

SPECIFIC AGREEMENT

Between

The Kingdom of Belgium

and

the Republic of Uganda

regarding

**the Thematic Portfolio Social Protection
Part Uganda**

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The Kingdom of Belgium, represented by the Minister for Development Cooperation, Mrs. Meryame Kitir, for which acts Mr. Rudi Veestraeten, ambassador, hereinafter referred to as Belgium on the one hand

And

The Republic of Uganda, represented by the Minister of Finance, Planning and Economic Development, Mr. Matia Kasijja, for which acts Mr. Ramathan Ggoobi, Permanent Secretary, referred to as Uganda on the other hand

Hereafter referred to as “the Parties”

- Acknowledging the relations of friendship and solidarity existing between both Parties;
- Considering the General Agreement on Direct Bilateral Cooperation between the Kingdom of Belgium and the Republic of Uganda signed in Kampala on 1 February 2005.

AGREE AS FOLLOWS:

Article 1: Subject of the Agreement

1.1. By the present Specific Agreement, hereinafter referred to as Agreement, a framework is provided for the implementation, the funding and the monitoring of the general and specific objectives that follow.

1.2. The general objective is:

- To improve the living conditions and resilience of the most vulnerable populations in the Great Lakes region by investing in social protection systems and decent work, as well as contributing to the promotion of their sustainable and inclusive socioeconomic development.

1.3. The specific objective is:

- Women and young people of working age in Uganda have increased opportunities to engage in decent work, are better protected by labour rights and benefit from social protection and more inclusive social dialogue.

1.4. The specific objective and intermediate outcomes are specified in the annex to the present Agreement, which forms an integral part of it.

Article 2: Responsible Entities of the Parties

2.1 Uganda designates the “Ministry of Gender, Labour and Social Development”, hereinafter referred to as “MoGLSD” as the entity responsible to supervise the objectives referred to in Article 1.




2.2. Belgium designates the Directorate-General for Development cooperation and Humanitarian Aid of the Federal Public Service for Foreign Affairs, Foreign Trade and Development Cooperation, hereinafter referred to as "DGD", as the entity responsible to supervise the objectives referred to in Article 1.

DGD is represented in Uganda by the Embassy of Belgium in Kampala.

2.3. Belgium entrusts the coordination and implementation of the objectives referred to in Article 1 to "Enabel", the Belgian Development Agency, hereinafter referred to as "Enabel".

Its Resident Representative in Kampala represents Enabel in the Republic of Uganda. Enabel performs this task pursuant to an agreement concluded with Belgium.

Article 3: Budget

The total budget funded by Belgium is of an amount of 16.200.000 EUR which is distributed as follows: 14.330.400 EUR for the implementation of the objectives referred to in Article 1 and 1.869.600 EUR for international experts of Enabel.

Article 4: Implementation

4.1. Enabel will enter into contracts with the actors involved in the implementation of interventions or parts of interventions necessary to achieve the objectives referred to in Article 1. These actors may be public authorities, multilateral or bilateral donors, the private sector and civil society organizations.

4.2. The types of contracts entered into by Enabel for the implementation of interventions or parts of interventions will include grant agreements and public procurement, governed by the applicable legislation on the basis of the choices made on implementation modalities and the cooperation agreements with Belgian public actors.

4.3. Enabel can also enter into contracts with the relevant ministries to specify the mutual obligations and responsibilities of the Parties, the appropriate activities of communication and information, the consultation bodies responsible for monitoring the interventions, as well as, where appropriate, the contributions or non-financial commitments to be borne by the Parties.

4.4. The duration of these contracts cannot exceed the end date of the present Agreement.

Article 5: Obligations of the Parties

5.1. The Parties agree to take all institutional, administrative and budgetary measures required to guarantee the achievement of the objectives referred to in Article 1 of this Agreement and to transmit to the other Party all information necessary to fulfill the obligations under this Agreement.

5.2. The Parties recognize the importance of good governance of public affairs and the fight against corruption. They commit to more transparency and accountability. No offer, payment, gift or profit of any kind that may be considered an illegal or corrupt act, can be promised, committed, sought, or accepted, directly or indirectly as

an incentive or compensation related to activities in the field of this Agreement, including any procedure relating to the launching of the award or implementation of procurement contracts. The Parties shall inform each other of any incident or suspicion of a corruption incident related to the use of budgets.

In the event of non-compliance with these commitments, the Parties shall consult and determine appropriate actions to be taken, which may include the return of misappropriated funds and the suspension or termination of funding.

Article 6: Partner Committee and Steering Committee

6.1 The 'Joint Committee', also referred to as 'Partner Committee', established by the General Agreement, will monitor the objectives set out in Article 1, to decide on possible changes in the general and specific objectives and related indicators and on the shifts in the budget with budget impact of more than 15% of the total budget of the present Agreement.

6.2. The Parties agree to entrust the Steering Committee (SC) with the follow up, the monitoring and the control of the implementation of the interventions necessary to achieve the objectives referred to in Article 1.

6.3. The composition, the attributions, the responsibilities and the operating mode of the SC are specified in the file annexed to the present Agreement.

Article 7: Privileges and immunities of the international experts

7.1 The expatriate staff non-resident of the Republic of Uganda, put at the disposal of the Project by Enabel, benefits from the same privileges and immunities as those granted to the experts of the United Nations organizations. They notably have the right to import or to buy, free of duty, a motor vehicle, furniture and articles intended for their personal use, and the members of their family living with them, during the first six months of their arrival.

7.2. Their salaries and fees shall be exempted from taxation by Uganda.

7.3. When required, they will be subject to the Social Security in respect of the legislation in Belgium or Uganda.

Article 8: Tax provisions

8.1. 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.

8.2. If Duties or taxes are due according to the national legislation, they will be covered by the Ugandan Party.

Article 9: Control and evaluation

Each Party can at any moment control or evaluate the objectives referred to in Article 1, 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 10: Duration, Extension, Suspension, Denunciation, Modifications and Disputes

10.1. The Present Agreement shall enter into force on the date of signature by both Parties and is concluded for a period of 60 months. This duration cannot be extended.

10.2. 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 the absence of an acceptable solution within three months of the notification, each Party has the right to suspend, in whole or in part, the implementation of the present Agreement.

10.3. Either Party may suspend the implementation of the present Agreement in case of 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.

In the absence of an acceptable solution within three months of the notification referred to in the second subparagraph, the implementation of the present Agreement shall be suspended.

10.4. The present Agreement may be denounced by either Party in writing, subject to a three months' written notice. In such case, any unused funds will be recovered by Belgium.

10.5. The present Agreement may only be amended by an exchange of letters between the Parties, except for the duration as specified in Article 10.1.

10.6. The unused funds will be recovered by Belgium at the expiry of this Agreement.

10.7. However, financing for public tenders, undertaken before the expiry of this Agreement, will be used ex-officio beyond this date if the tender contracts concerned have not been fully implemented by the end of this period.

10.8. Any dispute arising from the implementation or interpretation of the present Agreement shall be settled by negotiation.

Article 11: Addresses:

The notifications foreseen by the present Agreement will be sent by diplomatic way:

For Belgium:

The Embassy of Belgium in Kampala,

For Uganda:

The Ministry of Finance, Planning and Economic Development

In witness whereof, the Parties have signed this 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 Kampala on ...29 JUNE 2022

For the Republic of Uganda



For the Kingdom of Belgium

