

SPECIFIC AGREEMENT

between

The Kingdom of BELGIUM

And

The Republic of RWANDA

On

**“Institutional Strengthening and Capacity
Development of EWSA Electricity Unit”**

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The Kingdom of Belgium,

And

The Republic of Rwanda,

Hereafter referred to as “the Parties”

- Considering the “General Agreement on Direct Bilateral Co-operation between Rwanda and Belgium”, signed in Kigali on May 18th 2004,
- Considering the agreed minutes of the Joint Commission on Development Co-operation between the Parties, held in Kigali on May 18th, 2011, Annex 8 “Belgium-Rwanda Indicative Development Co-operation Program (IDCP) 2011-2014”

AGREE AS FOLLOWS:

Article 1 : Subject of the Agreement

1.1 By the present Specific Agreement, the Parties make a commitment to finance the implementation of the Project “**Institutional Strengthening and Capacity Development of EWSA Electricity Utility**”, hereinafter referred to as “**The Project**”.

1.2. The overall objective of the project is: “***The energy sector is able to provide sufficient reliable and affordable energy for all Rwandans***”

1.3. The specific objective of the project is: “***EWSA’s Electricity Utility is able to provide in a sustainable way reliable energy to its customers***”

Article 2: Responsible Entities of the Parties

2.1 The Republic of Rwanda designates the “Ministry of Finance and Economic Planning”, hereinafter referred to as “MINECOFIN” as the entity responsible to supervise the financial aspects of the Specific Agreement (SA) on behalf of the Rwandan Party.

The Republic of Rwanda designates the “Energy, Water and Sanitation Authority”, hereinafter referred to as “EWSA” as the entity responsible to supervise the technical arrangements of the SA on behalf of the Rwandan Party.

2.2. The Kingdom of Belgium designates the Directorate-General for Development Cooperation, hereinafter referred to as “DGDC”, of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation as the entity responsible for the Belgian contribution to the Project.

DGDC is represented in Rwanda by the Attaché for International Cooperation at the Embassy of Belgium in Kigali.

2.3. The Kingdom of Belgium entrusts the implementation and the follow-up of its obligations to the “Belgian Technical Cooperation”, a public-law company with social purposes, hereinafter referred to as “BTC”.

Its Resident Representative in Kigali represents BTC in the Republic of Rwanda.

BTC performs this task pursuant to an agreement concluded with the Belgian State.

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Article 3: Contribution of both Parties to the Project

- 3.1. The total budget of the Project is of a maximum amount of 5.170.000 EUR on the date of signing of this Specific Agreement.
- 3.2. The Kingdom of Belgium undertakes to contribute a maximum amount of 5.000.000 EUR on the date of signing of the Specific Agreement.
- 3.3. The Republic of Rwanda undertakes to contribute a maximum amount of 170.000 EUR on the date of signing of the Specific Agreement.
- 3.4. The utilisation of this budget is detailed in the Technical and Financial File, annexed to this Agreement.

Article 4: Technical and Financial File (TFF)

- 4.1 The Project will be implemented according to the Technical and Financial File, attached to the Specific Agreement.
- 4.2 With the exception of the specific objective of the Project (art.1.3), of the duration of the Specific Agreement (art. 12.1), of the global budget (art. 3), and of the execution modalities, which a modification needs an exchange of letters between the Parties, according to article 6 of the Specific Agreement, the Project Steering Committee (PSC) may adapt the Technical and Financial File according to the evolution of the general context and/or the course of the Project.
- 4.3 BTC shall inform the DGDC on the modifications made to the TFF :
- The way in which the Belgian and/or the Rwandan contribution is made available to the Project;
 - Results, including their respective budgets;
 - Responsibilities, attributions, composition and operating mode of the PSC;
 - Approval mechanism for adapting the TFF;
 - Indicators for the specific objective and for the results;

Adapted indicative financial program will be included, if deemed necessary.

Article 5: Obligations of the Parties

Both parties agree to take timely all institutional, administrative and budgetary measures required for the correct implementation of the commitments described in this Specific Agreement.

Article 6: Project Steering Committee (PSC)

- 6.1. The Parties agree to entrust the PSC with the strategic steering, the monitoring and the control of the implementation of the Project.
- 6.2 The composition, the attributions, the responsibilities and the operating mode of the PSC are specified in the Technical and Financial File.

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6.3 The PSC sets up its internal regulations with respect to the other articles of this Specific Agreement. Minutes of the meetings will be signed by the members. One copy will be sent to the Attaché for Development Cooperation.

6.4 The PSC shall meet on at least a six-monthly basis and at the latest three months after the Signature of the present Agreement.

6.5 Not later than six months before the end of the Project, the PSC will meet to examine the final draft report of the Project, prepared according to the regulations defined in the Technical and Financial File, and to clarify the modalities for ending the Project as stipulated in article 11.2.

Article 7: Means by which the international technical assistance funded by the Belgian contribution is made available

7.1 The international technical assistants financed by the Belgian contribution will be recruited and engaged by the BTC. This staff will be subjected to the preliminary agreement of MINECOFIN.

7.2 The expatriate staff non-resident of the Republic of Rwanda, put at the disposal of the Project by BTC, benefits from the same privileges and immunities as those granted to the technical experts of United Nations. He/she notably has the right to import or to buy, franchised taxes according to the current Rwandan regulations, the furniture and the personal effects, the electronic equipments, and the articles, for his/her personal usage as well as for the members of his/her family living with him, imported within six months following the first installation of the expert.

His/her salary and its fees are tax-exempt on the territory of the Republic of Rwanda. When it is required, he is subjected to the Social Security in respect of the Belgian legislation.

7.3 The Rwandan Party authorizes the temporary admission, according to the regulations in force under the regulations of the cooperation, the personal vehicle at the rate of one vehicle for a family.

7.4 The Rwandan Party delivers to this staff an identity card for expatriate staff and grants him with the necessary visas, according to the modalities for the experts of the United Nations in the Republic of Rwanda.

Article 8: Privileges and immunities

Goods and Services to be used wholly and exclusively for the purpose of the project under this Agreement shall be exempted from taxes and duties in accordance with prevailing tax laws of the Republic of Rwanda.

Article 9: Mutual Information

Each of the Parties will transmit to the other Party all information necessary for the smooth implementation of the Project.

Article 10: Reports, Control and evaluation

10.1 The TFF determines the procedures for administrative and operational, accounting and financial reporting.

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- 10.2 Each Party can at any moment control or evaluate the Project, jointly or separately, provided the other Party is informed in advance. Each Party will communicate to the other Party the conclusions of its controls and evaluations.

Article 11: Post Project period and sustainability of the results

In order to assure the sustainability of the results of the Project, the Republic of Rwanda takes all necessary institutional, administrative and budgetary measures.

Article 12 : Duration, extension, cancellation, modifications and litigation :

- 12.1 This Specific Agreement shall enter into force the day of the signature of two Parties and is concluded for a period of 66 months that cannot be extended. The duration of the project implementation will be 54 months.
- 12.2 Funds available for activities engaged before the expiration of this Specific Agreement will be automatically used beyond this date in case the related contracts have not been fully executed at the expiration of the foreseen duration.
- 12.3 After the financial closure of the Project, the funds not used will be re-allocated as project aid in the current Indicative Programme of Cooperation at a Partner Committee and will be confirmed by an Exchange of Letters.
- 12.4 This Agreement may be cancelled by each of the Parties, by verbal note, subject to a three-month notice. In this case, the funds that have not been used will be reallocated at the expiration of that notice in accordance with the provision of article 12.3 above. All contracts, concluded in accordance with the TFF before the cancellation of this Agreement, will be honoured as foreseen.
- 12.5 The clauses of this Specific Agreement can be modified by common agreement among the Parties by an Exchange of Letters.
- 12.6 Any disagreement relating to the application or interpretation of this Specific Agreement shall be settled through negotiation between the Parties.

Article 13: Addresses:

The notifications foreseen by the present Agreement, and more specially those who would have object its modification or its interpretation, will be sent by the diplomatic way,

For the Belgian Party:

The Attaché for International Cooperation at the Embassy of Belgium,
P.O. Box 81,
KIGALI.

For the Rwandan Party:

The Permanent Secretary and Secretary to the Treasury
Ministry of Finance and Economic Planning
P.O. Box 158,
KIGALI.

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The notifications or the correspondence pertaining to the implementation of its technical components will be sent to:

For the Belgian Party:
Resident Representative of BTC
P.O. Box 6089,
KIGALI.

For the Rwandan Party:
General Director of EWSA
PO Box 537,
KIGALI.

In witness whereof, the Parties have signed this Specific Agreement, in two originals in the English language, both copies being equally authentic, each Party hereby acknowledging receipt of its copy.

Done in duplicate in Kigali on 14/2/2014 2014.

For the Republic of Rwanda


Claver GATETE
Minister of Finance and
Economic Planning



For the Kingdom of Belgium


Jean -Pascal LABILLE
Minister for Public Enterprises
and Development Cooperation

