

SUB-CONTRACT

between

The Norwegian Forestry Group (NFG)

and

The Centre for International Environment and Development Studies (Noragric)

The Centre for Soil and Environmental Research (Jordforsk)

The Norwegian Institute for Nature Research (NINA)

(Collectively known as the Norwegian Institutions)

in relation to the provision of Technical Assistance to

The Zimbabwe Environmental Sector Programme (ZESP)

in accordance with the Contract between

NFG and the Forestry Commission in Zimbabwe

1. Preamble

In order to fulfil the obligations of the Norwegian Institutions under the Contract signed between NFG and the Forestry Commission (FC) in Zimbabwe, the Norwegian Institutions, that are Party to this Sub-contract, agree as follows:

2. Purpose and General Principles

The purpose of this Sub-contract is to regulate the co-operation between the participating institutions in their support of the ZESP. Each institution will undertake the responsibility for making available expertise within their given discipline, as shown in the table below. As a general principle, the most qualified and experienced expert is to be proposed regardless of their institutional connection. Experts from external institutions will only be recruited in so far as the required competence is not available within the participating institutions. The institution as signed to each discipline is responsible for selection and backstopping of the experts within that discipline, and for contracting of expertise in the case of external recruitment. The Norwegian Institutions agree to conduct their services in an interdisciplinary manner and efforts will be made to harvest synergy effects between the different elements of the Project. The institutions agree to promote the involvement of experts from all 4 institutions.

Task/discipline	Responsible partner
Project co-ordination	NFG
Soil and water related topics, including land degradation, erosion, monitoring	Jordforsk
Management of forest resources, forest resource inventories, mapping, GIS	NFG
Community involvement, land tenure, social/economic studies, training/education	Noragric
Biodiversity, management and conservation of wild species	NINA

3. Project Co-ordination

NFG will be the Lead Partner for the Norwegian Institutions and have the overall responsibility for adhering to the Contract with the FC. This includes the formal communication with the FC. On technical matters, experts from each Norwegian Institution will communicate directly with the relevant FC expert, acknowledging that formal requests for assistance will follow the regulations of the Contract between NFG and the FC.

Each of the participating institutions will assign a contact person to co-ordinate the services that institution will supply in the Project. This group will constitute a joint Co-ordination Committee for the Norwegian inputs to the FC related projects. The Co-ordination Committee will have meetings twice annually (or more frequently if deemed necessary) in Norway to exchange information and discuss matters arising from the co-operation with the FC. NFG will chair the Co-ordination Committee. Decisions in the Committee will be by a simple majority, with a double vote to the Chair in case of a tie.

All matters of importance to the success of the Project will be referred to a Steering Committee comprised of the four Directors of the Norwegian Institutions. Should the Coordination Committee require assistance in the decision-making process, the matter will be referred to the Steering Committee.

4. Obligations and Responsibilities NFG shall be responsible for the overall co-ordination, including:

- overall work planning and co-ordination with the other elements of the ZESP;
- development of the necessary budgets;
- compiling of invoices from the Norwegian Institutions for forwarding to the FC, transfer of payments, project accounting and compilation of necessary administrative reports;
- naming the Chair of the Co-ordination Committee;
- establishment of e-mail groups and a communication system for the swift flow of information between the Parties;
- participation in annual meetings with the FC

Each participating institution shall be responsible for:

- making available qualified experts for the Project as agreed in the annual plans;
- naming a person to the Co-ordination Committee;
- producing invoices to be forwarded to NFG, accompanied by time sheets, necessary documentation for travel expenses etc.;
- producing reports from each assignment

Remuneration of the administrative work of each institution will be proposed in the annual budgets for Technical Assistance and forwarded to FC for approval. There will be no additional overhead charges added to the invoices of the Norwegian Institutions.

5. Liability

NFG shall not be liable - economically or in other ways - to firms of individuals engaged by institutions under this Sub-contract. Neither party shall be liable for non-performance, in the event that such non-performance has been caused by events which are beyond the reasonable control of the party, and makes performance impossible or so impractical that successful implementation of the concerned task is virtually impossible.

6. Settlement of disputes

Any indifferences or disputes regarding this agreement should be solved through discussions in the Co-ordination Committee, using a simple majority vote. The Chair will have a double vote in the case of a tie vote. Whenever the double vote is used the Steering Committee is to be informed. Any of the participating institutions may call a meeting of Directors to settle an outstanding issue.

7. Entry into force, Duration and Termination

This contract enters into force upon the signature of all Parties. The Sub-contract shall be valid as long as the institutions are involved in support to the FC in implementation of the ZESP.

Any amendment to this Sub-contract is subject to approval from all Parties. Any institution may withdraw from the co-operation by giving three-month notice. In such cases, the FC and NORAD are to be informed, and the withdrawing Party/Parties shall exert their best effort to conclude the work in an orderly manner.

8. Signatures

The undersigned, acting on behalf of their respective organisations, have signed this Contract in four copies in the English language.

Norway, November 3rd, 1999

/signature/
Øystein Aasaaren
Norwegian Forestry Group

/signature/
Thor S. Larsen
Noragric

/signature/
Hans Olav Moen
Jordforsk

/signature/
Tor Heggberget
NINA