Competent Authority Arrangement on the Mode of Application on the Implementation of Part VI of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting between the competent authorities of the Government of Australia and the Government of France

The competent authorities of Australia and of France (hereinafter referred to as the "Contracting Jurisdictions") hereby enter into the following mutual arrangements (hereinafter referred to as the "Competent Authorities Arrangement" or the "CAA") to establish the mode of application of the arbitration process provided for in Part VI of the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (hereinafter referred to as "the Convention"). This Competent Authorities Arrangement is entered into pursuant to Article 24 of the Convention between Australia and the French Republic for the Avoidance of Double Taxation with respect to Taxes on Income and the Prevention of Fiscal Evasion and Protocol (hereinafter referred to as "the Covered Tax Agreement"), as modified by Article 16 of the Convention, and paragraph 10 of Article 19 of the Convention. The competent authorities may modify or supplement this Competent Authorities Arrangement by mutual consent in writing.

Section 1. Request for submission of case to arbitration

1.1 A request that unresolved issues arising from a Mutual Agreement Procedure case be submitted to arbitration pursuant to paragraph 1 of Article 19 of the Convention (hereinafter referred to as the "request for arbitration") will be made in writing and sent to one or both of the competent authorities. The request must contain sufficient information to identify the case. The request will also be accompanied by a written statement by each of the persons who either made the request or is directly affected by the case that no decision on the same issues has already been rendered by a court or administrative tribunal of the Contracting Jurisdictions.

1.2 Within 30 days after the receipt of the request, a competent authority who received it without any indication that it was also sent to the other competent authority will send a copy of that request and the accompanying statements to the other competent authority.

Section 2. Minimum information necessary for case to be considered

2.1 For purposes of Article 19 of the Convention, references to "the information necessary to undertake substantive consideration of the case" and "the minimum information necessary for each competent authority to undertake substantive consideration of the case" will be understood as follows:

(a) for Australia, the information and documentation which must be provided when making a request for Mutual Agreement Procedure as set out on the Mutual Agreement Procedure page on the Australian Taxation Office website, ato.gov.au, as such guidance may be amended from time to time;

(b) for France the information set out in the BOI-INT-DG-20-30-10 n°190 (15th April 2026), as such guidance may be amended from time to time;

(c) on a facultative basis, a proposed resolution by the taxpayer addressing the unresolved issue to be arbitrated and their position as to how the taxation not in accordance with the Convention could be resolved; and

(d) any other specific additional information requested by the competent authority of a Contracting Jurisdiction within three calendar months after the receipt of the request for a mutual agreement procedure.

2.2 The competent authorities of the Contracting Jurisdictions will notify each other of any significant changes that are made with respect to the information requirements provided in their domestic guidance relevant to a request for a Mutual Agreement Procedure.

2.3 Where both competent authorities mutually decide that a person directly affected by the case has failed to provide in a timely manner any additional information requested by either competent authority after the start date of the period provided in subparagraph b) of paragraph 1 of Article 19 of the Convention, that period will be extended for an amount of time equal to the period beginning on the date by which the information was requested and ending on the date on which the information was provided.

Section 3. Terms of reference

3.1

(a) Within 60 days after the request for arbitration has been received by both competent authorities, the competent authorities will jointly determine the unresolved issue to be resolved by the arbitration panel and communicate them in writing to the person who made the request for arbitration. This will constitute the "Terms of Reference" for the case. Notwithstanding the following provisions of this Competent Authorities Arrangement, the competent authorities may also, in the Terms of Reference, provide procedural rules that are additional to, or different from, those included in these provisions and deal with such other matters as are deemed appropriate.

(b) If the Terms of Reference have not been communicated to the person who made the request for arbitration within the period referred to in sub-paragraph a) above, that person and each competent authority may, within 30 days after the end of that period, communicate in writing to each other a list of issues to be resolved by the arbitration. All the lists so communicated during that period will constitute the tentative Terms of Reference. Within 30 days after all the arbitrators have been appointed as provided in the following provisions of this Competent Authorities Arrangement, the Chair will communicate to the competent authorities and the person who made the request for arbitration a revised version of the tentative Terms of Reference based on the lists so communicated. Within 30 days after the revised version has been received by both of them, the competent authorities may jointly determine different Terms of Reference and communicate them in writing to the arbitrators and the person who made the request for arbitration. If they do so within that period, these different Terms of Reference will constitute the Terms of Reference for the case. If no different Terms of Reference have been jointly determined by the competent authorities and communicated in writing within that period, the revised version of the tentative Terms of Reference prepared by the arbitrators will constitute the Terms of Reference for the case.

Section 4. Appointment of arbitrators

4.1 Notwithstanding the provisions of Article 20 of the Convention, the competent authorities of the Contracting Jurisdictions have jointly determined that the following rules will govern the appointment of the members of an arbitration panel:

(a) Each competent authority will appoint one panel member within 90 days of the date of the request for arbitration under paragraph 1 of Article 19 of the Convention. The two members so appointed will, within 60 days of the latter of their appointments, appoint a third member who will serve as the Chair of the arbitration panel. The arbitrators will choose the Chair from the list that has been jointly determined by the competent authorities pursuant to paragraph 4.6. In the event that no list has been provided pursuant to subparagraph 4.6 or none of the persons identified in the list are available, the arbitrators will mutually appoint a Chair at their discretion.

(b) In the event that the competent authority of a Contracting Jurisdiction fails to appoint a member of the arbitration panel within the time period specified in subparagraph (a) above, a member will be appointed on behalf of that competent authority by the highest ranking official of the Centre for Tax Policy and Administration of the Organisation for Economic Co-operation and Development who is not a national of either Contracting Jurisdiction. The relevant appointment will be made within 60 days after receiving a request to that effect from the person who made the request for arbitration.

(c) If the two initial members of the arbitration panel fail to appoint the Chair within the time period specified in subparagraph 4.1(a), the Chair will be appointed by the highest ranking official of the Centre for Tax Policy and Administration of the Organisation for Economic Co-operation and Development who is not a national of either Contracting Jurisdiction. The relevant appointment will be made within 60 days after receiving a request to that effect from the person who made the request for arbitration. In these circumstances, the Chair of the arbitration panel will be appointed from the list that has been jointly determined by the competent authorities pursuant to paragraph 4.6. In the event that no list has been provided pursuant to paragraph 4.6 or none of the persons identified in the list are available, a Chair will be appointed by and at the discretion of the highest ranking official of the Centre for Tax Policy and Administration of the Organisation for Economic Co-operation and Development who is not a national of either Contracting Jurisdiction.

4.2 Except to the extent that the competent authorities jointly determined different rules, the procedures provided in Article 20 of the Convention and Section 4 of this Competent Authorities Arrangement will apply with the necessary adaptations if for any reason it is necessary to replace an arbitrator after the arbitration process has begun. In such circumstances, the competent authorities will also jointly determine necessary adaptations, as appropriate, to the deadlines provided in Section 5 of this Competent Authorities Arrangement.

4.3 An arbitrator will be considered to have been appointed when a letter confirming that appointment and signed by both the arbitrator and the person or persons who have the power to appoint that arbitrator has been communicated to both competent authorities.

4.4 The competent authorities will appoint arbitrators who have expertise or experience in international tax matters. They need not, however, have experience as either a judge or arbitrator. In this respect:

a) Each arbitrator appointed to the arbitration panel will be impartial and independent of the competent authorities, tax administrations, and ministries of finance of the Contracting Jurisdictions and of all persons directly affected by the case (as well as their advisors and any related persons).

b) In particular, the arbitrators will not be employed by the competent authorities, tax administrations, and ministries of finance of the Contracting Jurisdictions and of all persons directly affected by the case (as well as their advisors and any related persons) in the period of 12 months preceding an appointment and at the time of accepting an appointment.

c) The arbitrators will maintain their impartiality and independence throughout the proceedings, and avoid any conduct for 12 months after the date the panel delivers its decision under paragraph 5.8 or subparagraph 5.9(e), as the case may be, or any other period jointly determined by the competent authorities, which may damage the appearance of impartiality and independence of the arbitrators with respect to the proceedings. Each arbitrator appointed to the arbitration panel will execute a written certification to this effect.

d) The arbitrators will undertake to promptly disclose to both competent authorities, in writing, any new facts or circumstances that arise during or following the arbitration proceedings that might give rise to doubts with respect to their impartiality or independence.

e) For the purposes of this paragraph, a person who has accepted an appointment as an arbitrator in another arbitration proceeding pursuant to Part VI of the Multilateral Convention, or pursuant to the provisions of any other bilateral or multilateral agreement providing for the arbitration of unresolved issues in a mutual agreement procedure case, will not be considered based on such appointment to be employed, or to have been employed, by the competent authority, tax administration or ministry of finance of a Contracting Jurisdiction.

4.5 If a competent authority becomes aware of a breach by an arbitrator of the impartiality and independence requirements referred to in paragraph 4.4 they will bring that breach to the attention of the other arbitrators and the competent authority of the other Contracting Jurisdiction immediately. The competent authorities will then, based on the particular facts and circumstances of the case and the breach, jointly determine how to proceed and may, for example –

(a) remove and replace the relevant arbitrator;

(b) terminate the arbitration proceeding and appoint a new arbitration panel; or

(c) invalidate the arbitration decision, if the arbitration decision has already been rendered.

4.6 The competent authorities will identify and jointly determine on a list of at least 3 persons who are qualified and willing to serve as the Chair of an arbitration panel. The competent authorities will review and revise this list as necessary. The persons to be identified for purposes of this list will meet the requirements of paragraph 4.4.

Section 5. Arbitration process

Final Offer Arbitration

5.1 Within 90 days after the appointment of the Chair of the arbitration panel (unless, before the end of that period, the competent authorities jointly determine a different period or jointly determine to use a different type of arbitration process, such as the approach described in paragraph 5.9, with respect to the relevant case), the competent authority of each Contracting Jurisdiction will submit to the Chair of the arbitration panel a proposed resolution which addresses all unresolved issue(s) in the case (taking into account all agreements previously reached in that case between the competent authorities). The Chair will forward the proposed resolutions to the other members of the arbitration panel and the other competent authority only after receipt of both proposed resolutions or after the 90-day period has expired, whichever is the earlier. The proposed resolution will be limited to a disposition of specific monetary amounts (for example, of income or expense) or, where specified, the maximum rate of tax that may be charged pursuant to the provisions of the Covered Tax Agreement (as it may be modified by the Convention), for each adjustment or similar issue in the case. In a case in which the competent authorities of the Contracting Jurisdictions have been unable to reach agreement on an issue regarding the conditions for application of a provision of the Covered Tax Agreement (as it may be modified by the Convention) (hereinafter referred to as a "threshold question"), such as whether an individual is a resident or whether a permanent establishment exists, the competent authorities may submit alternative proposed resolutions with respect to issues the determination of which is contingent on resolution of such threshold questions.

5.2 The competent authority of each Contracting Jurisdiction may also submit a supporting position paper for consideration by the arbitrators. Any such supporting position paper will be submitted to the Chair of the arbitration panel within the period of time provided for in paragraph 5.1.The Chair will forward the supporting position papers to the other members of the arbitration panel and the other competent authority only after receipt of both supporting position papers or after the period of time provided for in paragraph 5.1 has expired, whichever is the earlier.

5.3 In the event that the competent authority of one Contracting Jurisdiction fails to submit a proposed resolution within the period of time provided for in paragraph 5.1, the Chair of the arbitration panel will inform the competent authority that if a proposed resolution is not received within an additional 7 days, the arbitration panel will select as its decision the proposed resolution submitted by the other competent authority. A proposed resolution submitted after the 7-day period cannot be selected by the arbitration panel unless the CAs mutually agree, in writing, to this.

5.4 Each competent authority may also submit a reply submission with respect to the proposed resolution and supporting position paper submitted by the other competent authority. Any such reply submission will be submitted to the Chair of the arbitration panel within 150 days after the appointment of the Chair of the arbitration panel. The Chair will forward the reply submissions to the other members of the arbitration panel and the other competent authority only after receipt of both reply submissions or after the 150-day period has expired, whichever is the earlier.

5.5 In the event that the competent authority of one Contracting Jurisdiction fails to submit a reply submission within the period of time provided for in paragraph 5.4, the Chair of the arbitration panel will inform the competent authority that any reply submission not received within an additional 7 days will not be considered by the arbitrators.

5.6 Additional information may be submitted to the Chair only at their request on behalf of the arbitration panel. Copies of the arbitration panel's request and the competent authority's response will be provided to the other competent authority on the date on which the request or the response is submitted. The competent authority's response will be submitted within 14 days of the request. The Chair may request additional information only from the competent authorities and only information that consists of existing documents, not new or additional analyses.

5.7 As far as possible, the arbitrators will use tele- and videoconferencing to communicate between themselves and with both competent authorities. If a face-to-face meeting involving additional costs is necessary, the Chair will contact the competent authorities who will decide when and where the meeting will be held and will communicate that information to the arbitrators.

5.8 The arbitration panel will select as its decision one of the proposed resolutions for the case submitted by the competent authorities with respect to each issue and any threshold questions and will not include a rationale or any other explanation of the decision. The arbitration decision will be adopted by a simple majority of the arbitrators. The arbitration decision will be delivered to the competent authorities of the Contracting Jurisdictions in writing within 90 days after the reception by the arbitrators of the last reply submission or, if no reply submission has been submitted, within 180 days after the appointment of the Chair of the arbitration panel. The arbitration decision will have no precedential value.

Independent Opinion Arbitration

5.9 (a) If, within 60 days after the appointment of the Chair of the arbitration panel, the competent authorities jointly determine to use the independent opinion arbitration process, each competent authority will provide to the arbitration panel and to the other competent authority, within 120 days after that joint determination, any information that it considers necessary for the panel to reach its decision. That information should include a description of the facts and the unresolved issues to be decided together with the positions of the competent authorities.

(b) In the event that the competent authority of one Contracting Jurisdiction fails to submit the information described in subparagraph (a) within the period of time provided for in that subparagraph, the Chair of the arbitration panel will inform the competent authority of the Contracting Jurisdiction that if a proposed position is not submitted within an additional 7 days the arbitration panel will select as its decision the position submitted by the other competent authority.

(c) The competent authority who received the written request for arbitration will notify the person who made the request for arbitration of the competent authorities joint determination to use the independent opinion arbitration process described in this paragraph within 30 days of making that joint determination. Any written materials prepared by the person who made the request for arbitration or his representatives will be submitted to the arbitrators by the competent authorities. Such materials will only be presented to the arbitrators if they are provided to both competent authorities within 120 days after the notification referred to in the first sentence of this subparagraph.

(d) The arbitrators will decide the issues submitted to arbitration in accordance with the applicable provisions of the Covered Tax Agreement, as modified by the Convention, and, subject to these provisions, of those of the domestic laws of the Contracting Jurisdictions. The arbitrators will also consider any other sources which the competent authorities of the Contracting Jurisdictions may by a joint determination expressly identify.

(e) Unless the competent authorities jointly determine otherwise, the arbitration decision will be delivered to the competent authorities of the Contracting Jurisdictions in writing within 365 days after the date of the appointment of the Chair and will indicate the sources of law relied upon and the reasoning which led to its result. The arbitration decision will be adopted by a simple majority of the arbitrators. The arbitration decision will have no precedential value.

5.10 If, at any time after a request for arbitration has been made and before the arbitration panel has delivered its decision to the competent authorities, a decision concerning the issue is rendered by a court or administrative tribunal of one of the Contracting Jurisdictions, the arbitration process will terminate.

Section 6. Communication of information and confidentiality

6.1 The competent authorities will, together, ensure each arbitrator agrees in writing, prior to acting in an arbitration proceeding, to abide by and be subject to the confidentiality and non-disclosure provisions of Article 25 and of the applicable domestic laws of the Contracting Jurisdictions. If an arbitrator uses staff in connection with the performance of their duties, each staff member will be required to execute a similar written agreement.

6.2 Before the Chair is appointed, the competent authorities will send any correspondence concurrently to both arbitrators.

6.3 After the Chair is appointed, unless jointly determined otherwise by the competent authorities and the Chair, the competent authorities will send any correspondence to the Chair (with a copy sent to the other competent authority). The Chair will send any correspondence from the arbitrators to the competent authorities concurrently to both competent authorities.

6.4 Except with regard to administrative or logistical matters, no arbitrator will have any *ex parte* communications with one competent authority with respect to the mutual agreement case that resulted in the arbitration proceeding.

6.5 All communication, except with regard to administrative or logistical matters, between the arbitrators and the competent authorities will be in writing. Unless the competent authorities otherwise jointly determine, written communication by email is allowed to the extent that appropriate measures are taken to preserve the confidentiality of any information that may identify the taxpayer. Express or priority mail or a courier service will be used for all correspondence other than that sent via email.

6.6 No substantive discussions may take place without all three arbitrators present.

6.7 Except as permitted pursuant to 5.9(c), no arbitrator will have communications regarding the issues or matters before the arbitration panel, during or subsequent to the arbitration proceedings with

(a) the person who presented the case;

(b) any other person whose tax liability to either Contracting Jurisdiction may be directly affected by a mutual agreement reached as a result of the case; or

(c) their representatives or agents

6.8 At the termination of the arbitration proceedings each arbitrator and any staff will immediately destroy all documents or other information received in connection with the proceedings.

Section 7. Operating procedures

7.1 To the extent needed, the arbitration panel may adopt any additional procedures necessary for the conduct of its business, provided that the procedures are not inconsistent with any provision of Part VI of the Convention or Article 24 of the Covered Tax Agreement, as modified by Article 16 of the Convention.

7.2 If the arbitration panel adopts any additional procedures, the Chair will provide a written copy of them to the competent authorities. These procedures will have effect only if both competent authorities mutually consent.

Section 8. Costs

8.1 Unless the competent authorities otherwise jointly determine:

(a) Each competent authority will bear its own expenses and those of its appointed panel member. Each competent authority will determine the fee of its appointed panel member, which cannot exceed that of the chair; and

(b) The cost of the chair of the arbitration panel and other expenses associated with the conduct of the arbitration proceedings will be jointly determined and borne by the competent authorities in equal shares.

Section 9. Failure to communicate the decision within the required period

9.1 In the event that the decision has not been communicated to the competent authorities within the period provided for in paragraph 5.8 or subparagraph 5.9(e), as the case may be, or within any other period jointly determined to by the competent authorities, the fees of each arbitrator will be limited to an amount, if any, mutually decided upon by the competent authorities at the time. In such a case, the competent authorities may jointly determine to appoint new arbitrators in accordance with Article 20 of the Convention and Section 4 of this Competent Authorities Arrangement. The date of such joint determination to appoint new arbitrators will, for the purposes of the subsequent application of Article 20 of the Convention and Section 4 of this Competent Authorities Arrangement, be deemed to be the date when the request for arbitration has been received by both competent authorities.

Section 10. Final decision

10.1 If a final decision by a court of one of the Contracting Jurisdictions holds that the arbitration decision is invalid, the arbitration decision will not be binding on the Contracting Jurisdictions. In such a case, the request for arbitration under paragraph 1 of Article 19 of the Convention will be considered not to have been made, and the arbitration process will be considered not to have taken place (except for the purposes of Article 21 (Confidentiality of Arbitration Proceedings) and Article 25 (Costs of Arbitration Proceedings) of the Convention and Sections 6 and 8 of this Competent Authorities Arrangement). In such a case, a new request for arbitration may be made unless the competent authorities jointly determine that such a new request should not be permitted.

10.2 It is understood that subdivision ii) of subparagraph b) of paragraph 4 of Article 19 of the Convention is intended to apply where, under the domestic laws of a Contracting Jurisdiction, a court has invalidated the arbitration decision based on a procedural or other failure or other conduct that has materially affected the outcome of the arbitration proceeding, which may include:

(a) a violation of the impartiality or independence requirements applicable to arbitrators pursuant to Article 20 of the Convention and Section 4 of this Competent Authorities Arrangement;

(b) a breach of the confidentiality requirements applicable to arbitrators pursuant to Article 21 of the Convention and Section 6 of this Competent Authorities Arrangement;

(c) any other failure to adhere to the procedural requirements provided in Part VI of the Convention and this Competent Authorities Arrangement; or

(d) collusion between the person who presented the Mutual Agreement Procedure request and one of the Contracting Jurisdictions.

10.3 It is understood that Section 11 of this Competent Authorities Arrangement does not provide independent grounds for the invalidation of an arbitration decision where such grounds do not exist under the domestic laws of the Contracting Jurisdictions.

Section 11. Implementing the arbitration decision

11.1 The competent authorities will implement the arbitration decision within 180 days after the communication of the decision to them by mutual determination on the case that led to the arbitration.

11.2 The mutual agreement reached will only be given effect after all persons directly affected by the case have confirmed, in writing, their acceptance of that mutual agreement and that they have withdrawn all issues resolved by the decision from consideration by any court or administrative tribunal or have otherwise terminated any pending court or administrative tribunal proceedings with respect to those issues in a manner consistent with that decision.

Section 12. Entry into effect of Part VI (Arbitration) of the Convention

12.1 As provided by Article 36 (Entry into Effect of Part VI) of the Convention the provisions of Part VI (Arbitration) of the Convention will have effect with respect to cases presented to the competent authority of a Contracting Jurisdiction on or after the later of the dates on which the Convention has entered into force for each of the Contracting Jurisdictions.

Section 13. Reservation with respect to the scope of cases that will be eligible for arbitration under the provisions of Part VI of the Convention

Pursuant to subparagraph a) of paragraph 2 of Article 28 of the Convention, the following reservations have been made with respect to the scope of cases that will be eligible for arbitration under the provisions of Part VI of the Convention:

(a) By Australia

(i) Australia reserves the right to exclude from the scope of Part VI of the Convention any case to the extent that it involves the application of Australia's general anti-avoidance rules contained in Part IVA of the Income Tax Assessment Act 1936 and section 67 of the Fringe Benefits Tax Assessment Act 1986. Australia also reserves the right to extend the scope of the exclusion for Australia's general anti-avoidance rules to any provisions replacing, amending or updating those rules. Australia will notify the Depositary of the Convention any such provisions that involve substantial changes.

(b) By France

(i) France reserves the right to exclude from the cases that shall be eligible for arbitration under the provisions of Part VI cases involving elements of income or capital that are not taxed by a Contracting Jurisdiction when such elements of income or capital are not included in a tax base in that Contracting Jurisdiction or on the basis that such elements of income or capital are entitled to tax exemption or a zero tax rate under the national tax law of that Contracting Jurisdiction.

(ii) France reserves the right to exclude from the cases that shall be eligible for arbitration under the provisions of Part VI cases for which a taxpayer is the subject of an administrative or criminal penalty for tax fraud, deliberate omission or serious failure to comply with a declaratory obligation.

(iii) France reserves the right to exclude from the cases that shall be eligible for arbitration under the provisions of Part VI cases that involve on average, and per fiscal year or tax year, a taxable income of less than 150 000 €.

(iv) France reserves the right to exclude from the cases that shall be eligible for arbitration under the provisions of Part VI cases falling within the scope of an arbitration procedure provided for by a legal instrument formulated under the aegis of the European Union, such as the Convention on the elimination of double taxation in connection with the adjustment of profits of associated enterprises (90/436/EEC) or any other subsequent instrument.

(v) France reserves the right to exclude cases that shall be eligible for arbitration under the provisions of Part VI by mutual agreement with the competent authority of the other State. Such agreement shall be formulated before the beginning of the arbitration procedure and shall be notified to the person who has presented the case.

(vi) *When a reservation formulated by another State pursuant to article 28(2)(a) of the Convention makes reference to its internal law, France reserves the right to exclude from the cases that shall be eligible for arbitration under the provisions of Part VI cases that would be excluded from the cases eligible for arbitration under the provisions of Part VI if the reservations of the other State were formulated by reference to any similar provision in French law or to any subsequent provision replacing, amending or modifying such provisions. The French competent authorities will consult the competent authorities of the other Contracting States for the purpose of specifying in the agreement provided for at article 19(10) each of the similar provisions existing in French law*

Section 14. Entry into effect and termination

14.1 This Competent Authorities Arrangement takes effect on the date it has been signed on behalf of both competent authorities and remains in effect until terminated by either competent authority giving at least 6 months written notice to the other competent authority.

14.2 Arbitrations that have commenced prior to the termination date will be concluded in accordance with this Competent Authorities Arrangement.

The foregoing represents the understanding reached between the competent authorities and does not constitute a treaty.

For the competent authority of the Government of Australia

Signature of representative

Jonathan Todd

Printed name of representative

Assistant Commissioner

Official title of representative

For the competent authority of the Government of France

Signature of representative

Mr Stéphane Créange,
Director of legal certainty and
tax audit,
General directorate for public
finance,
Ministry of public action and finance