

CONTRACT BETWEEN MAKERERE UNIVERSITY
AND
THE AGRICULTURAL UNIVERSITY OF NORWAY CONCERNING
SUPPORT TO INSTITUTIONAL DEVELOPMENT PROGRAMME
AT MAKERERE UNIVERSITY

PREAMBLE

Makerere University (hereafter referred to as MU) and the Agricultural University of Norway (Norges Landbrukshogskole, hereafter referred to as NLH) acting:

1. in pursuance of the Agreement signed 28 June 2000 between the Government of The Kingdom of Norway and the Government of the Republic of Uganda (hereafter referred to as the Agreement) regarding Norwegian support to MU in 2000-2004, and

2. with reference to the Memorandum of Understanding dated 17 January 1996 between Uganda and Norway which states a wish to establish a Development Cooperation, MU and NLH have agreed to develop the academic and scientific research interchanges between the two institutions.

The parties have therefore agreed to facilitate and to strengthen professional and technical capacity in teaching and research at MU through a Contract with the following articles:

ARTICLE 1: TITLE

This Contract shall be known as "Contract Between Makerere University and the Agricultural University of Norway Concerning Support to Institutional Development Programme at Makerere University", hereafter referred to as the MU/NLH Contract.

The activities under this Contract are hereafter referred to as the Project.

ARTICLE 2: SCOPE AND OBJECTIVES

The MU/NLH Contract is based upon terms, conditions and procedures for NLH's cooperation with MU as outlined in the Agreement between Norway and Uganda dated 28 June 2000.

ARTICLE 3: FIELD OF COOPERATION

3.1 NLH and MU shall ensure that the scope and objectives of the Project are successfully accomplished as outlined in Article I, close 1 and 2 and Annex I in the Agreement. To that effect each party shall furnish to the other party all such information as may be reasonable pertaining to the Project.

3.2 The cooperation shall contribute to the MU's capacity and performance being staffed with highly qualified personnel by strengthening the capacity and competence in teaching, research, and extension services as of the Agreement, Article I. The cooperation shall encompass the fields of:

- Develop competence of human resources of MU
- Improve administration and management of MU
- Improve and expand physical infrastructure of MU
- Improve quality, quantity and relevance of MU research
- Strengthen linkages between MU and NLH.

ARTICLE 4: ELEMENTS OF COOPERATION

The elements of cooperation shall include the following activities:

- Exchange of academic staff (including external examiners)
- Research training and postgraduate training
- Joint research projects
- Strengthening the physical infrastructure
- Participation in seminars and workshops
- Curriculum development
- Teaching and supervision of students in the MNRSA third semester course (Management of Natural Resources and Sustainable Agriculture)

ARTICLE 5: RESPONSIBILITIES

5.1 The responsibilities of the two parties are regulated by the Agreement.

5.2 MU has the overall responsibility for the planning, administration and implementation of the Project, with NLH in a supporting role, cfr. the Agreement Article IV.

5.3 Each party will carry out its part of the work programme in accordance with a Plan 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 cooperation continuously and mutually agree upon progress, reports and plans at least 30 days before every Annual Meeting, cfr. Agreement Article II, Close 4.

Specifically MU's responsibilities include:

- To defray any custom duties, sales taxes and other taxes, fees and levies on all equipment, materials and supplies financed by the Agreement and imported into Uganda for the benefit of the Project
- To ensure that the Agreement is reflected in the plans, budgets and accounts of MU, and that accounts for the Project are kept in accordance with generally accepted accounting practices
- To provide facilities for teaching and research for academic staff and students from NLH involved in the activities at MU
- To participate in teaching and supervision of students in the MNRSA course. MlJ will on behalf of NLH administer the MSc study according to MU guidelines. The tasks will include identification of suitable teachers and supervisors, handling lodging, tuition fees, allowances, insurance, etc. and follow up the students' progress.
- To participate in joint research projects which will be based on clearly prepared project documents stipulating responsibilities for project leadership, implementation, time frame, budget, dissemination of results, reports, etc.
- To provide NLH staff with the necessary permits to facilitate their svork while at MU
- To arrange local travel and accommodation for NLH staff as related to Project activities at MU
- To expedite the purchase and import o, equipment and supplies required for joint Project activities at MU
- To be responsible for the financial reports and progress reports of the Project as of the Agreement, article VII.

NLH's responsibilities include:

- To provide facilities for teaching and research for academic staff and students from MU involved in activities at NLH
- To participate in teaching and supervising of visiting students from MU. NLH will on behalf of MU administer M.Sc. and Ph.D. studies of MU 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 participate in joint research projects which will be based on clearly prepared project documents stipulating responsibilities for project. Leadership, implementation, time frame, budget, dissemination of results, reports, etc.
- To arrange local travel and accommodation for MU staff as related to project activities at NLH
- To assist in the identification and purchase of necessary equipment and supplies when requested by MU according to procedures laid down in Article V of the Agreement
- To make available to MU accounts of expenditures in Norway made on MU's behalf.

ARTICLE 6: ORGANISATION AND ADMINISTRATION

6.1 Organisation and administration of the Project must be harmonised with regulations in the Agreement.

6.2 The Project shall be administered by MU and NLH. There shall be a Project Implementation Committee at MU consisting of:

- The Deans of collaborating faculties, The Planning and Development Department (PDD)
- The Deputy University Secretary/Projects Implementation Officer (Chairperson)
- A Project Coordinator (Head of Planning and Development Department).

6.3 The mandate for the Project Implementation Committee shall be to consider and propose annual work plans, budgets, to review progress reports including financial expenditures, and to report to the Annual Meeting between NORAD, MoFPED and MU which will be held at MU in February-April each year. The Project Implementation Committee shall meet 6 weeks prior to the Annual Meeting. The Project Implementation Committee can also request internal evaluations of the Project and recommend external evaluations to the Annual Meeting.

6.4 The Head of Planning and Development Department shall be the Project Coordinator 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 Coordinator shall report to the Project Implementation Committee and at Annual Meetings.

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

- Representatives of collaborating NLH departments, Noragric and associated institutions
- A Project Coordinator/Noragric.

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

6.6 The mandate of the Task Force will be to work closely with and assist the Project Implementation Committee at MU for the successful follow up and implementation of the Project. The Task Force will meet at least twice a year to

prepare for meetings of the Project Implementation Committee and the Annual Meeting.

6.7 NLH/Noragric shall provide NLH's secretariat for the Project, and shall appoint a senior academic at Noragric to be Project Coordinator. The Project Coordinator's main responsibility is to ensure Project implementation and to report to the Task Force. He/she shall communicate and coordinate his/her activities with the Project Coordinator and MU. He/she shall attend the Annual Meeting when required.

6.8 Matters that require direct contact between the Faculties, Departments and Schools at MU and institutions at NLH, such as formulation, planning, and execution of Project activities, will be handled directly by relevant desk officers at these institutions, provided they have been approved by the Project Implementation Committee.

ARTICLE 7: FUNDING AND DISBURSEMENT

7.1 Financial transactions under the project are regulated by the Agreement.

7.2 NLH shall be paid for the services provided and for cost incurred in accordance with NLH Charges and Regulations, (Appendix 1). The rates are equal to those stated in annual agreements between NORAD and NLH/Noragric on technical assistance and services. These rates are based upon non-profit principles.

7.3 Field work 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.

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

7.5 Each assignment is subject to separate invoicing. The invoices shall contain the specifications necessary to give a satisfactory overview over the services performed and the cost incurred, i.e. the following shall appear.

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

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

7.7 NLH is responsible for the administration of travel expenditures for all Norwegian personnel. The originals of travel receipts and documents shall remain at NLH.

7.8 Tickets for MU personnel visiting Norway shall whenever possible be purchased by MU and travel expenditure shall be charged by MU to the Project.

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

7.10 Both parties shall work together to solicit additional funds For the purpose of implementation of activities under the Project.

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

ARTICLE 8: PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY RIGHTS

8.1 As far as possible results from collaborative research projects 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 joint projects, which shall be determined by mutually agreed procedures of the institutions.

8.3 Patents and other commercial spin-off from cooperation under this agreement belong to participating institutions and not to individual researchers.

B.4 Uganda and Norway, represented by MoFPED and NORAD, respectively, reserves the right to use results and findings which result from activities under the Project without any property rights and/or payment restrictions.

ARTICLE 9: REPORTING AND EVALUATION

9.1 NLH and MU shall keep each other informed about all matters of importance relevant to the Project and shall report to the Project Implementation Committee when needed and 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 before each Annual Meeting .

Annual project accounts related to the agreed budgets, which specify income from sources and all expenditures shall be part of the Annual Report.

9.3 Annual reviews of the Project and mid-term review is regulated by the Agreement.

ARTICLE 10: DISPUTES, COMMENCEMENT, DURATION AMENDMENTS AND TERMINATION

10.1 The project cooperation between MU and NLH is intended to be of a long term nature, starting with the time frame as of the Agreement.

10.2 If any dispute arises relating to the implementation or 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 Uganda and Norway through MoFPED and NORAD respectively.

10.4 Notwithstanding the proceeding three paragraphs, either party may terminate the present Contract by giving three months written notice to the other party and upon approval by the Project Implementation Committee.

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 Contract is signed on two originals in the English language.

For
Makerere University

/signature/
Prof. P.J.M. Ssebuwufu
Vice Chancellor

Date: 22.01.01

For the Agricultural University of
Norway

/signature/
Prof. Roger K. Abrahamsen
Vice Chancellor

Date: 30.01.01