

AGREEMENT

BETWEEN

THE BELGIAN MINISTER OF DEVELOPMENT COOPERATION,

DIGITAL AGENDA, TELECOMMUNICATIONS AND POSTAL

SERVICES

AND

AEGIS TRUST

AGREEMENT BETWEEN THE BELGIAN MINISTER OF DEVELOPMENT COOPERATION, DIGITAL AGENDA, TELECOMMUNICATIONS AND POSTAL SERVICES AND AEGIS TRUST ON SUPPORT OF THE DIGITAL PLATFORM TO SUPPORT EDUCATION FOR SUSTAINABLE PEACE IN RWANDA FOR 36 MONTHS STARTING DATE OF SIGNATURE

THE PARTIES

The parties to this Agreement are the Embassy of Belgium in Rwanda and Aegis Trust

**A. The Belgian Minister of Development Cooperation, Digital Agenda, Telecommunications and Postal Services
Represented by the Embassy of Belgium in Rwanda
KN3 AV, P.O Box 81
Kigali - Rwanda**

Responsible Officer: Johan Debar, Head of Cooperation
Telephone: +250-252 57 55 51/2/3
E-mail: Kigali.Coop@diplobel.fed.be

Of the one part;

and

**B. Aegis Trust
International Non-Governmental Organization
Education for Sustainable Peace in Rwanda
Registration number: 123/DGIE/2016
KN2 AV 56 Kiyovu
P.O. Box 7251, Kigali, Rwanda
Not VAT registered**

Contact person: Yves Kamuronsi, Country Director, Aegis Trust Rwanda
Telephone: +250 -788 30 36 37
E-mail: yves.kamuronsi@aegistrust.org

(the Cooperation partner)

Of the other part;

(The "parties")
Have agreed as follows:

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This Agreement may be amended upon mutual agreement of the parties.

Special Conditions:

Article 1: PURPOSE (SCOPE AND OBJECTIVES OF THE AGREEMENT)

The purpose of "this Agreement" is to finance the implementation of the project through a grant: **Digital Platform to Support Education for Sustainable Peace in Rwanda (the "Project")** described in the project proposal in Annex I ("the Project Document") including budget.

The Cooperation Partner agrees to implement the Project on the terms and conditions set out in this Agreement, which consists of these special conditions (the "Special Conditions") and the annexes.

The Cooperation Partner shall enter into a written agreement with any Third Party before making any disbursements to such Third Party. The agreement shall include all the conditions in this Agreement.

The Cooperation Partner is responsible for the follow-up of funds being forwarded to a Third Party, including assessments of organizational capacity, internal control and risk, as well as the monitoring and evaluation of the activities.

The Cooperation Partner accepts the grant and undertakes to carry out the Project under its own responsibility.

Article 2: ACTIVITY PERIOD OF THE PROJECT

This Agreement shall enter into force on the date upon signature by both Parties. The activity period of the Project, as laid down in Annex I, is 30 months starting on the date of signature of the Agreement **that will last 36 months.**

Article 3: FINANCING AND PROVISIONAL DISBURSEMENT SCHEDULE

3.1. The Minister shall, subject to parliamentary appropriation of funds, make available an amount of nine hundred and ninety-eight thousand one hundred and fourteen Euros (€ 998,114) for the implementation of the project.

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3.2. The Parties foresee the following provisional disbursement schedule:

Disbursement number	Disbursement date	Amount (Euros)	Funding to cover period
1	start of AGREEMENT	€499,603	year 1 (12m, ref. project document)
2	start year2	€387,004	year 2 (12m, ref. project document)
3	start year 3	€111,507	Year 3 (6m, ref. project document)

The first installment will be paid as soon as the Agreement is signed by both partners upon introduction of a request of payment (Annex II).

3.3. The financing provided by the Belgian Embassy shall be paid in Euros and shall be deposited by the Cooperation Partner in a non-interest bearing foreign exchange account.

3.4 Subsequent payments shall be based upon introduction of a request of payment (Annex II) and the fulfilment of the reporting requirements in this Agreement, including the requirement that a report containing Recommendations for Digital Tools for the Analysis of Digital Platform Use and Impact is submitted, along with workplans to implement the recommendations, as a condition of the second disbursement in year 2. The amount of the payments will also depend on liquidity needs according to presented annual work plans and budgets, but will not exceed the initial amount (art 3.2).

Article 4: PROCUREMENT

4.1. The Cooperation Partner's own Procurement Regulations, Procurement Policy and Procurement Procedures, together with this Agreement shall apply to the procurement of goods, works and services financed by this Agreement and carried out internally within the Cooperation Partner and for any procurement carried out by any Third Parties.

4.2. Tender documentation, including all published procurement notices, shall be prepared in the English language.

4.3. At the request of either of the Parties, consultations shall be held on any matter relating to procurement. The Belgian Embassy may carry out checks on procurements. The check may take the form of a procurement audit. The Cooperation Partner shall provide the funding

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partner with all the necessary documentation and information.

Article 5: REPORTING AND RECOVERY

5.1. The Cooperation Partner shall prepare and submit financial reports no later than 28th February following the end of 12 months period under which the activities have taken place. The total expenditure should not be less than 80% of the foreseen budget of the reported period. Detailed budget of the following period shall be part of the reports (Art. 6.1).

The Country Director or his/her nominated representative shall validate the financial reports.

5.2. The Cooperation Partner shall prepare and submit in writing annual narrative reports no later than 28th February following the 12 months reporting period. Detailed planned activities of the following period shall be part of the reports (Art. 6.1). The work plan and budget shall be in accordance with the agreed Results Framework and include an updated risk analysis, an updated plan for monitoring and evaluation and when applicable account for how conclusions from recent evaluations and/or review meetings will be implemented.

The Country Director or his/her nominated representative shall validate the narrative reports.

5.3. The Cooperation Partner shall prepare and submit a Final Financial and Narrative Report no later than 3 months following the end of the 30 months activity period of the project from date of signature.

The final narrative report shall include aggregated results and assessments on effectiveness from the individual projects, including those having been implemented by Third Parties supported by this Project, and a comprehensive analysis on goal attainment and lessons learned.

The Country Director or his/her nominated representative shall sign the Final Financial and Narrative Report.

Article 6: REVIEW AND EVALUATION

6.1. Annual review meetings will be carried out by the Cooperation Partner and the Belgian Embassy, preferably together with other financing agencies/Development Partners, at the time of the submission of the narrative and financial reports.

The meetings shall be called and chaired by the Cooperation Partner. The meetings will be coordinated for all financing agencies/development partners in the Project. Semi-annual review meetings shall be held no later than 30 September to align with the annual review meeting of other financing agencies, and Annual review meetings shall be held no later than March to align with the semi-annual meeting of other financing agencies.

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6.2. The Parties shall cooperate and regularly communicate with each other on all matters relevant to the implementation of the Project and this Agreement.

6.3. Additional consultation meetings may be requested by the Cooperation Partner and/or the Belgian Embassy on any subject relevant to the implementation of the Project.

Article 7: AUDIT

7.1. The Cooperation Partner is responsible for submitting **annual audited financial reports** of the Project to the Belgian Embassy no later than 28th February 2018 and 2019 and 30th September 2019. The audited final financial reports are an integral part of the annual financial Report (art. 5.1).

7.2. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be carried out in accordance with international standards issued by International Auditing and Assurance Standards Board (IAASB). If the audit is performed using national audit standards which have been assessed to be equivalent, the Belgian Embassy shall approve the Terms of Reference in advance.

7.3. The **Auditor's report** shall express an opinion whether the submitted annual financial report is in accordance with the Cooperation Partner's accounting records. The auditor shall also include other questions in the audit if requested in the terms of reference.

7.4. The auditor shall submit a **Management Letter/Audit Memorandum**, which shall contain the audit findings made during the audit process. It shall also state which measures have been taken as a result of previous audit and whether measures taken have been adequate to deal with reported shortcomings.

7.5. A **Management response** to the audit findings, including a plan to address issues raised in the audit findings, shall be produced by the Cooperation Partner and submitted to the Belgian Embassy together with the **audited financial report** and the **management letter**.

7.6 The Belgian Embassy reserves the right to require that the auditor shall be replaced if considerations which were unknown when the Agreement was signed cast doubt on the auditor's independence or professional standards.

7.7. The Cooperation Partner shall in all agreements entered into with the Third Parties include the right for the Cooperation Partner and the Belgian Embassy to audit these grants.

Article 8: CONTACT ADDRESS

Any communication relating to this Agreement must be in writing and be sent to the following addresses:

For the Minister, represented by the Embassy of Belgium in Rwanda:

KN 3 Avenue Kiyovu

For the attention of Head of Cooperation, Johan Debar

PO Box 81

Kigali, Rwanda

For the Cooperation Partner:

Aegis Trust

KN2 AV 56 Kiyovu

For the attention of Country Director, Yves Kamuronsi

P.O. Box 7251

Kigali, Rwanda

Article 9: ANNEXES

The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Project Document/Application including budget and Procurement Regulations

Annex II: Request of Payment

Article 10: APPLICABLE LAW AND DISPUTE SETTLEMENT

Any dispute, controversy or claim arising out of or in connection with this Agreement that cannot be settled amicably shall be definitively resolved by arbitration .

A single arbitrator shall be appointed. The place of arbitration shall be Kigali or Brussels and the language used in the proceedings shall be English.

This Agreement shall be governed by the rules and regulations in force in the Republic of Rwanda or a substantive law of Belgium without regard to its conflict of law rules.

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Article 11: DURATION, EXTENSION, SUSPENSION

This Agreement shall remain valid until 36 months after signature unless terminated earlier by three months' written notice by either Party. In any case, its total duration cannot exceed 36 months.

Either Party may suspend the implementation of the present Agreement in case of force majeure during the duration of this force majeure. The Party invoking a case of force majeure shall notify the other Party of the relevant information required for a thorough examination of the situation in order to find an acceptable solution for the Parties. The Parties shall consult and determine the appropriate actions to be taken, within three months of the notification.

Either Party may suspend the implementation of the present Agreement. If one of the Parties deems that the other has failed to respect one of its fundamental obligations under the present Agreement, an obligation arising from the respect of human rights, democratic principles or the rule of law, as well as in cases of corruption, it shall notify the other Party of the relevant information required for a thorough examination of the situation, as well as of its intention to suspend the present Agreement in case of absence of an acceptable solution within three months. The Parties shall consult and determine the appropriate actions to be taken, within three months of the notification.

In case of premature termination by the Cooperation Partner, no funds shall be made available for activities after three months of the written notice. All rights and obligations of the Parties pursuant to this Agreement shall continue unimpaired until the return of the remaining funds/fund balance to the Belgian Embassy and fulfilment of the reporting requirements of this Agreement, at which time this Agreement expires.

After the financial closure of the intervention, any unspent funds will be recovered by the Belgian Embassy. To this end, the Cooperation Partner commits itself to refund to the Belgian Embassy balances and ineligible amounts within three months of the Steering Committee's approval of the financial closure.

