

AGREEMENT

between

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

and

**THE NORWEGIAN CENTRE FOR INTERNATIONAL COOPERATION IN
HIGHER EDUCATION**

on

**THE ADMINISTRATION OF NORWEGIAN SUPPORT FOR HIGHER
EDUCATION AND RESEARCH IN TANZANIA**

The Norwegian Ministry of Foreign Affairs (hereinafter referred to as “the Foreign Ministry”), as represented by the Royal Norwegian Embassy to Tanzania (hereinafter referred to as “the Embassy”) has entered into agreements on cooperation with three universities in Tanzania: the Frame Agreement of 2 December 2002 with the University of Dar es Salaam, the agreement of 2 November 2005 on “Development cooperation concerning provision of financial assistance to the Programme for Agricultural and Natural Resources Transformation” (PANTIL) with Sokoine University of Agriculture and the agreement of 30 October 1996 on “Provision of Continued Support to the Institute of Development Management” (Mzumbe University from 2002) with Mzumbe University. The Embassy is responsible for the annual allocation of Norwegian funding for higher education and research in Tanzania and for following up the agreements.

The Foreign Ministry, as represented by the Embassy, wishes to strengthen scientific and administrative competence at the Embassy relating to the implementation of the agreements with the institutions, and has therefore decided to enter into an agreement with the Norwegian Centre for International Cooperation in Higher Education (hereinafter referred to as “SIU”) on cooperation in this area. The Embassy and SIU enter into the following agreement (hereinafter referred to as the “Agreement”):

1. The purpose of the Agreement

1.1 This Agreement shall define the tasks and govern the division of responsibility between the Embassy and SIU as regards Norwegian support for higher education and research in Tanzania.

1.2 The main actors in the cooperation will be the three above-mentioned higher education and research institutions in Tanzania. Activities shall be carried out in accordance with the following:

- Government of Tanzania: *National Strategy for Growth and Reduction of Poverty 2005-2010*
- Government of Norway: *Fighting Poverty, the Norwegian Government's Action Plan for Combating Poverty in the South towards 2015*
- *Strategy for Norwegian Assistance to Higher Education and Research in Tanzania*
- The institutions' own strategic objectives.

1.3 The purpose of the Agreement is to realise the overall objectives set out in the Task Force Report of 30 November 2005: *A new model for future cooperation between Tanzanian public universities and the Royal Norwegian Embassy*, and the documents listed in section 1.2 of this Agreement. SIU shall assist the Embassy to intensify its efforts to achieve the main goals of Norway's support through quality assurance and by further developing the university cooperation in accordance with the priority areas for this support set out in the *Strategy for Norwegian Assistance to Higher Education and Research in Tanzania*, mentioned in section 1.2.

2. Tasks and division of responsibility

2.1 Implementation of the tasks defined in the Agreement shall be governed and coordinated by the Embassy within the following framework:

The Embassy has the overall responsibility for the Norwegian support for higher education and research, including the following matters:

- representing Norway's interests at the Annual Meetings with the institutions
- all contractual relations with the institutions
- allocations and payments to the institutions

The Tanzanian educational institutions are responsible for planning and implementing their own activities and projects under the terms of the agreements entered into with the Embassy (cf. introduction), and within the framework of budgets and plans approved by the Embassy. SIU shall function as the Embassy's primary point of contact with the institutions included in the cooperation, and be responsible for administrative follow-up of the agreements mentioned in section 2.2.

2.2 SIU shall assist the Embassy with technical and administrative follow-up of the

agreements concluded with the institutions (cf. introduction). SIU is to assist the Embassy in improving the quality of its cooperation with the institutions by developing and improving structures and administrative routines for Norway's support and procedures for reports and allocations, and by evaluating the results. SIU shall also assist the institutions in strengthening their own systems and routines for following up their contractual obligations.

This work shall be carried out in line with the above-mentioned Task Force Report, *A new model for future cooperation between Tanzanian*

SIU shall, on behalf of the Embassy, have special responsibility for:

- The evaluation of progress reports and financial reports from the institutions. SIU shall evaluate the extent to which the results achieved and the use of the funds are in accordance with the objectives and obligations set out in the institutions' agreements with the Embassy.
- The evaluation of annual work plans and budgets. SIU shall evaluate the extent to which plans and budgets are in accordance with the objectives and obligations set out in the institutions' agreements with the Embassy.

Prior to the Annual Meetings with the institutions, SIU shall also submit an overall evaluation of each institution's compliance with its contractual obligations to the Embassy. A representative of SIU will attend the Annual Meetings as an observer with the right to speak.

2.3 Research cooperation between the Tanzanian institutions and Norwegian institutions that is funded by the Embassy is regulated by separate agreements (cf. introduction) and hence is not covered by this Agreement.

2.4. Before the end of 2006, SIU shall, in consultation with the Embassy, draw up and submit terms of reference, describing in more detail the division of tasks and responsibility between the Embassy and SIU for the remainder of the agreement period. The terms of reference shall be based on the Task Force Report, a review and evaluation of the first year of the agreement period and the institutions' evaluation of the cooperation during the pilot phase. Amendments to the Agreement shall be set out in an addendum.

2.5 If the Embassy enters into an agreement with a local firm of auditors (for example PricewaterhouseCoopers or Deloitte&Touche) on auditing of the institutions' annual financial statements and budgets, SIU shall enter into cooperation with the company

in question in connection with its tasks under the Agreement. Any costs involved are to be charged to the Embassy.

2.6 The Embassy shall keep SIU informed of any matters of significance for the planning or implementation of activities under the Agreement. The Parties to the Agreement shall also keep each other informed on a regular basis of activities and other matters that may be of significance or interest in relation to the Agreement. The Embassy has a particular responsibility for informing SIU of international projects and conferences of relevance to higher education and research in Tanzania, and SIU should, in consultation with the Embassy and Norad, have the opportunity to take part in such arrangements.

2.7 SIU, which is localised in Norway, will need to maintain a strong presence in Tanzania. SIU, in consultation with the Embassy, will therefore present an annual plan for its presence in Tanzania. Since SIU is the primary point of contact with the institutions, a strong presence will be required, and in addition to the Consultative Meeting, there will be a need for regular consultations between SIU and the Embassy to keep up-to-date on general developments and the background situation and to exchange information on developments in the education and research cooperation.

2.8 The Embassy shall facilitate the implementation of this Agreement. SIU shall be given access to office facilities as needed subject to further agreement with the Embassy. The Embassy shall also, when required and subject to further agreement, provide SIU with general logistics assistance and advice on local conditions, etc.

3. Accounts and reports

3.1 The Embassy will cover the costs incurred by SIU in fulfilling its tasks as set out in the Agreement, in accordance with a separate budget. The budget for the first year of the agreement period is based on estimated costs and is attached to the Agreement. The budget, cost ceiling and the principles for drawing up the budget for subsequent years are to be based on a review of the first year's budget and SIU's tasks as set out in the Agreement.

3.2 The Embassy and SIU shall attend an annual Consultative Meeting to review the current year's plans and budgets and the accounts for the previous year. SIU shall also present an overall evaluation report on the extent to which the institutions have fulfilled their contractual obligations prior to the meeting (ref. section 2.2). The Embassy shall approve plans, budgets, accounts and reports. This approval is to be indicated in the approved minutes. SIU is responsible for convening the Consultative Meeting and keeping the minutes. The Consultative Meeting shall be held prior to the Annual Meeting.

3.3 On the basis of the approved accounts, work plans and budgets, the Embassy shall transfer funds for the implementation of the Agreement before 1 May of the current budget year. The accounts for the previous year and proposals for the budget for the current year shall be submitted to the Embassy at the latest two weeks before the Consultative Meeting. SIU shall keep accounts in accordance with generally accepted accounting principles and in accordance with the Regulations for Financial Management in the Government Administration.

3.4 Funds that come under the administrative budget may be transferred from one accounting year to the next within the agreement period. Funds that are not used or allocated will be deducted from the next payment from the Embassy. Any funds that have not been used by the end of the agreement period shall be returned to the Embassy.

3.5 SIU shall refuse all offers of gifts, payment or advantages of any kind that could be directly or indirectly interpreted as illegal or corrupt, and shall inform the Embassy of any indications of corruption or misuse of Norwegian development assistance funds that SIU becomes aware of when carrying out its duties.

4. Mid-term review

4.1 In addition to the annual reports, an external review of the Agreement is to be carried out mid-way through the third year. The Embassy, Norad and SIU shall agree on the form and scope of the review. The costs shall be charged to the Embassy.

5. The duration of the Agreement

5.1 This Agreement enters into force on the date that it is signed by the parties and applies until the end of 2010.

5.2 Each of the parties may propose amendments to the Agreement. Amendments shall be agreed in writing and included as an addendum to the Agreement.

5.3 The Agreement may be terminated by either of the parties with 12 months' notice. It is then the responsibility of SIU to conclude its activities as satisfactorily as possible within the period of notice.

5.4 If SIU fails to fulfil its obligations under the Agreement, the Embassy may withhold payments and terminate the Agreement with immediate effect. The Embassy may also require the repayment of funds that have not been used for the purposes agreed and funds the use of which cannot be satisfactorily documented.

The Agreement has been drawn up in two original copies, one for each of the parties.
A copy of the signed Agreement shall be sent to Norad and the Ministry of Education
and Research for information.

Jorunn Mæhlum
Ambassador
Royal Norwegian Embassy

Knut Brautaset
Chair
Centre for International Cooperation in
Higher Education

Gunn Mangerud
Director
Centre for International Cooperation in
Higher Education