

No. 29897

**DENMARK
and
BURKINA FASO**

Exchange of letters constituting an agreement concerning support for the Pan African festival of cinema and television at Ouagadougou (with annexes). Copenhagen, 31 July and 7 August 1992

Authentic text: French.

Authentic text of annex I: English.

Registered by Denmark on 15 April 1993.

**DANEMARK
et
BURKINA FASO**

Échange de lettres constituant un accord relatif à un appui pour le festival panafricain du cinéma et de la télévision de Ouagadougou (avec annexes). Copenhague, 31 juillet et 7 août 1992

Texte authentique : français.

Texte authentique de l'annexe I : anglais.

Enregistré par le Danemark le 15 avril 1993.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN DENMARK AND BURKINA FASO CONCERNING SUPPORT FOR THE PAN AFRICAN FESTIVAL OF CINEMA AND TELEVISION AT OUAGADOUGOU

I

31 July 1992

S8 104.Burkina Faso.2

Madam,

Further to the request made by the Ministry of Foreign Affairs of Burkina Faso to the Danish Development Cooperation Office on 14 May 1992, I have the honour to inform you that the Government of Denmark is prepared to support the Pan African Festival of Cinema and Television at Ouagadougou (FESPACO) for the organization of FESPACO 93.

I have the honour to suggest that this cooperation should be implemented in accordance with the arrangements outlined in this exchange of letters and its annexes.

Article 1

DEFINITIONS

1.1. For the purposes of this Agreement, unless otherwise stated, “competent authorities” shall mean, in the case of the Government of Denmark, the Ministry of Foreign Affairs (Danish International Development Agency (DANIDA)) and, in the case of the Government of Burkina Faso, the Ministry of Finance and Planning or, for both parties, any other authority empowered to perform the functions currently exercised by the said authorities.

Article 2

OBJECTIVES OF COOPERATION

2.1. The long-term objectives of cooperation shall be:

To encourage the dissemination of all African cinematographic works and, hence, the promotion of contacts and exchanges of ideas among film-makers;

To contribute to the growth and development of the African cinema as a means of expression, education and consciousness-raising.

2.2. The immediate objective of cooperation shall be:

To improve the organization and management of the festival.

¹ Came into force on 7 August 1992 by the exchange of the said letters.

Article 3

EXPECTED RESULTS

3.1. For the purpose of attaining the objectives outlined above, cooperation shall be aimed at achieving the following results:

- Formulation and implementation of a marketing and public relations strategy for FESPACO 93;
- Formulation and implementation of a reliable system for reception, accommodation and programming;
- Consolidation of MICA with the objective of improving the delivery of services;
- Formulation and implementation of a strategy and schedule for the work of the press and information;
- Formulation of an information network and training of information service personnel in the installation and maintenance of the system.

Article 4

PLAN OF OPERATION

4.1. The plan of operation is contained in annex 1 to this Agreement. This plan shall be reviewed and updated as required.

*Article 5*SERVICES TO BE PROVIDED BY THE GOVERNMENT
OF BURKINA FASO

5.1. Within the framework of this Agreement, the Government of Burkina Faso shall:

- Designate the necessary counterparts to work with the Danish advisers;
- Ensure that the permanent secretariat of FESPACO receives the necessary support to achieve its long-term objective;
- Strive to ensure decentralization of decision-making and fiscal responsibility.

*Article 6*SERVICES TO BE PROVIDED BY THE GOVERNMENT
OF DENMARK

6.1. The Government of Denmark undertakes to provide the following services for the effective implementation of the cooperation programme:

	<i>DKr</i>
Technical assistance	1,470,000
Supply of materials	400,000
Strengthening of the permanent secretariat of FESPACO	100,000
Promotional campaign	100,000
Purchase of copies and film rights	500,000
Participation of women in the symposium on cinema and freedom	100,000

Management training of the organizers of FESPACO 93	100,000
Audit of accounts	<u>30,000</u>
GRAND TOTAL	2,800,000

6.2. Any proposal to include additional components or make reallocations among the existing components shall be subject to the approval of the two parties.

6.3. Technical and material assistance shall be provided under a contract concluded between DANIDA and DANICOM. The funds intended for strengthening the permanent secretariat, the promotional campaign, the symposium, management training and auditing may be transferred directly to the secretariat.

Article 7

MARITIME TRANSPORT

7.1. All maritime transport of the capital goods envisaged in this Agreement must take place in accordance with the principle of the free participation of vessels in international trade under the regime of free and honest competition.

Article 8

IMPORTS, IMPORT DUTIES AND OTHER PUBLIC CHARGES

8.1. The Government of Burkina Faso shall handle the formalities for the importation of the capital goods covered by this Agreement and for their clearance through customs.

8.2. The funds granted by the Danish Government may not be used for the payment of import duties, taxes, national charges or any other public charges such as import surcharges, duties to compensate for indirect taxation, or charges or deposits in connection with the issuance of payments and of licenses, including, in particular, import licenses for all equipment, materials, supplies and spare parts delivered by Denmark for the purposes of carrying out the agreed activities, regardless of whether such goods are imported into Burkina Faso or acquired in the territory of Burkina Faso.

Article 9

CUSTOMS AND RESIDENCE FACILITIES FOR TECHNICAL ASSISTANCE PERSONNEL

9.1. The Government of Burkina Faso shall ensure that advisers are exempt from:

- (a) All taxes and charges or any remuneration coming from Denmark;
- (b) All duties and charges on imports and exports of new or used personal effects and of equipment imported by advisers for their use during their mission in Burkina Faso.

9.2. The Government of Burkina Faso shall issue multiple entry and exit visas, work permits and residence permits to advisers.

*Article 10*ORGANIZATION AND IMPLEMENTATION
OF THE COOPERATION PROGRAMME

10.1. The activities for the organization and implementation of cooperation shall be carried out by the permanent secretariat of FESPACF.

Article 11

INFORMATION, FOLLOW-UP AND EVALUATION

11.1. The two Parties agree to collaborate fully for the achievement of the objectives of this Agreement. To this end, they shall exchange views on questions relating to cooperation and shall provide each other with any information which may be requested. The two Parties shall jointly undertake a review of the implementation of the programme in the event that either Party so requests.

11.2. DANIDA may, if required, undertake any technical or financial mission it deems necessary to monitor the implementation of the programme. The Government of Burkina Faso shall provide the persons responsible for such a mission with all necessary assistance, information and documentation.

11.3. An evaluation of this cooperation programme, carried out jointly, preferably by DANIDA and the Government of Burkina Faso, may be undertaken at the request of either of the Parties.

11.4. DANIDA may undertake follow-up and ex-post-facto evaluation activities.

Article 12

DURATION OF THE COOPERATION PROGRAMME

12.1. The technical assistance from DANICOM shall be provided up to the end of FESPACO 1993.

Article 13

REPORTS

13.1. At the end of the festival, the permanent secretariat of FESPACO shall provide a detailed report on the proceedings of the festival in general and the use of the Danish funds granted to FESPACO 93 in particular.

Article 14

TRANSFER OF OWNERSHIP

14.1. The materials supplied by the Government of Denmark shall become the property of the permanent secretariat of FESPACO unless the two Parties agree otherwise.

Article 15

ACCOUNTING AND AUDITING

15.1. Within six months of the last transfer of the funds made available for the operation of the permanent secretariat of FESPACO, accounts duly audited by an auditing firm shall be transmitted to DANIDA in accordance with the provisions of annex 2 to this Agreement.

15.2. The actual contribution shall not be disbursed until a duly audited account of the use of the contribution to FESPACO 91 has been made available.

15.3. Representatives of *Rigsrevisionen* (the Danish institution for the auditing of government accounts) may conduct, on the basis of all relevant documentation, any audit or inspection considered necessary of the use of the funds made available to the Government of Burkina Faso under this Agreement.

Article 16

ADDRESSES

16.1. The authorities responsible for the implementation of the Agreement shall be:

(a) In Denmark:

The Ministry of Foreign Affairs
DANIDA
Asiatisk Plads 2
1448 Copenhagen K
Denmark
Telephone: 33.92.00.00
Telex: 31292 etr dk
Fax: 31.54.05.33

(b) In Burkina Faso:

Ministère des Finances et du Plan
Ouagadougou
Burkina Faso
Telephone: 33.25.34
Telex: Secrétariat Général du Gouvernement
No. 5555 segegouv

The agency responsible for implementation shall be:

The Secrétariat Général Permanent du FESPACO
BP 2505
Ouagadougou
Burkina Faso
Telephone: 30.75.38
Telex: 5255 bf
Fax: 31.25.09

Article 17

ENTRY INTO FORCE

17.1. This Agreement shall enter into force on the date of the exchange of notes and shall remain in force until the end of the programme, unless it is denounced.

Article 18

AMENDMENTS AND DENUNCIATION

18.1. Any amendment to this Agreement shall be made through an exchange of letters between the two Parties.

18.2. The two Parties may denounce the Agreement jointly through an exchange of notes or unilaterally by means of notification. Such notification shall take effect three months after it is received by the other Party.

If the foregoing is acceptable to the Government of Burkina Faso, I have the honour to propose that this letter and your reply thereto shall constitute an agreement between our two Governments on this subject.

Accept, Madam, etc.

BIRGER RIIS-JØRGENSEN
Director, West and East Africa

Her Excellency Mrs. Anne Konate
Ambassador of Burkina Faso
Copenhagen

MINISTRY OF FOREIGN AFFAIRS
OF THE KINGDOM OF DENMARK

StS. 2. nr. 104. Dan. 6/5

GUIDELINES FOR ACCOUNTING, JUSTIFICATION, AUDITING, REPORTS, ETC., FOR
COUNTRIES RECEIVING BILATERAL AID FROM DENMARK IN THE FORM OF DE-
VELOPMENT AID

Article 1

SPHERE OF APPLICATION

These guidelines for accounting, justification, auditing, reports, etc. are intended for central and local authorities, public and parapublic bodies and similar bodies of developing countries which receive, on a bilateral basis, Danish public funds intended for the financing of development projects or similar activities in the context of the development effort.

The guidelines are for Danish public grants used to finance, in whole or in part, development activities agreed upon between Denmark and the beneficiary country under a government agreement, an exchange of notes or another bilateral agreement.

Article 2

THE GRANT AND ITS PAYMENT

The amount of the Danish grant, its allocation and the period envisaged for its mobilization shall be determined by the agreement reached which, in general, shall also include a budget summary and a timetable of phased payments of the Danish grant.

The payments of Danish grants shall be made under an agreement reached and following a request made to the Danish authorities by the Ministry or Finance or by another central, competent authority of the beneficiary country. The request for the payment of the grant must be accompanied by an indication of the bank account which is to receive the transfer. On receipt of the payment, the beneficiary country shall send the Danish authorities a receipt drawn up in its currency.

The Danish authorities may make the payment of a grant subject to prior receipt from the authorities of the beneficiary country of adequate justification of the allocation, under the agreement, of prior payments. Such justification may also be requested if the beneficiary country requests that a payment be made earlier than stipulated in the agreement.

Unused amounts shall be returned to the Danish treasury or, following agreement with the Danish authorities, applied to subsequent payments in the event that the agreement is renewed.

Surpluses in relation to activity budgets, including those resulting from cost increases, shall not concern the Danish authorities unless otherwise provided.

Article 3

ALLOCATION OF THE GRANT AND REPORTS

The authorities of the beneficiary country must use the Danish grant exclusively for the purposes envisaged in the agreement; they must, as far as possible, ensure that the timetable for carrying out the activities is respected and that the funds are allocated in accordance with the established budgets.

Departures from the budget or significant reallocations may be made only after agreement with the Danish authorities.

The authorities of the beneficiary country must enter into negotiations with the Danish authorities if changes of activities are required in relation to the provisions of the agreement, if there are delays in the activities envisaged in relation to general progress, or if there are major changes in the preconditions for the granting of funds.

Once a year, or at any other interval agreed upon in the agreement, the authorities of the beneficiary country must submit a report on the general progress of activities, including numerical data on completed activities. If the activities include construction or other civil engineering work, the authorities of the beneficiary country must send certificates of completion to the Danish authorities, at agreed intervals. Payments shall normally be subject to this precondition, cf. article 2.

After the completion of the activities or on the expiry of the agreement, the authorities of the beneficiary country, following agreement and in cooperation with the Danish authorities, must submit, together with the accounts, a final report on the general progress of activities.

For the duration of the agreement, the competent Danish authorities shall be authorized, at any time, to request the authorities of the beneficiary country to provide any relevant information on the conduct and progress of activities and to make a visit.

Article 4

ACCOUNTING

The authorities of the beneficiary country must ensure that, during the implementation of activities, regular accounts are maintained on the allocation of the Danish grants. In this respect, the Danish authorities normally expect

That the donation should be shown as a receipt in the accounts,

That the expenses should be specified in the accounts to a level which is at least as detailed as the information in the activity budget,

That expenses which can be identified as being financed from the Danish grant can be documented by supporting information,

That the accounts should at all times show the existence of non-used funds from a payment made,

That an inventory should be made of capital goods and major movable property purchased with the Danish grant,

That the accounts (including, where applicable, the inventory) should be signed by the authority responsible for the activities and by the auditor, cf. article 5.

Once a year, or at another interval envisaged in the agreement, the authorities of the beneficiary country shall draw up accounts of the activities carried out. The exercise may correspond to the financial year of the beneficiary country, but the accounts must in all cases be submitted to the Danish authorities within six months of the closure of the financial period.

If justified by the situation, the Danish authorities may request that partial accounts be drawn up for isolated activities completed under the agreement, for example, civil engineering and construction works.

The authorities of the beneficiary country must, as far as possible, within six months of the completion of the activities or the expiry of the agreement, submit to the Danish authorities final accounts which must *inter alia*, show the balance for payments made under the agreement. Any balance in favour of the Danish authorities shall be returned to the Danish treasury, cf. article 2.

If the agreement provides, on its expiry, for a receipt operation as such of capital and moveable goods or buildings purchased under the Danish donation, the two parties shall draw up a list of these items with an indication of their value for the purposes of the receipt operation.

Article 5

AUDITING OF ACCOUNTS

The accounts drawn up and submitted to the Danish authorities by the authorities of the beneficiary country must be duly audited by the central authority of the beneficiary country or an agreed accounting expert.

The auditing must be supported by a certification of the auditor (signature) on the accounts, accompanied where appropriate by comments of the auditor (auditing record).

The authorities of the beneficiary country must, to the extent necessary, assist the Danish authorities responsible for accounting if, for the duration of the agreement, they express the wish to observe the activities envisaged by the agreement in the beneficiary country. On such occasion, the Danish authorities of the beneficiary country may, after agreement with the authorities of the beneficiary country, demand access to reports, accounts, inventories and other relevant documents so as to be able to make a judgement on the implementation of activities in relation to the modalities of the agreement and these guidelines.

II

EMBASSY OF BURKINA FASO
THE AMBASSADOR

Copenhagen, 7 August 1992

No. 92-607/ABF/CPH

Sir,

By your letter No. 104.Burkina Faso.2 of 31 July 1992 you informed me of the following:

[See letter I]

[Annexes as under letter I]

I have the honour to confirm that the authorities of Burkina Faso are in agreement with the preceding provisions and to inform you that this letter and its annexes shall constitute an agreement between our two Governments.

Accept, Sir, etc.

ANNE KONATE

Dr. Birger Riis-Jørgensen
Director for West and East Africa
Ministry of Foreign Affairs
Copenhagen
