

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GOVERNMENT OF FLANDERS

AND

THE GOVERNMENT OF THE REPUBLIC OF MALAWI

ON

DEVELOPMENT COOPERATION

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## **PREAMBLE**

With a view to further strengthening and developing the relations between the Government of Flanders and the Government of the Republic of Malawi, both hereinafter referred to as “the Parties”,

Representatives of the Governments of Flanders and of the Republic of Malawi conducted consultations in Lilongwe from 18<sup>th</sup> to 22<sup>nd</sup> September, 2006 to arrive at this Memorandum of Understanding (hereinafter referred to as the MOU) on the overall priorities and framework for the future cooperation between Flanders and Malawi, in the field of development cooperation.

## **ARTICLE 1**

### **AIM OF THE MEMORANDUM OF UNDERSTANDING**

Objective of this MOU is to provide a framework for the overall priorities and framework for the collaboration between the Parties in the field of development cooperation.

## **ARTICLE 2**

### **OBJECTIVES AND AREAS OF COOPERATION**

The overall goal of the co-operation is to support the efforts of the Government of Malawi to reduce poverty, in the frame of the Malawi Growth and Development Strategy (MGDS), and in line with the *Paris Declaration on Aid Effectiveness*.

The specific objectives of the joint cooperation, the areas and the modalities, will be jointly decided. They will contribute to the realisation of the Malawi Growth and Development Strategy and the Millennium Development Goals for Malawi.

Overriding concerns within all areas of co-operation are gender equity, sustainable development and institutional capacity building.

## **ARTICLE 3**

### **GUIDING PRINCIPLES**

In facilitating the implementation of the overall national development policies of the Government of Malawi, the two Governments undertake to build the cooperation on a set of basic principles defined as follows:

1. The cooperation between the Parties must take place within the framework of the overall national development policies of the Governments of Flanders and Malawi.
2. The co-operation will be based on the established national administrative standards and procedures of both Parties, and will be in accordance with accountable and transparent financial management.

3. The cooperation will be articulated in programme or project agreements, which will serve as instruments for dialogue on management and implementation. They specify the purpose and expected outputs, the rights and responsibilities of the parties, the format and content of the reporting and the procedures of the cooperation.
4. The Government of Flanders will actively support and facilitate the efforts of the Government of Malawi towards the coordination of donor inputs and when appropriate move from project and programme support towards sector wide approach in the mutually approved sector(s).

#### **ARTICLE 4**

#### **FORMS AND INSTRUMENTS OF COOPERATION**

1. The co-operation covered by this MOU can be implemented through direct or indirect cooperation.
2. In the case of direct cooperation, the implementation of the programmes and projects can be entrusted to a national, district or local government structure, to non-governmental or international organisations.
3. The indirect cooperation will be conducted in line with the priorities, existing rules and regulations of the Government of Malawi. In the case of indirect cooperation, the Government of Flanders undertakes to inform the Government of Malawi of the programmes or projects that will be supported by the Government of Flanders. The indirect actors hold the final responsibility for the indirect cooperation.

#### **ARTICLE 5**

#### **FUNDING**

1. Both governments undertake to make all efforts to enable the development co-operation to be sustained at an appropriate level.
2. The Government of Flanders will publish the budget allocated to its development cooperation with Malawi on a yearly basis.
3. The funding for the direct cooperation will be managed by the Ministry of Finance of the Government of Malawi.

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## **ARTICLE 6 PRIVILEGES AND IMMUNITIES**

1. For holders of diplomatic and official passports, the Vienna Convention relating to diplomatic and consular relations will be applicable.
2. For foreign personnel, their partners and dependents, who are not holders of diplomatic or official passports, and are responsible for the implementation of or working with the projects covered by the present MOU, the national laws will be applicable.

## **ARTICLE 7 DELEGATION OF COMPETENCIES**

1. For the implementation of this MOU the Flemish Department of Foreign Affairs will be competent to represent the Government of Flanders and the Government of Malawi will be represented by the Ministry of Foreign Affairs and International Cooperation. They will hereinafter be referred to as the competent authorities.

There will be regular consultations between the representatives of the competent authorities. These consultations will take place on an annual basis or when considered necessary by the parties.

2. The Flemish minister in charge of Development Cooperation will charge the Flemish International Cooperation Agency (FICA) with the identification, formulation, monitoring and evaluation of the programmes and projects set up within the frame of this MOU. FICA will be authorised to sign the Programme and Project Agreements on behalf of the Government of Flanders.
3. The Ministry of Finance will be authorised to sign the Programme and Project Agreements on behalf of the Government of Malawi.

## **ARTICLE 8 ENTRY INTO EFFECT, DURATION, AMENDMENT AND TERMINATION**

1. This MOU will enter into force on the date of signature thereof.

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2. This MOU will continue to apply for a period of five years, unless it is discontinued by one of the Parties who have informed the other Party in writing of its intention to discontinue the MOU, at least six months in advance.
3. This MOU can be amended or supplemented with mutual agreement of the Parties, following an exchange of letters between the competent authorities.

## **ARTICLE 9 DISPUTES**

Any disputes between the Parties related to the interpretation and implementation of this MOU will be resolved amicably by means of consultation and negotiation through them.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed and sealed this MOU in duplicate in the English and Dutch language, both being equally authentic,

On this date of ..... 23/07/2002 ..... in Brussels.

For the Government of Flanders,  
The Flemish Minister for  
Administrative Affairs, Foreign  
Policy, Media and Tourism

For the Government of Malawi,  
The Minister of Foreign Affairs  
and International Cooperation

  
Geert Bourgeois

  
Joyce Banda, M.P.