AUGLÝSING

um samkomulag milli ríkisstjórna Norðurlanda og ríkisstjórnar Mósambík um þróunaraðstoð á sviði landbúnaðar.

Hinn 26. nóvember 1980 var gert í Maputo samkomulag milli ríkisstjórna Danmerkur, Finnlands, Íslands, Noregs og Svíþjóðar og ríkisstjórnar alþýðulýðveldisins Mósambík um þróunaraðstoð á sviði landbúnaðar (MONAP II).

Samkomulagið tekur gildi 1. janúar 1981, sbr. nánar XIII. gr.

Samkomulagið ásamt viðauka er birt sem fylgiskjal með auglýsingu þessari.

Petta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 31. desember 1980.

Ólafur Jóhannesson.

Hörður Helgason.

Fylgiskjal.

AGREEMENT

between the Governments of Denmark, Finland, Iceland, Norway and Sweden and the Government of the People's Republic of Mozambique

The Governments of Denmark, Finland, Iceland, Norway and Sweden (hereinafter referred to as the Nordic Governments) on the one hand, and the Government of the People's Republic of Mozambique (hereinafter referred to as the Mozambican Government) on the other hand, desirous of continuing their co-operation for development in Mozambique, have agreed as follows.

ARTICLE I

Scope of the Agreement

- 1. Under the auspices of the "Mozambique Nordic Agricultural Programme, MONAP II" (here-inafter referred to as the Programme) support will be given to the projects listed in Annex I.
- 2. The general objective of the Programme is to assist the Mozambican Government in its efforts to develop rural areas in Mozambique.
- 3. The specific objectives of the Programme are to
 - increase the production of small-farming agriculture,
 - improve working procedures for administration and budgeting in the agricultural sector,
 - strengthen the overall capacity for planning and evaluation in the agricultural sector,
 - increase the involvement of women in the development of the agricultural sector,
 - improve the efficiency and capacity of systems for marketing agricultural produce and inputs,
 - assist in creating a system for agricultural extension,
 - improve the system of supply including strengthening the purchase function in the agricultural sector,
 - create training institutions for technicians in agriculture and related fields,
 - organize a national system for the production and marketing of certified seeds,
 - raise the level of milk production,
 - improve veterinary services,
 - increase the output from forestry resources,
 - increase the catches by small-scale fishermen.

ARTICLE II

The Nordic Contribution

- The Nordic Governments shall make available funds and personnel to the Mozambican Government for the period January 1, 1981 — December 31, 1983 to a total value not exceeding sixty six million US Dollars (US\$ 66 000 000) to be used for the Programme (hereinafter referred to as the Nordic Contribution).
- 2. Out of the Nordic Contribution an amount not exceeding one million US Dollars (US\$ 1 000 000) shall cover the costs of SIDA for administration of the Programme during the period of validity of this Agreement. At the annual review of the Programme referred to in Article X below, SIDA shall present an estimation of such costs for the forthcoming year.
- An amount not exceeding one million US Dollars (US\$ 1 000 000) out of the Nordic Contribution
 may be utilized for the provision of housing to accommodate expatriate personnel assigned to the
 Programme.
- 4. For each year allocations to the Programme shall be made on the basis of a budget agreed upon between the Parties as set forth in Article IV below.
- 5. For the period January 1, 1981 December 31, 1981, however, the allocation out of the Nordic Contribution to the Programme shall not exceed twenty two million US Dollars (US\$ 22 000 000).

ARTICLE III

Delegation of Competence

- 1. The Ministry of Agriculture of the Mozambican Government (hereinafter referred to as the Ministry) and the Swedish International Development Authority (hereinafter referred to as SIDA) shall be competent to represent the Parties in the implementation of this Agreement and in the approval of amendments to the project list, Annex I. However, no such amendments shall be made without prior consultation with the Nordic Project Committee mentioned below.
- 2. A Nordic Project Committe with representatives of the Nordic Governments will be formed to advise SIDA with regard to the implementation of this Agreement.

ARTICLE IV

Implementation of the Programme

- The Ministry shall be responsible for the planning and administration of the Programme and its
 projects. To that effect the Ministry shall present, in a draft form, before October 1 each year a work
 plan and a budget regarding the Programme and each of the projects for the forthcoming year to be
 agreed upon by the Parties. The Programme shall be implemented in accordance with said plan and
 budget.
- 2. Each work plan shall identify major activities to be undertaken during the forthcoming year and shall include plans for disbursements, recruitment of personnel and procurement of goods and services. The budget shall relate to the work plan and in detail specify all costs required indicating the resources to be financed out of the Nordic Contribution.
- 3. The Mozambican Government may enter into agreements with the Food and Agriculture Organization, FAO, for the provision by FAO of its services to certain projects under the Programme. Such services may include recruitment and administration of personnel, procurement and technical services. Any such agreement between the Mozambican Government and FAO shall be made in consultation with SIDA.
- 4. The Mozambican Government shall appoint full-time project managers for each of the projects included in the Programme.

ARTICLE V

Procedural Questions

The provisions set forth in the General Agreement on Terms and Procedures between the Government of Mozambique and the Government of Sweden, dated June 27, 1979, as amended from time to time, shall in all relevant parts, if not otherwise stated in this Agreement, be applicable with regard to resources made available to the Mozambican Government under this Agreement.

ARTICLE VI

Personnel

- 1. Personnel to be appointed under the Programme may be recruited and contracted by the Ministry, by SIDA or by FAO. A plan for the recruitment shall be elaborated and agreed upon at the annual review referred to in Article X below.
- 2. Each contractor shall administrate the personnel recruited by him.
- 3. Costs of salaries and allowances, international passages to and from Mozambique, social security and related benefits including leave shall be financed out of the Nordic Contribution.
- 4. With reference to Article II, paragraph 3, the Government of Mozambique undertakes to make available not later than April 30, 1981 adequate housing in Maputo for approximately forty expatriate experts appointed under the Programme.

ARTICLE VII

Procurement of goods

- The Parties shall at the annual review referred to in Article X below elaborate and agree on a plan for
 the supply of all goods to be financed out of the Nordic Contribution. This plan shall specify the goods
 and related services and indicate whether SIDA, FAO or the Ministry shall take responsibility for the
 purchasing.
- 2. As regards purchasing by the Ministry, in respect of each purchase foreseen to exceed a CIF-value of US\$ 100 000, the following draft documents shall be submitted to SIDA for prior approval: With regard to the invitation of bids:
 - all complete bidding documents including technical specifications and general conditions of the contract to be awarded,
 - a list of selected suppliers to be invited to submit bids and or,
 - in case of an open tender procedure, information on the proposed procedure for announcement of the opportunity.

With regard to the award of contract:

- evaluation of the bids received, and
- contract proposed to be awarded by the Ministry.

Such approvals will be regarded as a condition for disbursements of funds to finance the contract.

- 3. In case of purchasing by SIDA, SIDA shall submit to the Ministry regular statements of material procurement and copies of contracts as well as quarterly reports on cost incurred. The Ministry shall, furthermore, be entitled to all information required regarding purchasing carried out by SIDA.
- 4. Unless otherwise agreed between the Parties, all purchases shall be made on a cash payment basis.

ARTICLE VIII

Procurement of Consultant Services

The Parties shall at the annual review referred to in Article X below elaborate and agree on a plan for the supply of consultant services to be financed out of the Nordic Contribution.

Prior to the procurement of such services, the Ministry shall for each case consult with SIDA and agree on to what extent, if any, SIDA shall take responsibility for the procurement.

ARTICLE IX

Disbursement of Funds

1. Disbursement of funds to the Mozambican Government shall be made in accordance with an annual disbursement plan to be elaborated and agreed upon between the Parties at the annual review referred to in Article X below and to be revised, if needed, during quarterly consultations. However, as regards financing of contracts referred to in Article VII, paragraph 2, disbursements may be made separately.

- 2. The disbursement plan shall include estimated payments to FAO for its services rendered to the Programme.
- 3. SIDA, may, if so requested by the Ministry, make disbursement directly to FAO and/or to suppliers of goods and services for the Programme.
- 4. The Mozambican Government guarantees that any funds brought into Mozambique in connection with the implementation of this Agreement shall be freely and immediately transferable into convertible currencies.

ARTICLE X

Review Meetings and Consultations

- 1. On the basis of the draft work plan and budget as mentioned in Article IV, paragraph 1, above, a joint review meeting shall be held in November each year between representatives from the Ministry and SIDA (the SIDA delegation shall include representatives of the Nordic project committee). This review meeting shall result in a final agreed work plan and budget as well as plans for disbursement, recruitment of personnel and procurement of goods and consultant services.
- 2. Consultations shall be held quarterly by May, August and February (the November consultation is replaced by the above mentioned review meeting) between representatives from the Ministry and SIDA in order to review the progress of ongoing activities within the Programme in comparison with the work plan and to discuss amendments, if any, to the budget and the plans regarding disbursements, recruitment of personnel and procurement.
- 3. Each Party may call for consultations regarding any question which may arise in the cooperation between the Parties during the implementation of the Programme.

ARTICLE XI

Reporting

- 1. Before 31 August each year the Ministry shall submit to SIDA, with a copy to FAO, an annual report containing information on (a) progress of the Programme as a whole including an analysis of problems with regard to its implementation, (b) progress of each individual project and (c) a financial statement of the total expenditure for the whole Programme as well as for each individual project, showing separately the Nordic Contribution and funds contributed by the Mozambican Government. The statement for each project shall identify costs for personnel, consultant services, equipment and constructions.
- 2. Furthermore, by 31 January and 30 April each year, the Ministry shall submit to SIDA, with a copy to FAO, information on the progress of the Programme and the projects together with a budget follow-up report.
- 3. In order to improve the information between the Parties a review of the reporting system shall be made before 31 December, 1981.

ARTICLE XII

Evaluation of the Programme

- 1. The Parties shall, before June 30, 1981, agree on a plan for the evaluation of the Programme with regard to the fulfilment of the objectives mentioned in Article I, and before December 31, 1981, agree on a system for the implementation of the evaluation including indicators for the measurement of the degree of achievement of said objectives.
- A mid-term evaluation of the Programme shall be carried out during 1982 by experts appointed by the Parties.
- 3. Costs regarding evaluation of the Programme shall be financed out of the funds allocated for the item General Support listed in Annex I.

ARTICLE XIII

Entry into Force and Duration

- This Agreement shall enter into force provisionally on January 1, 1981, and definitely after the
 fulfilment of such constitutional requirements as may be necessary in the countries whose governments are parties to this Agreement. Notification regarding fulfilment of such requirements shall be
 given through diplomatic channels to all other government parties to this Agreement. Following
 notification of fulfilment of the requirements mentioned above, this Agreement shall remain in force
 until June 30, 1984.
- 2. The Agreement may be terminated by either Party upon the serving of written notice on the other. Such notice shall be served not later than three months before the end of the annual budget period and the Agreement shall terminate at the expiry of the budget period in which such notice is served. Such written notice shall, however, not be served until consultations to that effect have taken place between the Parties. If notice is served less than three months before the end of a year, this Agreement shall remain in force until the expiry of the following year.

Done in two original texts in English in Maputo on the 26 of November, 1980.

For the Government of the People's Republic of Mozambique

For the Governments of Denmark, Finland, Iceland, Norway and Sweden

Mario Machungo

Ola Ullsten

ANNEX I

Monap II projects

Code	Title
TR-1	Umbeluzi Training Centre
TR-4	Agricultural Schools
FO-1	Afforestation of Manica Province
FO-2	Forest Plantations in Maputo to Produce Fuelwood and Charcoal
FO-4	Forest Plantations in Sofala to Produce Charcoal
FO-5	Forest Plantations in Nampula to Produce Charcoal
FO6	Restoration of Forestry Production Enterprises in Sofala and Manica
	Provinces
FO-7	Small-Scale Forest Industries for Communal Villages
IR-2	Irrigation Beira
CR—1	National Seed Programme
CR—3	Vegetables Maputo
ME-2	Administrative and Technical Support to MECANAGRO
ME-3	Acquisition of Spare Parts
LI-5	Milk Chimoio
LI—13	Development of Veterinary Laboratory Services
LI—14	Milk Lioma
LI-15	Milk Maputo
MI-1	Agricultural Marketing
MI2	Support to the Organization of the Cotton Sector
FI—1	Coastal and Inland Fisheries
CO-1	Agrarian Cooperatives
CO-2	Regional Extension Centres
GF-1	General Support