

AGREEMENT BETWEEN THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

TradeMark East Africa Strategy II: Burundi Country Programme

1. The Kingdom of Belgium, acting through the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation, will make available to the Government of the United Kingdom, acting through the DEPARTMENT FOR INTERNATIONAL DEVELOPMENT ("DFID"), a sum not exceeding € 1,500,000 (one million five hundred thousand euros) ("the Contribution") in order to contribute to the TradeMark East Africa Burundi Programme 2017-2020 ("the Programme") as set out in the attached Project Appraisal Report.
2. The Belgian contribution to the Programme will be earmarked to the 'Burundi Country Program – Leveraging on Greater Imbo Region to Enhance Burundi's Exports, Component 2: Supporting Women in Cross Border Trade' and commence on the date of signature of this Agreement and will end on 1st of April 2021. The Contribution will be used for programme expenditures during this period.
3. The contribution will be managed and administered by DFID, and will be subject to the following conditions:
 - a) The contribution will be used for the provision of goods and services or financial aid as specified in the 'Burundi Country Program – Leveraging on Greater Imbo Region to Enhance Burundi's Exports, Component 2: Supporting Women in Cross Border Trade'. DFID will make every effort to ensure timely and full implementation of the Programme.
 - b) Payments will be paid in the donor's currency, and the exchange rate on the day of transfer will prevail.
4. DFID will request payments using Annex 1, in accordance with the payment schedule as detailed in paragraph 5 and provide the Kingdom of Belgium with supporting documentation. Payment will be made into:

Deutsche Bank AG, Frankfurt
SWIFT: DEUTDEFF
Favour Crown Agents Bank
SWIFT: CRASGB2L
Acc. No. 34408401

Please quote the Programme reference title "DFID re TradeMark East Africa Programme (Burundi), Account No. 34408401"

5. PAYMENT SCHEDULE

Forecast payment date	Amount
Upon signature of MOU	€500,000
April 2019	€500,000
April 2020	€500,000

This payment schedule is based on the Belgium Embassy's request for disbursement for the 2017/18, 2018/19 and 2019/20 financial periods.

6. The Kingdom of Belgium should notify DFID that payments have been made using Annex 2.
7. Upon signature by the Participants of this Agreement, Crown Agents Bank (the Bank) will be automatically appointed as banking Agent for the Project through the DFID Project Manager (PM) under the terms of the Finance and Banking - Third Party Monies contract between DFID and the Bank. The Bank is therefore authorised by the Participants of this Agreement to open Account(s) as required by the Participants in accordance with Sections 3 and 5 of the above mentioned contract. The title of the Account(s) will be that of the Project, plus any other descriptors if more than one account is required.
8. When requesting the second and third instalments, TMEA, through DFID, should present a statement of expenditures, projected cash flow requirements, including unspent balances and the fulfilment of the reporting requirements in this Agreement (articles 9, 12 and 13). The total expenditure should not be less than 80% of the foreseen budget of the reported period before requesting funds.
9. The payment schedule may be amended by mutual written consent of all partners. Any funds not utilised will be returned to the Kingdom of Belgium bank account to be provided.
10. DFID will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices. The Contribution will be used solely for the element of the Burundi outputs of the TradeMark East Africa Programme, more specifically those related to the 'Burundi Country Program – Leveraging on Greater Imbo Region to Enhance Burundi's Exports, Component 2 : Supporting Women in Cross Border Trade'.
11. The terms and conditions of fund management by Crown Agents, and any costs incurred, are listed in Annex 4, which are clearly understood by Participants of this Agreement. Euro balances held by Crown Agents will attract a daily charge.
12. TMEA, through DFID, will submit to the Kingdom of Belgium a certified annual statement showing funds received and expended for the Programme. This statement will consist of an extract of the expenses financed by the Belgian Contribution from TMEA's accounts after they have been audited by the External Auditor whose certificates will appear in the Programme Financial Report.
13. TMEA, through DFID, will annually provide a progress report.
14. TMEA, through DFID, will submit to the Kingdom of Belgium on completion of the Belgian Contribution (not to be confused with the end of the programme) a final financial and progress report within 3 months of the end date mentioned in article 2.
15. The Kingdom of Belgium and DFID will exchange views on a quarterly basis with regard to the progress of the contribution, as well as broader issues related to the Programme.
16. GoB will receive, through DFID, routine TMEA quarterly progress reporting on the programme, which covers the Belgian contribution. Any budget revisions, changes in core staff of the contractors/consultants or other significant adjustment, which may affect the objectives of the Contribution, will be discussed during those exchange views with DFID and TMEA.



17. If any changes occur which, in the opinion of DFID impair significantly the developmental value of the Programme; DFID and the Kingdom of Belgium will consult on measures to resolve the problem and decide possible courses of action. In the event of such changes the Kingdom of Belgium reserves the right to modify or terminate its financial contribution to the Programme giving 3 months written notice. All remaining funds other than those irrevocably committed in good faith before the date of termination and those agreed between the DFID and the Kingdom of Belgium as being required to finalise activities will be returned to the Government of Belgium bank account to be provided.

18. The Kingdom of Belgium will not be responsible for the activities of any person or third party engaged by DFID as a result of this Agreement, nor will the Kingdom of Belgium be liable for any costs incurred by DFID in terminating the engagement of any such person.

19. The officers responsible for co-ordination of all matters relating to this MOU are:

a) DFID

Name: Robert Rudy

Department and job title: Senior Trade Advisor, African Regional Department

Telephone: +27 82 844 3755

E-mail: r-rudy@dfid.gov.uk

b) Government of Belgium

Name: Dr. Martinus Desmet

Department and Job title: Deputy Head of Mission - Head of Cooperation –
Embassy of Belgium in Burundi

Telephone: +257 (0) 22 226 176

E-mail: martinus.desmet@diplobel.fed.be

All correspondence relating to this Agreement should quote the DFID programme identification number (Cost Centre P0007 – Project 300257 and the reference number for the Government of Belgium (D1.3 / TMEA-BDI)



20. The arrangements set out in this Agreement will come into operation on the date of signature.

Name (DFID): Harry Hagan
Position: SRO, TMEA Regional Programme

Date: 17.07.2018

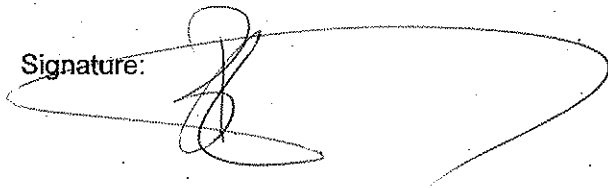
Signature: P.P. Sutton

For the Kingdom of Belgium, represented by the Embassy of Belgium in Burundi:

Name: Bernard Quintin
Position: Ambassador, Embassy of Belgium, Burundi

Date: 18.07.2018

Signature:

A handwritten signature in black ink, consisting of a large, stylized initial 'B' followed by a long, sweeping horizontal line that curves upwards at the end.

Annex 1: REQUEST FOR PAYMENT by the DEPARTMENT FOR INTERNATIONAL DEVELOPMENT ("DFID")

To:	<p>FPS Foreign Affairs, Foreign Trade and Development Cooperation Direction d' Encadrement B&B, Contact Mr. Luc Timmermans, Advisor, , D1.3 Directorate General for Development Cooperation 15, rue des Petits Carmes, 1000 – Brussels (Belgium)</p> <p>Cc : Dr. Martinus Desmet Deputy Head of Mission – Head of Cooperation Belgian Embassy in Bujumbura Boulevard de la Liberté 18 Bujumbura (Burundi) martinus.desmet@diplobel.fed.be</p>
Cc:	<p>a) Crown Agents Bank St Nicholas house, St Nicholas road/Sutton/Surrey SM1 1EL, United Kingdom c/o Neil Baldwin Senior Analyst, Client Services – Crown Agents Bank T: +44 (0) 20 8710 6722 (direct) (Internal Ext: 3522)</p> <p>b) Department For International Development ("DFID") Financial Management Group, DFID, Abercrombie House, East Kilbride, Scotland c/o Siobhan Sutton Programme Manager - Africa Regional Department s-sutton@dfid.gsx.gov.uk</p>

DFID kindly requests the payment of [AMOUNT IN FIGURES] [AMOUNT IN WORDS] on [date] into the account specified in the Agreement between the government of the United Kingdom of Great Britain and Northern Ireland and the Kingdom of Belgium as follows:

Bank:	<i>Deutsche Bank AG, Frankfurt</i>
SWIFT:	DEUTDEFF
Favour:	Crown Agents Bank
SWIFT:	CRASGB2L
Acc. No.	34408401
IBAN:	GB40 CRAS 6083 6834 4084 01

In respect of Account: "DFID re TradeMark East Africa Programme" Account No. 34408401.

From DFID	
Name:	Siobhan Sutton
Position:	Programme Manager - Africa Regional Department
E-mail:	s-sutton@dfid.gsx.gov.uk



ANNEX 2: Government of Belgium NOTIFICATION OF PAYMENT TO DFID


To:	Siobhan Sutton Programme Manager - Africa Regional Department DFID (s-sutton@dfid.gsx.gov.uk)
Cc:	a) FMG, DFID, Abercrombie House, East Kilbride, Scotland b) Crown Agents Bank

The Kingdom of Belgium, acting through the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation has authorised the payment of [AMOUNT IN FIGURES] [AMOUNT IN WORDS] on [date] into:

Bank:	<i>Deutsche Bank AG, Frankfurt</i>
SWIFT:	<i>DEUTDEFF</i>
Favour:	<i>Crown Agents Bank</i>
SWIFT:	<i>CRASGB2L</i>
Acc. No.	34408401
IBAN:	GB40 CRAS 6083 6834 4084 01

In respect of Account: "DFID re TradeMark East Africa Programme (Burundi)" Account No. 34408401

From: Government of Belgium	
Name:	Dirk Teerlinck Director, Governmental Cooperation / D 1 Directorate General for Development Cooperation 15, rue des Petits Carmes 1000 - Brussels
E-mail:	Dirk.Teerlinck@diplobel.fed.be



ANNEX 3: DFID NOTIFICATION OF PAYMENT TO THE GOVERNMENT OF BELGIUM

To:	Dirk Teerlinck Director, Governmental Cooperation / D1 Directorate General for Development Cooperation 15, rue des Petits Carmes 1000 - Brussels
Cc:	FMG, DFID, Abercrombie House, East Kilbride, Scotland

DFID has authorised the payment of [AMOUNT IN FIGURES] [AMOUNT IN WORDS] on [DATE] into the Kingdom of Belgium bank account. The Kingdom of Belgium, acting through the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation will provide the bank account details for such transfers when required.



ANNEX 4: TERMS AND CONDITIONS OF FUND MANAGEMENT BY CROWN AGENTS

CROWN AGENTS BANK

CHARGES

The Bank's charge for operating or making payments on the account will be covered by the Schedule of Prices set out in the Bank's contract with DFID for the provision of Finance & Banking Services for Third Party Monies (Contract reference PO5790).

The Bank will make no commission charge for foreign exchange transactions.

No external bank charges incurred by the Bank will be debited to the TPM Account.



PROCEDURES FOR ACCOUNT OPERATION

Donor Agreements:

The Bank must be provided with a copy of the DCA, JFA or MOU between DFID and the other partner donors that are party to the account.

Funding:

Donors can send their contributions to the TPM account in their own national currency or any other currency. These funds can be held in a suite of accounts to include the donors' national currency (if required) and the TPM currency. Upon receipt of a remittance, the Bank will convert the funds (if necessary) to the currency of the TPM account at the prevailing market rate and credit the account.

Standard Settlement Instructions:

CORRESPONDENT BANK LIST- COMMERCIAL PAYMENTS- SWIFT CODE: CRASGBZL				
Currency	Intermediary Bank	SWIFT Code	Correspondent Bank	SWIFT Code
Australian Dollar (AUD)	Westpac Banking Corporation, Sydney	WPACAU2S	BNY Mellon New York	IRVTUS3N
Canadian Dollar (CAD)	N/A	N/A	Bank of Montreal Toronto	BOFMCAT2
Chinese Renminbi (RMB) (CNH)	N/A	N/A	ANZ Banking Group Ltd Hong Kong Branch	ANZBHKHX
Danish Krone (DKK)	N/A	N/A	Jyske Bank Copenhagen	JYBADKKK
Euro (EUR)	N/A	N/A	Deutsche Bank AG Frankfurt	DEUTDEFF
Hong Kong Dollar (HKD)	Hang Seng Bank Ltd Hong Kong	HASEHKHH	BNY Mellon New York	IRVTUS3N
Indian Rupee (INR)	N/A	N/A	ANZ Banking Group Ltd Mumbai	ANZBINBX
Japanese Yen (JPY)	N/A	N/A	Bank of Tokyo Mitsubishi Tokyo	BOTKJPJT
Jordanian Dinar (JOD)	Standard Chartered Bank Amman	SCBJOAX	Standard Chartered Bank London	SCBLGBZL
Kenyan Shilling (KES)	N/A	N/A	Kenya Cooperative Bank Nairobi	KCOOKENA

Kuwaiti Dinar (KWD)	Al Ahli Bank of Kuwait Kuwait	ABKKKWKW	Standard Chartered Bank London	SCBLGB2L
Malawi Kwacha (MWK)	N/A	N/A	National Bank of Malawi Blantyre	NBMAMWMMW
Mozambique Metical (MZN)	N/A	N/A	Banco Internacional De Mozambique, Maputo	BIMOMZMX
New Zealand Dollar (NZD)	Westpac Banking Corporation, Wellington	WPACNZ2W	BNY Mellon New York	IRVTUS3N
Nigerian Naira (NGN)	N/A	N/A	Diamond Bank Lagos	DBLNGLA
Norwegian Krone (NOK)	Nordea Bank Norge ASA Oslo	NDEANOKK	BNY Mellon New York	IRVTUS3N
Pakistan Rupee (PKR)	Standard Chartered Bank Karachi	SCBLPKKX	Standard Chartered Bank London	SCBLGB2L
Philippine Peso (PHP)	N/A	N/A	ANZ Banking Group Ltd Manila	ANZBPHMX
Pound Sterling (GBP)	N/A	N/A	Direct or Natwest Bank, London	Sort Code 60-83-68 NWBKGB2L
Qatar Rial (QAR)	Standard Chartered Bank Doha	SCBLQAQX	Standard Chartered Bank London	SCBLGB2L
Rwandan Franc (RWF)	N/A	N/A	Banque de Kigali Kigali	BKIGRWRW
Saudi Riyal (SAR)	National Commercial Bank Jeddah	NCBKSAJE	Standard Chartered Bank London	SCBLGB2L
Singapore Dollar (SGD)	United Overseas Bank Ltd Singapore	UOVBSGSG	BNY Mellon New York	IRVTUS3N
South African Rand (ZAR)	N/A	N/A	Nedbank Johannesburg	NEDSZAJJ
Swedish Krone (SEK)	Skandinaviska Enskilda Banken, Stockholm	ESSESESS	BNY Mellon New York	IRVTUS3N
Swiss Franc (CHF)	Credit Suisse AG Zurich	CRESCHZZ80A	BNY Mellon New York	IRVTUS3N
UAE Dirham (AED)	Standard Chartered Bank, Dubai	SCBLAED	Standard Chartered London	SCBLGB2L
Ugandan Shilling (UGX)	N/A	N/A	Bank of Africa Uganda Kampala	AFRIUGKA
United States Dollar (USD)	N/A	N/A	BNY Mellon New York	IRVTUS3N
West African CFA Franc (XOF)	N/A	N/A	Diamond Bank Benin Cotonou	DBLNBJBJ
Zambian Kwacha (ZMW)	N/A	N/A	Bank ABC Zambia Lusaka	FMBZZMLX

Please note that it is necessary to quote our correspondent account number and our own account number as shown.

Please also quote both our own SWIFT code (CRASGB2L) and that of our correspondent.

Please quote the International Bank Account Number (IBAN) when you require your clients in the EU to make cross border commercial payments.

Payments:

The Bank can make payments in all major currencies, and many exotic currencies, and will make payments in accordance with authorised instructions. Sterling payments can be made by BACS (three day clearing) or same day value (CHAPS) in the UK, and by telegraphic transfer (SWIFT) to accounts overseas.

Payment instructions should include the full name and address of the payee plus the name and branch of the payee's bank together with the payee's account number and a relevant reference. Inclusion of this full information will minimise any routing delays and ensure full FATF AML/CFT compliance.

The Bank will action payments within 2 working days of receipt of authorised instructions and the payment date will be a further 1 to 3 working days, depending on the currency and destination of payment.

Interest:

All TPM accounts are classed as Managed Special Accounts (MSA) and interest is payable in tiers determined by the balance on the account. Rates are linked to the market rate for each currency.

The tiers are as follows

	GBP	USD	EUR
Tier 0	0 – 99,999	0-149,999	0 – 99,999
Tier 1	100,000-299,999	150,000-449,999	100,000-299,999
Tier 2	300,000-499,999	450,000-749,999	300,000-499,999
Tier 3	500,000-749,999	750,000-1,124,999	500,000-749,999
Tier 4	750,000+	1,125,000+	750,000+

Since March 2009 the low market rates for major currencies have resulted in there being zero interest paid on MSAs.

If the balance on the TPM account is more than £2m (or equivalent) and excess funds are not required for immediate expenditure they can be placed on fixed deposit for periods ranging from one month to one year upon receipt of an appropriate instruction signed in accordance with this mandate. The funds will be locked into a fixed term and may not be withdrawn. Rates of interest are determined by our Treasury Department at the time of deposit placement. Crown Agents Bank will ensure that any interest accrued on balances is utilised before additional drawdowns are requested from DFID or any donor partner.

Reporting:

Monthly/quarterly (*to be agreed*) bank account statements will be provided by email for the (*Account Name*) to the nominated DFID project officer.

The Bank can provide statements to multiple recipients (the other funding donors and/or other parts of DFID) at the request of the authorised signatories.

Additional regular or ad hoc reporting can be provided by the Bank at the request of any authorised person.

A handwritten signature in black ink, consisting of a stylized initial 'P' followed by a horizontal line extending to the right.