

CONTRACT
BETWEEN
THE BUNDA COLLEGE OF AGRICULTURE
AND
THE AGRICULTURAL UNIVERSITY OF NORWAY
CONCERNING TECHNICAL AND ADMINISTRATIVE SUPPORT

PREAMBLE

Bunda College of Agriculture (hereafter referred to as BCA) and the Agricultural University of Norway (Norges Landbrukshøgskole, hereafter referred to as NLH) acting:

- 1) In pursuance of the Agreement signed on the 1st day of December 1998 between the Government of The Kingdom of Norway and the Government of the Republic of Malawi Regarding Assistance to Bunda College of Agriculture (hereafter referred to as the Agreement) and;
- 2) With reference to the Project Document, Project Proposal for Norwegian Agency for Development Co-operation (NORAD) Funds, dated 17 September 1998 and;
- 3) On the basis of the Professional and Technical Institutional Co-operation Agreement between NLH and the Norwegian School of Veterinary Science (NVH) dated 8 February 1996. NLH shall represent and act on behalf of NVH in this Contract,

BCA and NLH, hereafter referred to as the Parties, have therefore agreed to improve performance in technical and institutional planning and in research, education, training and outreach service of Bunda College of Agriculture.

ARTICLE 1: TITLE

This Contract shall be known as "Contract Between the Bunda College of Agriculture and the Agricultural University of Norway Concerning Technical and Administrative Support".

ARTICLE 2: SCOPE AND OBJECTIVES

This Contract is based upon terms, conditions and procedures for NLH's co-operation with BCA as outlined in the Agreement. The Content, Scope and Objectives of the cooperation, hereafter referred to as the Project, is based upon the Project Document of 17 September 1998 and the Agreement's Annex I.

ARTICLE 3: FIELD OF CO-OPERATION

3.1 BCA and NLH shall ensure that the objectives of the Project are successfully accomplished. To that effect each Party shall furnish to the other Party with all such information as may be reasonable pertaining the implementation of the Project.

3.2 The co-operation shall contribute to increase in agricultural production and productivity by improving the quality of College level education, training and research as of the Agreement Article 1. The co-operation shall encompass the fields of:

- Aquaculture
- Agricultural Economics and Agribusiness Management
- Agricultural Engineering
- Animal Science
- Biotechnology
- Food Science
- Forest Sciences
- Horticulture and Crop Sciences
- Land Use and Landscape
- Management of Natural Resources and Sustainable AgAculture
- Rural Development Studies
- Soil and water Sciences
- Veterinary Sciences

The co-operation may include other fields when deemed necessary and appropriate by the Parties.

ARTICLE 4: ELEMENTS OF CO-OPERATION

The elements of co-operation shall include the following activities:

- Forge a link relationship between BCA and NLH
- Development of a Strategic Plan
- Exchange of staff and students
- Promote training of women to address gender imbalance
- Joint training of graduate students
- Joint research projects
- Joint preparation of teaching materials
- Curriculum development and review
- Strengthen administrative and financial management of Bunda
- Information technology, networking, library, etc.
- Scholarships for South-South collaboration
- Other aspects of institutional development

ARTICLE 5: RESPONSIBILITIES

5.1 The general responsibilities of the two Parties are regulated by the Agreement.

5.2 BCA has the overall responsibility for the implementation of the Project, with NLH in a supporting role, cf. the Agreement Article II Clause 2 and 3, and Articles IV, V and VI.

5.3 Each Party will carry out its part of the work programme in accordance with mutually agreed Plans of Activities. Each Party may, however, propose modifications of the work programme to the other Party. Agreements on modifications shall be in writing.

5.4 The Parties shall review the co-operation continuously and report to the Project Implementation Committee in good time before every Annual Meeting, cf. the Agreement Article II Clause 4 and Article VII Clause 1-3.

5.5 BCA's responsibilities include:

- To provide facilities for teaching, research and other Project activities for staff and students involved in the Project at BCA.
- To participate in teaching and supervision of visiting graduate students from NLH.
- To participate in teaching, supervision and/or research at NLH.
- To facilitate joint research which will be based on clearly prepared project documents stipulating research objectives, project leadership, implementation, time frame, budget, dissemination of results, etc.
- To provide NLH staff with the necessary permits to facilitate their work while at BCA.
- To provide local travel and accommodation for NLH staff as related to Project activities.
- To expedite the purchase of equipment and supplies for joint Project activities at BCA.
- To be responsible for the financial reports and progress reports of the Project to the Ministry of Education.
- To clear imported goods and have it transported, registered and made operational at the College.

5.6 NLH's responsibilities include:

- To provide facilities for teaching, research and other Project activities for staff and students involved in this Project at NLH.
- To participate in teaching and supervision of visiting students from BCA.
- To administer M.Sc. and Ph.D. studies of BCA staff at NLH according to NLH guidelines. The tasks will include identification of suitable supervisors, placement of candidates, handling tuition fees, allowances, insurance, etc. and follow up of the candidates' progress.
- To facilitate joint research which will be based on clearly prepared project documents stipulating research objectives, project leadership, implementation, time frame, budget, dissemination of results etc.
- To provide local travel and accommodation for BCA staff as related to Project activities at NLH.
- To assist with procurement of goods and services in Norway when requested by BCA according to procedures laid down in Article V of the Agreement.
- To make available to BCA financial reports and accounts of expenditures made on BCA's behalf in Norway every 6 months, preferably in June and December.
- NLH will enter separate agreements with BCA which addresses services for graduate students from NLH when they are at BCA.

ARTICLE 6: ORGANISATION AND ADMINISTRATION

6.1 Overall organisation and administration of the Project is regulated by the Agreement. The Project shall be administered by both Parties.

6.2 There shall be a Project Implementation Committee at BCA consisting of:

- The Vice Principal (Chairperson and Project Co-ordinator)
- The Dean
- Heads of Departments
- Norwegian Project Co-ordinator
- The Registrar (Secretary)

The Head of Department involved in the sub-project shall become the Project Co-ordinator for that particular sub-project.

6.3 The mandate for the Project Implementation Committee will be to consider and propose annual work plans and budgets to facilitate the implementation of the Project, to

review progress reports including financial reports and accounts, and to report according to the Agreement's procedures to the Annual Meeting, which will be held at BCA in October each year. The Project Implementation Committee shall meet 6 weeks prior to the Annual Meeting.

6.4 The Project implementation Committee can request internal evaluations of the Project and can recommend external evaluations to the Annual Meeting.

6.5 The Project Implementation Committee shall appoint a Project Co-ordinator who shall act as its secretary and follow up the day to day activities of the Project. His/her main task will be to ensure that the Project is implemented according to agreed plans and procedures. The Project Co-ordinator shall report to the Project Implementation Committee.

6.6 The Project Implementation Committee shall be available for the Annual Meeting, if required.

6.7 There shall be a Task Force at NLH consisting of:

- Representatives of NLH departments involved in the Project
- A Project co-ordinator

The Task Force is appointed by NLH. The Task Force selects its Chairperson.

6.8 The mandate of the Task Force will be to work closely with and assist the Project Implementation Committee for the successful implementation and follow up of NLH's responsibilities under the Project. The Task Force will meet at least twice a year to prepare for the required input to the Project Implementation Committee.

6.9 NLH's Center for International Environment and Development Studies, Noragric shall act as NLH's secretariat for the Project. NLH shall appoint a senior academic at Noragric to be Project Co-ordinator. The Project Co-ordinator's main responsibility is to ensure that Project components are implemented according to agreed plans and procedures when they take place in Norway. He/she shall follow up the day to day Project implementation and report to the Task Force. He/she shall communicate and co-ordinate his/her activities with the Project Co-ordinator at BCA. He/she shall attend the Project implementation Committee's meetings when required.

6.10 Matters which require direct contact between departments at BCA and NLH such as formulation, planning, and execution of Project activities will be handled directly by relevant Project leaders, when approved by the Project Implementation Committee.

ARTICLE 7: FUNDING AND DISBURSEMENT.

7.1 Financial transactions under the Project are regulated by the Agreement, Articles V, VI and VII.

7.2 Funds made available to NLH shall be administered by Noragric according to the Agreement's Article VI, Clause 3. Noragric shall keep a separate Project account audited by governmental auditors according to NLH regulations. Funds can only be used according to budgets approved by the Project Implementation Committee.

7.3 NLH/Noragric shall be reimbursed for the services provided and for cost incurred in accordance with NLH Charges and Regulations, (Appendix 2). The rates are equal to those in an agreement between NORAD and NLH/Noragric for the period 1996 - 1998, and are based upon non-profit principles.

7.4 Work executed by NLH will be paid at a weekly basis of 42 hours. There will be no payment for overtime. In addition 2 travel days of 7 hours per intercontinental return flight will be remunerated.

7.5 Excursion tickets shall be used on international travels, whenever feasible.

7.6 Each assignment is subject to separate invoicing. The invoices shall contain the specifications necessary for a satisfactory overview over the services provided and for the cost incurred, i.a. the following shall appear:

- Type of services. Identification of Project/programme
- Descriptions of objectives and achievements
- Name of participants
- Certified time sheet and hourly rate
- Travel expenses
- Other expenses
- Total amount invoiced on the assignment

7.7 The invoices shall be certified by the person responsible for the Project at NLH. The invoiced expenses shall be in accordance with approved plans and budgets and with the Norwegian Government Regulations. Receipts and other relevant documentation in originals shall be available to the Auditor General in Norway (Riksrevisjonen). BCA reserves the right to examine relevant records and books, thereunder all documentation in original.

7.8 NLH/Noragric is responsible for the administration of travel expenditures for all Norwegian personnel and when required for BCA personnel visiting Norway. The originals of travel receipts and documents for such travels shall remain at NLH/Noragric.

7.9 Tickets for BCA personnel visiting Norway shall whenever possible be purchased by BCA and charged by BCA to the Project. In such cases, original documents shall remain with BCA.

7.10 Originals of travel receipts and documents from travels by BCA personnel to third countries shall, in accordance with Malawian regulations, remain with BCA when the travels are organised and paid by BCA.

7.11 Payments by BCA to NLH/Noragric shall be made within 30 days after the receipt of approved invoices to the bank account designated by NLH/Noragric.

7.12 Both Parties shall work together to solicit additional funds for the purpose of implementation of activities under the Project.

7.13 Whenever BCA staff are accepted as students to the NORAD financed M.Sc. programme "Management of Natural Resources and Sustainable Agriculture (MNRSA)" at NLH/Noragric, in addition to ordinary student quotas, then their funding should be sought from sources other than from the Project whenever possible.

ARTICLE 8: PUBLICATION OF RESULTS AND INTELLECTUAL

PROPERTY RIGHTS

8.1 As far as possible results from collaborative research shall be published. The publication of these results shall be upon the consent of both Parties.

8.2 Intellectual property rights shall reflect the proportional contribution of the participants to the Project, which shall be determined by mutually agreed procedures of the participants and their institutions.

8.3 Patents and other commercial spin-off from co-operation under this Contract belong to participating institutions and not to individual researchers.

8.4 Malawi and Norway, represented by the Ministry of Education and NORAD respectively, reserves the right to use results and findings from activities under the Project without any property rights and/or payment restrictions.

ARTICLE 9: REPORTING AND EVALUATION

9.1 NLH and BCA shall keep each other informed about all matters of importance relevant to the Project and shall report to the Project Implementation Committee when requested.

9.2 An Annual Report including a progress report with information on outputs and results with reference to targets, work plans and time schedules, use of inputs, problems encountered or foreseen and other information related to the implementation shall be presented at least 6 weeks in advance of the Annual Meeting. Annual Project accounts related to agreed budgets, which specify income and all expenditures shall be part of the Annual Report.

9.3. Internal evaluation of the Project shall be undertaken every two years by measures to be agreed upon by the two Parties. In addition, the Ministry of Education and/or NORAD may request external evaluations.

ARTICLE 10: DISPUTES, COMMENCEMENT, DURATION, AMENDMENTS AND TERMINATION

10.1 The Project is intended to be of a long term nature and if possible beyond the time frame of the Agreement.

10.2 If any dispute arises relating to the interpretation of the present Contract, there shall be mutual consultations between the Parties with the view to secure a successful implementation of the programme activities. Should the Parties fail to resolve disputes, then they shall be referred to the Annual Meeting.

10.3 Any amendment to this Contract shall be subject to approval by Malawi and Norway through the Ministry of Education and NORAD respectively.

10.4 Notwithstanding the preceding paragraphs, either Party may terminate the present Contract by giving six months written notice to the other Party and upon approval by the Annual Meeting.

10.5 This Contract shall enter into force on the date of the last signature to this document.

Acting on behalf of their respective institutions, this Agreement is signed on two originals in the English language.

For
Bunda College of Agriculture

For
Agricultural University of Norway

Date: 21.1.99

Date: 14.1.99

/signature/
[the name is not readable]
Acting Principal

/signature/
Prof. Roger K. Abrahamsen
Rector