



Contract

between Norad and the Norwegian Centre for International Co-operation in Higher Education (SIU) regarding Norwegian University Cooperation Programme for Capacity Development In Sudan (NUCOOP)

WHEREAS Norad and the Norwegian Centre for International Cooperation in Higher Education (SIU) entered into a co-operation agreement about research and educational co-operation between institutions in the South and in Norway through the Norwegian Programme for Development, Research and Education (NUFU) on the 12th of January, 2006 (the NUFU Agreement),

WHEREAS the NUFU Agreement §2.2 says that "Norad may apply the framework and governance mechanisms established for NUFU to the governance and administration of other financed activities that fall within NUFU's sphere of responsibility. Examples of such activities include:

- special initiatives in priority countries and regions, for instance related to sector programmes,
- measures in other countries and regions,
- thematic measures such as support for women and research focused on women, and for HIV/Aids and human rights,
- support for the development of education programmes in the South,
- technical and administrative competence-building, ICT and knowledge management in the South",

WHEREAS THE Norwegian Ministry of Foreign Affairs (MFA) has requested Norad to establish a Norwegian University Cooperation Programme for Capacity Development in Sudan (NUCOOP), with SIU as the administrator of the programme,

WHEREAS SIU and Norad have agreed that the framework and governance mechanisms in the NUFU Agreement shall be used in the NUCOOP,

NOW THEREFORE Norad and SIU have reached the following understanding which shall constitute a Contract between the Parties:

1. Scope and objectives

The objective of this Contract is to secure a sound, impartial and efficient implementation of NUCOOP in accordance with the good practices established in the administration of the NUFU Programme.

The overall goal of NUCOOP is to contribute to the development of sustainable capacity of higher education institutions (HEI) in Southern Sudan and other marginalised areas to provide the

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16/1/07

workforce with adequate qualifications in selected fields of study through multiphase cooperation. In the first phase of NUCOOP (2007-2011), the geographical priority will be Southern Sudan.

The Objectives and content of NUCOOP are outlined in the Agreed Programme Summary in Annex I and further described in the Programme Document for Norwegian University Cooperation Programme for Capacity Development in Sudan (NUCOOP), dated 9 August 2007

2. Contributions of Norad

Norad shall, subject to Parliamentary appropriations, make available a financial grant not exceeding NOK 65 000 000 (Norwegian Kroner sixtyfivemillion) (the Grant) to be used exclusively to finance NUCOOP during the planned period 2007 - 2011.

The final Grant will depend on the number of qualified proposals received. Norad would like to support between four and ten projects over a five years period. Each project should have a financial frame where the total costs should not exceed NOK 8 000 000. Seed money may be provided to relevant projects.

Up to 5% of the annual allocations shall cover SIU's expenses for the management and administration of NUCOOP.

Upon completion of NUCOOP, any unutilised funds shall be returned to Norad, unless the Parties have agreed in writing upon the utilisation of such funds.

3. Responsibilities of SIU

SIU is responsible for implementing NUCOOP in line with §3 in the NUFU Agreement, and ensure selection of projects in accordance with the NUFU procedures.. The Norwegian Embassy in Khartoum, the General Consulate in Juba and the Joint Donor Team in Juba will be consulted before the final decision is made by the NUFU Programme Board. Sida SAREC will be consulted as regards harmonisation with possible Swedish programmes.

In addition, SIU shall:

- Implement NUCOOP on the basis of this Contract and approved budgets and work plans. Any revisions have to be agreed upon in advance in writing.
- be responsible for the fulfillment of the Contract and be responsible for the administration and utilization of the Grant under NUCOOP
- be responsible for entering into contracts with partner institutions for the successful implementation of NUCOOP
- ensure that Programme funds are properly accounted for, according to the practices established in the administration of the NUFU Programme
- promptly inform Norad in writing of any condition which interferes or threatens to interfere with the successful implementation of NUCOOP
- guarantee that funds made available in accordance with this Contract are not used in violation of relevant UN conventions and resolutions of the UN Security Council

4. Disbursements

Disbursements from the Grant shall take place upon semi-annual written requests from SIU based on the financial needs of NUCOOP and, with exception of the first request, on approved work plans, accounts and budgets. The disbursement shall cover both allocations to NUCOOP and the SIU management and administration costs. 60 % of the allocations shall be distributed by the first part of the year, while 40% shall be distributed by the second half. The first disbursement of NOK 10 000 000 will be made upon signing of this Contract.

When determining the amount to request, SIU shall take into account unspent disbursed amounts.

The Grant shall be disbursed to the following Bank Account (DnB NOR) at SIU:
7694 05 11697 / IBAN: NO21 7694 0511 697

SIU shall immediately, in writing, acknowledge receipt of the funds. The date of receipt shall be stated.

5. Reporting

SIU shall submit the following reports/documentation to Norad:

A budget and work plan for the coming financial year within 1 November each year. The expenses regarding salaries and administration shall be included. The activities in the budget and work plan shall be presented systematically and in line with §7.2 and §7.3 in the NUFU Agreement.

The annual progress report shall be prepared and submitted to Norad by 31 May each year in line with §8.2 and §8.3 in the NUFU Agreement, and shall include the following information:

- Educational achievements
 - A. Number of Bachelor and Master (and, if applicable, PhD) candidates enrolled (women and men)
 - B. Number of Bachelor and Master (and, if applicable, PhD) candidates completed (women and men)
 - C. Number and kind of short courses and education programmes established
 - D. Number of work experience placements at relevant institutions and organisations (women and men)
- Institutional development
 - A. Training of staff members (women and men)
 - B. Technical and scientific equipment/physical infrastructure
 - C. Development of libraries
 - D. Development of curriculum and teaching methods
- Scientific achievements
 - A. Publications
 - B. Dissemination activities
- Impact for development
 - A. links, communication and cooperation with government institutions (especially the Ministry of Education, Science and Technology and the

Ministry of Labour, Public Services and Human Resources
Development in Juba),

- B. links, communication and cooperation with civil society bodies, mass media and the private sector

The annual progress report shall in addition assess the efficiency of NUCOOP and analyse its relevance and implications in the perspective of its ability to contribute to the development of sustainable capacity of higher education institutions and provide the workforce in Southern Sudan and other marginalised areas¹ with adequate qualifications within agriculture, education, health, gender equality, water, sanitation, land management and public administration.

The annual progress report for NUCOOP shall particularly look at these issues in the light of governmental plans in Sudan. It shall also give a brief summary of the use of funds compared to budget.

Annual financial statements for NUCOOP for the previous year shall be submitted to Norad by 31 May each year. The financial statements must be confirmed by SIU's Head of Accounting and presented in the same format as the budget in order to facilitate comparison.

SIU must confirm that approved accounts have been received from all partner institutions which have received funding under NUCOOP. If accounts have not been received, or if the accounts or other reports have revealed irregularities, the matter must be reported separately, with details of SIU's actions in the matter.

The final report and financial statements for the whole Programme period shall be submitted within 1 July 2012. The final report shall include the following information

- A. the topics listed above
- B. an assessment of the effectiveness of NUCOOP, i.e. the extent to which the purpose has been achieved
- C. an assessment of impact (if possible), i.e. the changes and effects positive or negative, planned and unforeseen of NUCOOP seen in relation to target groups and others who are affected
- D. an assessment of the sustainability of NUCOOP, i.e. an assessment of the extent to which the positive effects of NUCOOP will still continue after the external assistance has been concluded
- E. a summary of main "lessons learned".

Norad shall respond in writing within six weeks after the receipt of the reports and documentation. Norad shall approve the work plans and budgets in writing.

6. Meetings and reviews

Formal Annual Consultative Meetings shall be held between Norad and SIU within September each year unless otherwise agreed in writing. The meetings shall be called and prepared by SIU and chaired by Norad. The Norwegian Ministry of Foreign Affairs shall be invited to participate in the meetings. The purpose of these meetings is to discuss the progress of NUCOOP, including results and fulfilment of agreed obligations, to discuss and, if feasible, approve documentation submitted according to Article 5, as well as to discuss issues of special concern for the implementation of NUCOOP, e.g. risk management. Central elements of the discussion and all decisions from the

¹ In the first programme phase (2007-2011), the geographical priority will be Southern Sudan)

meetings shall be recorded in agreed minutes, drafted by SIU and sent to Norad within 3 weeks after the meeting for comments.

Additional formal meetings can be called by both Parties if necessary.

The Ministry of Foreign Affairs, the Norwegian Embassy in Khartoum, the Norwegian Consulate General in Juba and the Joint Donor Team in Juba will be provided with the necessary information about NUCOOP upon request.

NUCOOP shall be reviewed at least one time during the Programme period 2007 – 2011. NUCOOP will be subjected to an external evaluation by the end of the Programme period. An assessment of NUCOOP's impact shall be included in the evaluation.

The cost of the review shall be covered by the Grant. The cost of the evaluation shall be covered over and above the Grant.

Norad reserves the right to carry out independent reviews or evaluations of NUCOOP as and when Norad deems it necessary. The cost for such reviews will be covered by funds over and above the Grant.

7. Corruption

The Parties declare their commitment to counteract corrupt practices in the execution of the Contract. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of the Contract, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to NUCOOP, and undertake to take rapid legal action to initiate investigations of and prosecution against, in accordance with applicable law, any person suspected of corruption or misuse of resources related to NUCOOP.

If SIU fails to fulfill its obligations under this Contract, or if any major organisational changes are found to be contradictory to the objectives of NUCOOP, Norad may, upon consultations with SIU cancel this Contract and claim repayment or withdraw the total or a portion of the funds provided to NUCOOP.

Norad may cancel this Contract or portion of this Contract with immediate effect if it determines that corrupt or fraudulent practices were engaged in by representatives of SIU or of a beneficiary of the aid funds without SIU having taken timely and appropriate action satisfactory to Norad to remedy the situation.

8. Entry into force – Termination - Disputes

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 by the Parties.

Notwithstanding the previous clause, each Party may terminate the Contract upon twelve months' written notice.

In case of termination of the Contract SIU shall exert its best efforts to bring the Programme to an end in a rapid, orderly and economical manner as to the use of the funds from Norad. SIU shall not commit the Programme economically from the date of the receipt of the notice of termination. Any unspent funds not committed by the date of the receipt of the notice of termination, shall be returned to Norad without delay.



Norad

This Contract is drawn in duplicate with one copy for SIU and one for Norad.

Bergen 03.10 2007

For Norad

Handwritten signature of Ingunn Klepsvik in cursive script.

Ingunn Klepsvik
Ass. Director General

Bergen, 8.10 2007

For SIU

Handwritten signature of Gunn Mangerud in cursive script.

Gunn Mangerud
Director

Handwritten signature of Sonni Olsen in cursive script.

Sonni Olsen
Chair, SIU Board

Annex I: Agreed Programme Summary

Annex I Agreed Programme Summary

Identification of the Programme

Programme Title/Name: Norwegian University Cooperation Programme for Capacity Development in Sudan (NUCOOP)

Implementing institution: SIU

Description of the Programme

Goal

The overall goal of the Norwegian University Cooperation Programme for Capacity Development in Sudan (NUCOOP) is to contribute to the development of sustainable capacity of higher education institutions (HEI) in Southern Sudan and other marginalised areas to provide the workforce with adequate qualifications in selected fields of study through multiphase cooperation. In the first phase of NUCOOP (2007-2011), the geographical priority will be Southern Sudan.

Objectives:

1. to stimulate co-operation between higher education institutions (HEI) in Sudan and Norway to produce research and knowledge in areas that are deemed relevant to the goals and objectives of the Government of Southern Sudan: agriculture, education, health, gender equality, water, sanitation, land management, public administration and infrastructure, as well as socio-cultural issues
2. to stimulate co-operation between HEI and the government at local, regional and national levels in Sudan
3. to develop national, regional and international networks between higher education institutions in Northern and Southern Sudan and Southern-Southern-Northern institutions (e.g. Kenyan, Tanzanian, Ethiopian, South African + Sudanese and Norwegian)
4. to support leadership and management training and education of personnel at institutional level (laboratories, libraries, management, etc.)
5. to enhance gender equality and promote women's rights in all programme activities

Inputs

1. Funds
2. Personnel at institutions in Norway, Sudan and neighbouring countries of Sudan
3. Basic infrastructure provided by institutions in Sudan and Norway

Main indicators

- Educational achievements
 - A. Number and kind of short courses and education programmes established
 - B. Number of participants (women and men) in short courses and education programmes established

- C. Number of Bachelor and Master (and PhD if applicable) candidates enrolled (women and men)
- D. Number of Bachelor and Master (and PhD if applicable) candidates completed (women and men)
- E. Number of work experience placements at relevant institutions and organisations (women and men)
- Institutional development
 - A. Training of staff members (women and men)
 - B. Technical and scientific equipment/physical infrastructure
 - C. Development of libraries
 - D. Development of curriculum and teaching methods
- Scientific achievements
 - A. Publications
 - B. Dissemination activities
- Impact for development
 - A. links, communication and cooperation with government institutions (especially the Ministry of Education, Science and Technology and the Ministry of Labour, Public Services and Human Resources Development in Juba),
 - B. links, communication and cooperation with civil society bodies, mass media and the private sector

Major risk factors (internal and external)

- Corruption
- Infrastructure
- Lack of equality and transparency between the partners involved in NUCOOP (institutions/universities in Norway, Sudan and other partner countries if applicable)
- Time constraints/delays in implementation at institutional level.
- Political and security situation in Sudan

Tentative allocations

The table shows how Norad ideally would like to disburse the Grant:

	2007	2008	2009	2010	2011
February		6 000 000	9 000 000	9 000 000	9 000 000
September	10 000 000	4 000 000	6 000 000	6 000 000	6 000 000

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