

CONTRACT

between

School of Government, University of Western Cape, the Programme for Land and Agrarian Studies (PLAAS)

and

The Agricultural University of Norway, Centre for International Environment and Development Studies (NORAGRIC)

regarding

scientific collaboration on the project:

" Support to Human Rights and Governance in South Africa's Land and Agrarian Reform"

2001

Whereas PLAAS has presented a project proposal dated June 2001 ("the Project"), requesting NORAD's financial support to the Project; Whereas NORAD has decided to positively meet the request for a project duration starting from 1st January 2001 to 31st December 2001 and three subsequent years. Whereas NORAD has requested the University of Oslo via NIHR to undertake the responsibility for the following up of the Project from the Norwegian side;

NORAGRIC will act as a Norwegian partner in research collaboration, scientific competence building, student and staff exchange with PLAAS. This contract will indicate the modalities of this collaboration. The following has therefore been agreed between the two Parties:

Article I

Scope, Objectives and Activities

1. The present contract sets forth the terms and procedures for co-operation between Parties in the planned period from 1st January 2001 to 31st December 2001, with the understanding that similar provisions shall apply for years 2002 - 2004 as well. The objectives, contents and budgets of the Project are further specified in the attached Project description in Annex I. Of the total amount of NOK 1.5 million to finance the project, NOK 900.000 will finance PLAAS activities, while NOK 600.000 will finance Noragric activities.

Article II

Co-operation - Representation - Administration

1. The Parties shall co-operate fully to ensure the successful implementation of the Project. To that effect each Party shall furnish to the other Party all such information as may be required to the Project.

2. The Parties will hold meetings when deemed necessary, where the progress of the Project will be reviewed, and interim financial and narrative report will be presented, as well as a project proposal for continued funding in subsequent years. The dates and venue for the meetings will be decided with regards to what is most practical and cost-efficient, and will be agreed between the Parties. NORAD and NIHR shall be invited to participate in this meeting.

Article III

Contributions and Obligations of PLAAS

PLAAS shall *inter alia*:

1. have the overall responsibility for planning, administration and implementation of each activity under the Project, including defining NORAGRIC's role and responsibilities;
2. have the overall responsibility to inform the NIHR of major deviations from the agreed plans and together with NORAGRIC give an assessment of the technical and economical consequences thereof.
3. promptly inform NORAGRIC of any condition which interferes with the successful implementation of the project.
4. provide facilities such as office accommodation, computer etc. for the Norwegian PhD student while undertaking field work and data collection in South Africa.
5. have employment responsibilities for the South African PhD student to be financed over the programme.
6. provide assistance to visiting NORAGRIC researchers.
7. produce a joint report to NIHR based on a narrative report and financial statement on the project funds allocated for PLAAS and a narrative report and financial statements from NORAGRIC.

Article IV

Contributions and Obligations of NORAGRIC

NORAGRIC shall inter alia:

1. have overall employment responsibility for the Norwegian PhD student during the programme period, This includes social costs and insurance costs as well as provide adequate working facilities while in Norway. NORAGR1C will also provide scientific advisors for the PhD work.
2. provide scientific and administrative assistance for junior researchers from PLAAS when visiting NORAGRIC.
3. report to PLAAS in a separate narrative report and financial statement on the disbursement of project funds allocated for NORAGRIC.
4. promptly inform PLAAS of any condition which interferes with the successful implementation of the project.

Article V

Financial matters and Disbursements

1. The present contract sets forth the terms and procedures for co-operation between the Parties. The conditions for the allocated Grants to the respective institutions, PLAAS and NORAGRIC, (regarding interest, reallocation of remaining funds and repayment of unused funds) is further specified in the contract between NIHR and PLAAS.
2. NIHR will deposit NOK 900 000 in a special account in PLAAS.
- 3 NIHR will deposit NOK 600 000 in the NORAGRIC account for the costs incurred under the project.

Article VI

Ownership

1. Ownership of equipment, supplies and other property financed from the Grant shall remain with the PLAAS.
2. Research findings and other collaborative scientific work, produced as a result of the project, may be used by both Parties without any kind of payment.

Article VII

Reports

1. PLAAS and NORAGRIC shall jointly submit annual reports on the implementation of the Project to NIHR.
2. PLAAS shall submit with assistance from NORAGRIC a second in depth review of the progress and status of the land and agrarian reform in South Africa, with particular focus on the contribution of land reform to sustainable development, by September 2002.
3. PLAAS and NORAGRIC shall jointly submit to NIHR statements of expenditures according to plans together with the annual reports. Audited statements of expenditure as of 31 December every year shall be submitted before 31 May of the following year, and, upon completion of the Project a final financial statement including all costs incurred under the Project.

Article X

Evaluations and Reviews

The Parties will agree upon measures for evaluations and reviews (if necessary) in writing.

Article XI

Disputes - Entry into Force - Completion - Termination

1. If any dispute arises relating to the implementation or interpretation of the present Contract, there shall be consultations between the Parties, with an aim to reaching an agreement. If disputes can not be resolved between the Parties, these issues shall be referred to NIHR for final decision.
2. This Contract shall enter into force on the date of its signature and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled shall be determined in consultation between the Parties. It may be revised by mutual agreement between the Parties concerned.
3. Notwithstanding the previous clause, either Party may terminate the present contract by giving three months written notice to the other Party.

This Contract is drawn in duplicate with one original for PLAAS and one original for NORAGRIC.

Signed in Cape Town the 28th day of September of 2001.

For PLAAS

/signature/
Prof. B. Consins
Director

For NORAGRIC

/signature/
Ruth Haug

