

# CONTRACT

between

THE AGRICULTURAL UNIVERSITY OF NORWAY

and

SOKOINE UNIVERSITY OF AGRICULTURE

regarding

**Future Opportunities and Challenges in Agricultural Learning (FOCAL)  
Programme**

**Under continued Norwegian support to Sokoine University of  
Agriculture**

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## 1. Preamble

**WHEREAS** the Government of the Kingdom of Norway ("Norway") and the Government of the United Republic of Tanzania have entered into an agreement (the "Agreement") regarding the project **Future Opportunities and Challenges in Agricultural Learning (FOCAL)** (the "Project");

**WHEREAS** Norway, on the terms and conditions of the Agreement, will provide a grant (the "Grant") to be used exclusively to (part-) finance the Project;

**WHEREAS** representatives of Norway and Tanzania shall meet annually (the "Annual Meeting") to review the implementation of the Project, assess the priorities, approve the financial requirements for the coming year and other tasks/activities to be included in the project;

**WHEREAS** SUA will be responsible for the implementation of the Project;

**WHEREAS** NLH and SUA, as stated under item 3 Article II of the Agreement, will enter into a contract (the "Contract"), regarding institutional co-operation on the implementation of the Project;

**WHEREAS** the Agreement will take precedence over this Contract;

**NOW THEREFORE** SUA and NLH have agreed as follows:

## **2. Scope and Objectives**

- 2.1** The Goal of the Programme is: Reduced poverty, vulnerability amongst the poorest groups and improved quality of life and social wellbeing in Tanzania
- 2.2** The Objective of the Programme is: Target beneficiaries (small/medium scale producers and SUA graduates) enabled to increase cash and other benefits from agriculture and natural resources
- 2.3** The following tasks, will be implemented by both Parties under this Contract:
  - 2.3.1** The Programme will support SUA to collaborate with the following Norwegian Research institutions; Agricultural University of Norway (NLH), The Norwegian School of Veterinary Science (NVH) and Norwegian Institute of Nature Research (NINA).
  - 2.3.2** Collaboration between SUA and NLH will concentrate on NLH providing services to SUA on curriculum developments and teaching of courses in fields of organic farming, entrepreneurship, management of natural resources for sustainable agriculture, aquaculture and pedagogy. This programme will also enable students and Administrators to exchange visits and researchers to meet and write joint research proposals to be submitted for funding to potential donors.
  - 2.3.3** Collaboration with NVH will be mainly in the area of joint research proposal writing and curriculum developments. In the case of NINA, emphasis will be on joint research proposal writing and part time teaching in some courses in wildlife degree programme. Collaboration with Norwegian Research Institutions will be coordinated by NLH.
  - 2.3.4** Other tasks/activities of co-operation may be agreed upon in the Annual Meeting referred to in the Agreement.
- 2.4** The Grant, which is subject to appropriations from the Norwegian Parliament, will not exceed NOK 40 million (Norwegian Kroner forty million). The tentative budget approved for the tasks referred to in Clause 2.3 above to be covered by the Grant is NOK 2 million as outlined in Annex 2 to this Contract.
- 2.5** The following documents, listed in order of precedence, shall be deemed to form and be read and construed as part of this Contract:
  - 2.5.1** Signed bilateral Agreement between Tanzania and Norway dated 2<sup>nd</sup> December 2002.
  - 2.5.2** Agreement between SUA and NLH/NVH dated 14 January 2003

### **3. Obligations and Responsibilities of the Parties**

**3.1** NLH will coordinate all activities related to this contract performed by Norwegian Research Institutions including Norwegian School of Veterinary Science (NVH) and Norwegian Institute for Nature Research (NINA).

#### **3.2 Information**

The Parties shall keep each other currently informed about all matters of importance relevant to the overall co-operation and the implementation of the tasks to be performed under this Contract.

#### **3.3 Personnel**

NLH shall make available sufficient and qualified personnel and shall carry out their obligations in accordance with the highest professional standards. If any problem arise or is expected to arise, SUA shall be notified immediately in writing.

SUA shall make available sufficient and qualified personnel to co-operate with NLH on the activities to be implemented under this Contract, and shall facilitate and make sure that the personnel are available for carrying out necessary preparations and follow-up tasks in connection with the co-operation. If any problem arise or it is expected to arise in this respect, NLH shall be notified immediately in writing.

Should it become necessary to replace NLH or SUA personnel, the Party concerned shall forthwith arrange for replacement with person with comparable experience.

The Party requesting the replacement shall be responsible for the financial consequences thereof, except in cases when such personnel are replaced for reasons of misconduct, incapability to perform or violation of instructions and local laws and regulations in which case the Party concerned shall be responsible.

#### **3.4 Planning, Administration and Implementation**

SUA and NLH are jointly responsible for planning, administration and implementation of joint activities. The day to day planning and implementation of such activities is overseen by the two coordinators of SUA/NLH/NVH Agreement, who report to the SUA/NLH/NVH Steering Committee as stipulated in the SUA/NLH/NVH cooperation agreement.

#### **3.5 SUA shall:**

- Provide NLH with access to all available and relevant reports and data required to undertake its tasks.

- Assist NLH in obtaining all necessary permits for their personnel to stay in Tanzania.
- Provide necessary office facilities to NLH personnel when visiting Tanzania
- Assist NLH personnel in obtaining accommodation when visiting Tanzania
- Provide transport facilities for undertaking planned activities within Tanzania

**3.6 NLH shall:**

- Assist SUA in accomplishing the Goal and Objective of the Programme and co-ordinate the services to be performed by NLH, NVH & NINA.
- Provide necessary office facilities to SUA personnel when visiting Norway
- Assist SUA personnel in obtaining accommodation facilities when visiting Norway, including visa and other permissions necessary for their stay in Norway.

**3.7 International travels**

All international travels shall be according to approved project plans, or specifically agreed upon by the SUA-NLH Coordinators at SUA and NLH.

**4. Reporting**

4.1 Progress reports from NLH to SUA for compilation and onward transmission to the Steering Committee, Annual Meeting and for the purpose of submitting requests for disbursements shall be submitted by the end of July.

4.2 Reporting requirements:

4.2.1 As a preparation for Annual meetings, NLH will submit to SUA the following documents for compilation.

4.2.1.1 Progress report on implementation of agreed activities stipulating:

- Activities carried out
- Actual outputs compared to planned outputs
- Use of inputs
- Problems encountered and measures taken

4.2.1.2 Work plan, planned outputs and budgets for next year giving information on:

- Activities to be undertaken and time schedules
- Planned outputs for all activities
- Budget for the planned activities

## **5. Remuneration**

### **5.1 Short term personnel**

NLH shall be paid for the services performed and the costs incurred in conformity with the procedure set out in Clause 6 below and at the rates set out or referred to in Annex 1.

### **5.2 Travel and Subsistence allowance**

Travel expenses, per diem and night allowances in connection with international travels will be covered in accordance with the applicable Norwegian Government Regulations for Norwegian personnel and rates approved by the Government of Tanzania are applicable for SUA staff. Tourist/Economy Class, preferable "Excursion" or "Euro" tickets, shall be used when possible.

## **6. Invoicing**

6.1 NLH will submit invoices quarterly to SUA for approval and payment by 15<sup>th</sup> of September, December, March and June.

The invoices shall be certified by the person responsible for the Project at NLH stating that the invoiced expenses are in accordance with this Contract.

6.2 The original documentation will remain at NLH but copies will be submitted to SUA. For travels, the invoices shall, in addition to the total cost, provide name of person, duration and purpose for each trip.

6.3 SUA shall effect payments to NLH within 30 days after SUA has received the invoices.

6.4 All payments shall be made directly to the bank account designated by NLH.

6.5 If any item or part of an invoice rendered by NLH is disputed or subject to question by SUA, the payment by SUA of the remainder of that invoice shall not be withheld on these grounds.

## **7. Contracts with entities outside NLH ("Sub-contracts")**

7.1 Any Sub-contracts to be entered into by NLH shall be made with duly qualified entities and NLH shall retain full responsibility for all services it is committed to render under this Contract.

7.2 All Sub-contracts shall be submitted to NORAD and SUA for information.

## **8. Liability**

- 8.1 SUA shall not be liable – economically or in other ways to firms or individuals engaged by NLH and its sub-contractors.

## **9. Compliance with local laws**

While carrying out the assignment under this Contract, the personnel and entities engaged by NLH shall comply with the laws of Tanzania and NLH will take prompt corrective action with regard to any violation by such personnel and entities. The same applies to the personnel and sub-contractors of SUA when carrying out assignments in Norway.

## **10. Amendments**

No amendments of this Contract shall be made unless by written agreement signed by the parties. Such amendments will become effective when approved in writing by NORAD.

## **11. Entry into force and duration**

- 11.1 This Contract shall enter into force when signed by both Parties and approved in writing by NORAD.
- 11.2 The Vice Chancellor on behalf of SUA, and the Rector on behalf of NLH shall sign this Contract.
- 11.3 This Contract shall remain in force until the expiration or termination of the Agreement, or as agreed between the Parties.

## **12. Termination**

- 12.1 Each Party may terminate this Contract by giving three months' written notice to the other Party, with copy to NORAD.
- 12.2 Upon receipt of such notice of termination, both Parties shall exert their best efforts to bring the work to an end in a rapid, orderly and economical manner, and will deliver to each other any plans or documents completed as part of this Contract.
- 12.3 In the event of termination NLH shall be entitled to payment for services satisfactorily performed and expenses properly incurred prior to the date of termination.

### **13. Settlement of Disputes**

- 13.1 If any dispute arises relating to the implementation or interpretation of this Contract, there shall be mutual consultations between the Parties with a view to secure a successful implementation of the Project.

Acting on behalf of their respective Institutions, the undersigned have signed this Contract in two originals in the English language.

For and on behalf of  
The Agricultural University of Norway

/ Signature /

Prof. Knut Hove  
*Rector*  
Date: 25.04.2003

For and on behalf of  
Sokoine University of Agriculture

/ Signature /

Prof. Anselm. B Lwoga  
*Vice Chancellor*  
Date: 03.04.2003

## **Annex 1**

### **Remuneration to short-term personnel**

- For Project coordination and administration, Curriculum development and part time teaching the NORAD – NLH Agreement shall apply.
- Time spent on Research proposal writing will not be remunerated
- Field work will be paid on a weekly basis based on 42 hours
- There will be no payment for overtime
- In addition, two travel days at 7 hours per intercontinental return flight will be remunerated.



## Annex 2

### Budget for institutional collaboration between SUA and Norwegian institutions

Item no. Activity	NOK '000				
	Year 1 2002/2003	Year 2 2003/2004	Year 3 2004/2005	Year 4 2005/2006	Total
1. Curriculum development	300	100			<b>400</b>
2. Joint meeting of staff for proposal writing	75	75	75	50	<b>275</b>
3. Part-time teaching	115	55	55	55	<b>280</b>
4. Steering committee meeting		28	95	95	<b>218</b>
5. Student exchange	68	68	68	68	<b>272</b>
6a. Co-ordination fee	90	90	90	90	<b>360</b>
6b. Co-ordination travels	25	25	25	25	<b>100</b>
Sub total	673	441	408	383	<b>1,905</b>
Contingency	34	22	20	19	<b>95</b>
<b>Total</b>	<b>707</b>	<b>463</b>	<b>428</b>	<b>402</b>	<b>2,000</b>

#### Comments

- Curriculum development for four programs (tentatively, organic farming, entrepreneurship, MNRSA and aquaculture). The main activity will be SUA staff going to Norway for consultations and meetings but it could also be staff from Norway going to SUA for meetings, planning seminars etc.
- Proposal writing to seek funding from different sources will not be remunerated. This budget line will be spent on travel and subsistence cost for Norwegian researcher going to Tanzania and Tanzanian researcher going to Norway.
- Part time teaching involves one staff from Norway making thorough preparations and come to SUA for teaching the first year while in the other years no allocation is made for preparations.
- The first meeting for the new SUA/NLH/NVH steering committee is stipulated to be held in November 2003 in combination with the TARP II annual meeting. Therefore no allocation is made for the first year and the costs for the second year will be low.
- The latest student exchange visit took place in July/August 2002 when Norwegian students visited SUA. Next steering committee meeting is stipulated to be at SUA in November 2003 and it appears obvious that Norwegian students will have to be invited to SUA also for that occasion it appears reasonable therefore to make an allocation for SUA students to visit Norway during the first half of 2003. After that the student exchange visits will follow the steering committee meetings.
- Co-ordination work is budgeted with even amounts during the whole program period.