

# **Specific Agreement**

between

**The Kingdom of Belgium**

**and**

**The Republic of Uganda**

on

**"SUPPORT TO BENEFICIARY INSTITUTES  
TO THE SKILLS DEVELOPMENT OF THEIR  
HUMAN RESOURCES IN UGANDA"**

**SPECIFIC AGREEMENT  
BETWEEN THE KINGDOM OF BELGIUM AND  
THE REPUBLIC OF UGANDA**

ON

**"SUPPORT TO BENEFICIARY INSTITUTES  
TO THE SKILLS DEVELOPMENT OF THEIR  
HUMAN RESOURCES IN UGANDA"**

**PREAMBLE**

The Kingdom of Belgium, hereinafter referred to as "Belgium",  
and the Republic of Uganda, hereinafter referred to as "Uganda",

Hereinafter jointly referred to as "the Parties"

- Considering the General Agreement on Direct Bilateral Cooperation between the Kingdom of Belgium and the Republic of Uganda signed in Kampala on the 1<sup>st</sup> of February, 2005;
- Referring to the agreed minutes of the Joint Commission signed in Kampala on April 5th , 2012, specifically Minute 10 on "Multisectoral Interventions";

Hereby agree as follows:

**ARTICLE 1  
Object of the Agreement**

- 1.1. This agreement concerns the cooperation between the parties with regards to the programme **"SUPPORT TO BENEFICIARY INSTITUTES TO THE SKILLS DEVELOPMENT OF THEIR HUMAN RESOURCES IN UGANDA"**, hereinafter referred to as the "Project".
- 1.2. **The general objective is** 'improved service delivery of Ugandan institutes and organizations'.
- 1.3. **The specific objective is** 'increased skills of human resources of selected beneficiary institutes in the health, education and environment sectors'.

## **ARTICLE 2**

### **Responsibilities of the Parties**

#### **2.1 Uganda designates:**

- 2.1.1 The Ministry of Finance, Planning and Economic Development hereinafter called MoFPED, as the entity responsible for the coordination of the implementation of the project. The three other Ministries: Ministry of Education & Sport (MoES), Ministry of Health (MoH) and Ministry of Water & Environment (MoWE) will be responsible for the implementation of project activities in their respective Ministries.

#### **2.2 Belgium designates:**

- 2.2.1 The Directorate-General for Development Cooperation within the Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation hereinafter referred to as "DGD", as the entity responsible for the Belgian financial contribution to the Project. DGD is represented in Uganda by the Attaché for Development Cooperation at the Embassy of Belgium in Kampala.
- 2.2.2 The Belgian Development Agency hereinafter referred to as "BTC", as the executing agency responsible for the implementation and the follow up of the Project. BTC is a public-law company with social purposes which fulfils its tasks according to a management contract signed with the Belgian State.

BTC is represented in Uganda by its Resident Representative in Kampala.

## **ARTICLE 3**

### **Cost of the project and sources of its funding**

- 3.1 The Government of Uganda will contribute in kind (taxes, human resource, ) to the realization of this project.
- 3.2 Belgium undertakes to contribute a maximum amount of 6,482,598 Euro (Six Million Four hundred Eighty Two thousand and Five hundred Ninety Eight Euro) to the project.
- 3.3 The modalities for use of this budget are further detailed in the TFF.

## **ARTICLE 4**

### **Technical and Financial File**

- 4.1 The Programme will be implemented according to the Technical and Financial File, attached to this Specific Agreement.
- 4.2 With the exception of the Specific Objective of the Programme (art.1.3), of the duration of the Specific Agreement (art. 12.1) and of the total budgets

(art. 3), for which a modification needs an exchange of letters between the Parties according to article 12.4 of this Specific Agreement, the Steering Committee may adapt the TFF according to the evolution of the general context and/or the course of the Programme.

- 4.3 BTC will inform the DGD about the following modifications made to the Programme:
- The way in which the Belgian and/or the Ugandan contribution is made available to the Programme;
  - Results, including their respective budgets;
  - Responsibilities, attributions, composition and operating mode of the Steering Committee;
  - Approval mechanism for adapting the TFF;
  - Indicators for the specific objective and for the results;
  - Financial modalities for the implementation of the contribution of the Parties.

An adapted indicative financial programme will be included, if deemed necessary.

## **ARTICLE 5**

### **Obligations of the Parties**

Each of the Parties shall take timely all institutional, administrative and budgetary measures required for the correct implementation of the commitments described in this Specific Agreement.

## **ARTICLE 6**

### **Steering Committee of the Programme**

- 6.1 The Parties agree to entrust the Steering Committee (SC) with the follow up, 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 SC are specified in the TFF (art. 5.5.1).
- 6.3 The SC sets up its internal regulations with respect to the other articles of this Specific Agreement. Minutes of the meetings will be signed by the Chair (MoFPED), the Co-Chair (BTC Uganda) of the Project Steering Committee. A copy will be sent to the Attaché for Development Cooperation at the Embassy of Belgium.
- 6.4 The SC shall meet at least twice per year and at the latest three months after the Signature of the present Agreement. Extraordinary meetings can be called by the Chair, according to the needs.
- 6.5 Not later than one month before the end of the Project, the SC will meet to examine the final draft report of the Project, prepared according to the regulations defined in the TFF, and to clarify the modalities for ending the Project as stipulated in article 12.2.

**ARTICLE 7**  
**Recruitment of Technical Assistance**

- 7.1 The BTC will recruit and appoint international technical assistance, both short term and long term, for the implementation of the Project. MoFPED will be consulted in the process. Specific procedures are stipulated in the TFF.
- 7.2 Other National staff and expertise identified in the TFF will be recruited by BTC under Belgian law, and agreed by MoFPED.

**ARTICLE 8**  
**Privileges and Immunities**

- 8.1 The expatriate personnel, put at the disposal of the project by BTC, will benefit from the privileges mentioned under article 8 of the General Agreement on Direct Bilateral Cooperation between the Kingdom of Belgium and the Republic of Uganda.
- 8.2 No part of the Belgian contribution shall be used to pay any taxes, customs or import duties or other tax-related fees on supplies, equipment, works and services.
- 8.3 If duties or taxes are due according to the national legislation, they will be covered by the Ugandan Party through the beneficiary technical Ministries.

**ARTICLE 9**  
**Mutual information**

Each Party shall forward to the other Party all information deemed relevant to the smooth and efficient implementation of the Programme.

**ARTICLE 10**  
**Reports, Monitoring and Evaluation of the Programme**

Procedures for administrative and operational, accounting and financial reporting are detailed in the TFF. Each of the Parties can, at any time, jointly or separately, control or evaluate the progress of the implementation of the Project, provided the other Party is informed in advance. Each Party will communicate to the other Party the results of its controls and evaluations.

**ARTICLE 11**  
**Sustainability of the results of the Programme**

In order to ensure the sustainability of the results of the Programme, Uganda will take all institutional, administrative and budgetary measures deemed necessary.

**ARTICLE 12**  
**Duration, extension, cancellation, modifications and litigation**

- 12.1 This Specific Agreement shall enter into force on the date of its signing for a period of 7 years and will not be extendable.
- 12.2 Funds available for activities started 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 end of the Project. Any balance left from the Belgian contribution shall be deemed void at the end of the Project. At the end of the Project, the Parties shall jointly reallocate the balance within the Indicative Cooperation Program via an exchange of letters.
- 12.3 This Specific Agreement may be cancelled by each of the Parties by a verbal note, subject to a six months notice. In this case, the available balance will be reallocated in accordance art 12.2. All the contracts signed, according to the TFF, before the cancellation of the Specific Agreement will however be executed and honoured as foreseen.
- 12.4 This Specific Agreement may be modified by exchange of letters communicated through the diplomatic channels.
- 12.5 Any dispute arising from the application and interpretation of this Specific Agreement shall be settled by negotiation between the Parties.
- 12.6 In the event of a dispute, this Specific Agreement shall prevail over the TFF.

**ARTICLE 13**  
**Addresses**

All notifications related to the Specific Agreement and more specifically any such notifications pertaining to its **modification** or **interpretation** shall be handled via diplomatic channels at the following addresses:

for Belgium:

Counsellor for International Co-operation  
Embassy of Belgium  
Rwenzori Tower 6thth floor  
PO Box 7043

for Uganda :

The Ministry of Finance, Planning  
and Economic Development  
P.O. Box 8147  
Kampala

Kampala

All notifications and communications related to the **implementation** of this Specific Agreement shall be communicated to :

For Belgium :

BTC Resident Representative  
PO Box 40131  
Kampala

For Uganda

The Ministry of Education & Sports  
P.O. Box 7063  
Kampala

The Ministry of Health  
P.O. Box 7272  
Kampala

The Ministry of Water & Environment  
P.O. Box 20026  
Kampala

Done in Kampala, on 26<sup>th</sup> March 2014, in two originals in the English language and each Party hereby acknowledging receipt of its copy.

In witness whereof, the undersigned being duly authorised thereto by their respective Governments, have signed this Agreement.

For Belgium

For Uganda

Permanent Secretary/  
Secretary of the Treasury  
MINISTRY OF FINANCE, PLANNING  
& ECONOMIC DEVELOPMENT

Alain Hanssen

Keith Muhakanizi

Ambassador of Belgium

Permanent Secretary/ Secretary to  
the Treasury  
Ministry of Finance, Planning,  
& Economic Development