

AUGLÝSING

um samning við Tansaníu um aðstoð við Uyole-landbúnaðarstöðina í Mbeye.

Hinn 5. ágúst 1983 var undirritaður í Dar es Salaam samningur milli ríkisstjórna Danmerkur, Finnlands, Íslands, Noregs og Svíþjóðar og Tansaníu um aðstoð við Uyole-landbúnaðarstöðina í Mbeye. Hann öðlaðist gildi við undirskrift.

Samningurinn er birtur sem fylgiskjal með auglýsingu þessari.

Þetta er hér með gert almenningi kunnugt.

Utánríkisráðuneytið, Reykjavík, 30. desember 1983.

Geir Hallgrímsson.

Ingvi S. Ingvarsson.

Fylgiskjal.

AGREEMENT

between

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

the United Republic of Tanzania

on

Assistance to the Uyole Agricultural Centre —
Mbeya

The Governments of Denmark, Finland, Iceland, Norway and Sweden (hereinafter referred to as “The Nordic Governments”) and the Government of the United Republic of Tanzania (hereinafter referred to as “The Tanzanian Government”)

with reference to the Agreement between the Nordic Governments and the Tanzanian Government on the implementation of an assistance project with the objective to consolidate the activities of the Uyole Agricultural Centre (UAC), dated 16 October 1978 and to the Agreement on the extension of the previous Agreement, dated 31 May 1982 and to the Formal Request dated 22 March 1982 submitted by the Ministry of Finance of Tanzania

desiring to strengthen the cordial relations between the Nordic countries and Tanzania and to further the economic and social development of Tanzania

have agreed to continue the implementation of a cooperation project with the objective to further consolidate, strengthen and develop the activities of the Uyole Agricultural Centre as follows.

Article I

The Project

1. The Tanzanian Government shall carry out, and the Nordic Governments shall support, a project (hereinafter referred to as “the Project”) the purpose of which shall be to further consolidate, strengthen and develop the activities of the Uyole Agricultural Centre in Mbeya.

2. The Project shall comprise the following main activities as specified in Annex A, Plan of Operation:

- a) personnel services,
- b) financial assistance for staff training programmes,
- c) special projects,

- d) financial assistance for replacement of worn-out machinery and equipment, including the establishment of a pool for spare parts and tools for maintenance,
- e) Nordic administration.

Article II

Competent Authorities

In matters related to the implementation of this Agreement the Ministry of Agriculture of Tanzania and the Ministry for Foreign Affairs of Finland (Finnish International Development Agency, FINNIDA) shall be competent to represent the parties hereto. The Tanzanian Competent Authority shall delegate matters of current administration to the Uyole Agricultural Centre.

Article III

Plan of Operation

1. The parties hereto agree on a Plan of Operation as set forth in Annex A to this Agreement for the purpose of defining the Project with respect to:

- a) objectives and scope of the Project (Chapters 1—6 and 8)
- b) total resource requirements and estimated costs (Chapter 7)
- c) the administrative system and procedure (Chapter 9)

2. The Plan of Operation shall be supplemented by annual Plans of Work and Budgets for each financial year covered by this Agreement. Proposals for such Plans of Work and Budgets shall be submitted by the Tanzanian Government to the Nordic Governments not later than six months before the beginning of the relevant fiscal year of the Tanzanian Government. The abovementioned proposals shall be considered by the Nordic Governments and the Tanzanian Government and confirmed in writing between the Competent Authorities.

3. Amendments to Annexes A, B and C may be agreed upon by the Competent Authorities, insofar as the overall financial requirements laid down in the Plan of Operation are not substantially exceeded. Such amendments shall be made in writing.

Article IV

Obligations of the Nordic Governments

The Nordic Governments shall:

1. Make available a grant not exceeding TShs 55 million towards the estimated costs of the Project as set forth in the Plan of Operation, Annex A, Chapter 7. The costs mentioned in paragraphs 2, 3 and 4 hereunder shall be covered within this grant.

2. Make available the services of competent expatriate technical assistance personnel in such numbers and with such functions as set forth in the Plan of Operation, Chapter 2. The Conditions of Service of the Nordic Technical Assistance Personnel members at the Uyole Agricultural Centre are defined on the basis of "Staff Rules for Field Staff of Nordic Development Projects". The status of the Personnel and the obligations of the parties hereto towards such Personnel shall be as stated in Annex B to this Agreement.

3. Carry the costs of the evaluation of the Project.

4. Carry the costs of and assist in the procurement of such equipment and materials which by the request of the Ministry of Agriculture of Tanzania or the Uyole Agricultural Centre have been included in the Nordic budget during the implementation of the Project.

Article V

Obligations of the Tanzanian Government

The Tanzanian Government shall:

1. Carry the recurrent costs of the Uyole Agricultural Centre excluding the salaries of the expatriate Personnel provided by the Nordic Governments in accordance with Article IV, paragraph 2, and carry all other costs which may arise in the implementation of the Project unless carried by the Nordic Governments in accordance with Article IV.

2. Ensure for this purpose a minimum level of subvention of TShs 14.0000.000 during the Tanzanian fiscal year 1982—1983, TShs 15.000.000 during the Tanzanian fiscal year 1983—1984 and TShs 16.000.000 during the Tanzanian fiscal year 1984—1985.

3. Nominate the Tanzanian Personnel and see to it that the Personnel is both administratively and technically adequately qualified in order to ensure the implementation of the Project with due diligence and efficiency.

4. Exempt all goods financed by the Nordic Governments and purchased for the Project from customs duties, sales tax and similar charges.

5. Develop and maintain sound and solid standards of accountancy, budgeting and financial control and yearly furnish the Nordic Governments with accounts, financial statements and reports.

6. Furnish the Nordic Governments with job descriptions for the expatriate Personnel as well as with such other information and evidence as the Nordic Governments may reasonably request.

7. Take particular measures to secure the continued services for the Centre of the Tanzanian staff members in general and particularly those who are selected for further studies under the Training Programme of the Project, as specified in the Plan of Operation, Chapter 1.

Article VI

Ownership and Use of Equipment

All goods purchased for the Project shall upon import become and remain the property of the Tanzanian Government. Such goods shall be at the exclusive disposal of the Uyole Agricultural Centre.

Article VII

Evaluation and Follow-Up

The Project shall be evaluated by the Competent Authorities through the Consultative Committee to be set up as specified in the Plan of Operation.

Article VIII

Payment of Financial Contributions

The payments of financial contributions referred to in Article IV above shall be effected as stipulated in Annex C.

Article IX

Entry into Force and Termination

1. This Agreement shall cover the period from 1 July 1982 entering into force on the date of its signature and, subject to parliamentary approval in the Nordic Countries, remain valid until 30 June, 1985 unless previously terminated as provided hereunder.

2. This Agreement may be terminated by any of the parties hereto by a written notice and shall cease to be valid at the expiry of the financial year ending next to three months after the serving of such notice. Such notice shall, however, not be served until consultations to that effect have taken place between the Competent Authorities.

Done in six originals in the English language in Dar es Salaam on this 5th day of August, 1983.

D. Johansson

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

F.M. Kazaura

For the Government of the United Republic of
Tanzania.

ANNEX A
to the Agreement between the Nordic
Governments and the Government of Tanzania on
Assistance to the Uyole Agricultural Centre
(UAC) in Mbeya

PLAN OF OPERATION

The following Plan of Operation applies to the Cooperation Project with the Uyole Agricultural Centre as provided for in Article III of the Agreement.

1. Objectives and scope of activities

UAC's Establishment Order

The objectives and functions of UAC are stated in the Centre's Establishment Order of 1976. In summary they emphasize the promotion of rural development by strengthening agricultural research, training and practical demonstration activities. In order to perform these functions the Centre is organized into three technical units, namely a Research Institute, a Training Institute and a Production Department, supported by the service departments of Administration, Finance and Maintenance. The area of operation of the Centre is concentrated on the Southern Highlands of Tanzania comprising the regions of Mbeya, Iringa, Rukwa and Ruvuma. The Centre has a total of eight sub-stations in all the four regions.

The Project

The Project is directed by the following general objectives indicating also the scope of activities:

a) **Research activities** and development services of the Centre should first of all be oriented and applied towards meeting basic needs of the majority of the population in the four regions. These activities should thus be concentrated on the problems of village farmers taking into due consideration such aspects as the choice and level of technology, the safeguarding of food production for local consumption and the contribution of women in agricultural production.

b) **Advisory and extension services** in agriculture and home economics should benefit village farmers and families and should be coordinated with as well as support the corresponding regional and district field extension services of the Government.

c) Some of the vital activities of the Uyole Agricultural Centre are partly decentralized to

the **sub-stations**. These activities, i.e. to carry out trials and experimental work, demonstrate good farming practices and to support seed production in their district, should be further developed.

d) The original objectives of the **Training Institute** still remain valid, i.e. to contribute, on its part, to meeting the needs of medium level agricultural and home economics manpower in Tanzania by offering formal training in these fields at the certificate and diploma levels and by arranging various types of short in-service courses and refresher training. In all training emphasis should be given to improving the students' practical skills.

e) **Scholarship Programme** Formal Training: Formal graduate and postgraduate training financed with Nordic funds shall take place in Tanzania or in other African countries except studies started during 1982—1983 or earlier.

Courses, seminars and work-shops: Short-term courses, seminars and work-shops financed with Nordic funds should mainly take place in Tanzania or in other African countries but also when necessary outside Tanzania for specific directly job-related purposes.

f) Apart from being an enterprise for generating income to the Centre the **Large Scale Farming unit at Uyole** should serve as an experimental and demonstration farm. It should test the feasibility of different innovations on medium and large scale farms. A revolving fund will be established to enable the economy of the farm to be kept separate from that of the Centre.

g) **Strict Financial Management** is precondition for the realization of the Project. Special efforts should be made to further develop standards of accountancy, budgeting and financial control. Increase in the recurrent expenditure of the Centre should be kept to an absolute minimum. Provisions should also be made for annual depreciations of e.g. farm machinery and vehicles with the aim of generating funds for their gradual replacement.

h) **Continuity in the service** of all qualified staff members is another fundamental precondition for a successful realization of the Project as a whole. Thus staff members who are selected for further academic training under the Project should return to serve the Centre for a minimum period after the completion of the training. Whenever a staff member leaves for a longer period of training steps shall be taken to guarantee that the functioning of the Centre is not disturbed as a result of absence of the staff in connection with training.

2. Personnel assistance

For the effective implementation of the Project and strengthening of the Centre's administration and management incl. budgeting, accounting and financial control the Project will make available the services of following **general support personnel**: Project Coordinator, Finance and Administrative Officer, Chief Accountant, Maintenance Engineer and Farm Manager. Furthermore, some specific activities within the Project will also be strengthened by providing expatriate personnel for specific research and training tasks. In addition to long-term personnel assistance Project funds are also reserved for the engagement of short-term consultants for specific, well-defined purposes. The expatriate personnel members shall put emphasis on the training of their Tanzanian counterparts. The status of the expatriate personnel is specifically defined in Annex B to this Agreement. The posts — corresponding to approx. 10 man-years — to be financed during 1982—1983 are specified in the attached plan of work and budget 1982—1983. The number of expatriate personnel is envisaged to be gradually reduced during the Agreement period.

3. Scholarships and staff training programme

The general purpose of the staff training programme is to upgrade the quality of the Centre's staff, in terms of knowledge and experience in research and training methodology, specialization on a particular discipline of research or training undertaken at the Centre and other special skills pertinent to the Centre's activities.

The assistance to staff training may consist of scholarships for longer training and financial support for attendance at short courses, seminars, workshops and study tours.

4. Special Projects

The Nordic assistance to Special Projects aims at securing resources for the realization of specific programmes regarding crucial training, research and production activities of the Centre. The general objective of these activities is to promote rural and agricultural development in the four regions assigned to the Centre. During 1982/83 the Project will support in all 15 Special Projects. Short descriptions and cost estimates are given in the attached Plan of Work and Budget (Appendix).

5. Replacement of worn-out machinery and equipment

Funds are reserved within the Project to compensate for replacement of worn-out machinery and equipment at the Centre, including the establishment of a pool for spare parts and tools for maintenance and repair.

6. Administrative expenditure (Nordic Administration)

The Project includes funds to compensate for costs of Nordic Administration, study tours and short-term consultants for further planning.

7. Budget 1982/83—1984/85

The budget of the Project during 1982/83 will consist of:

	TShs
a. Personnel assistance approx 10 man-years	5 000 000,-
b. Scholarships and Training Programme	1 303 000,-
c. Special Projects	7 226 000,-
d. Replacement of worn-out machinery and equipment	1 471 000,-
e. Administrative expenditure (Nordic Administration)	1 500 000,-
Total	TShs 16 500 000,-

The tentative budget for 1983/84 totals TShs 18 500 000 and for 1984/85 TShs 20 000 000, respectively. The total budget of the Project is TShs 55 million for the period 1 July 1982 — 30 June 1985.

8. Evaluation and follow-up

A Consultative Committee shall be set up for purpose of evaluation and continuous follow-up of the Project. It shall plan and direct the evaluation of the Project and make such recommendations to the Competent Authorities as warranted by the results of the evaluation.

The Consultative Committee shall meet at least once a year under the chairmanship of the Principal Secretary of the Ministry of Agriculture. It shall have as members one additional representative of that Ministry, one Representative of the Uyoile Agricultural Centre and two representatives nominated by the Authorities for the Project. The Committee may recommend the appointment of evaluators to assist in the Evaluation of the Project that is planned to be carried out during the first quarter of 1984.

9. Administrative systems and procedures

a. Personnel Assistance

The administrative systems and procedures for the personnel assistance are set forth in Annex B to the Agreement.

b. Payment of Financial Contributions

The administrative systems concerning the payment of financial contributions by the Nordic countries are set forth in Annex C to the Agreement.

ANNEX B

to the Agreement between the Nordic Governments and the Government of Tanzania on Assistance to the Uyole Agricultural Centre (UAC) in Mbeya.

The following provisions apply to the Personnel referred to in Article IV, paragraph 2 of the Agreement. The provisions may be amended from time to time by the Competent Authorities as stipulated in Article III, paragraph 3.

1. Status and Recruitment of Nordic Technical Assistance Personnel

The Nordic Technical Assistance Personnel mentioned in the Plan of Operation forming Annex A to the Agreement may hold executive or advisory positions in the service of the Tanzanian Government. Subject to the provisions of the Agreement, the plan of Operation and their contracts of employment with FINNIDA, referred to in Article II of the Agreement, including their job descriptions, the Nordic Technical Assistance Personnel shall be under the exclusive direction of the Tanzanian Authorities. The technical and organizational status of the Nordic Technical Assistance Personnel shall be equal to that of the Tanzanian one.

The Competent Authorities shall in each individual case agree on a detailed job description for the posts to be filled with Nordic Technical Assistance Personnel. FINNIDA shall obtain the approval by the proper Tanzanian authorities of each member of the Personnel before appointment to a post within the Project.

2. Obligations of the Nordic Governments

The Nordic Governments shall:

a) carry in full the costs of salaries and other related emoluments to the members of the Nordic Technical Assistance Personnel;

b) carry the costs of international travel of the Personnel and their families at the beginning and termination of an employment period as well as the transport of their household goods;

c) make known to the Government of Tanzania the general terms and conditions of the contracts of employment between FINNIDA and the members of the Nordic Technical Assistance Personnel.

3. Obligations of the Tanzanian Government

The Tanzanian Government shall:

a) provide the Nordic Technical Assistance Personnel and their families on arrival, or at the latest within two months after the arrival of such Personnel in Tanzania, with rent free housing and hard furnishing of a standard similar to that provided to officers of the Tanzanian Government of comparable rank. Telephone, water and electricity charges shall be the responsibility of the Personnel. In cases where the Personnel are compelled to reside in hotels, because of lack of housing, the Tanzanian Government shall provide free hotel accommodation for them and their families excluding meals, laundry and telephone charges;

b) provide office facilities, telecommunications for official purposes and secretarial services;

c) provide transport facilities and payment of travel allowance to the same extent as provided to officers of the Tanzanian Government of comparable rank;

d) provide medical services and facilities to the Nordic Technical Assistance Personnel and their families to the same extent as provided to officers of the Tanzanian Government of comparable rank and their families;

e) allow the members of the Nordic Technical Assistance Personnel to take such annual leave and sick leave as stipulated in their contracts of employment;

f) exempt the Nordic Technical Assistance Personnel from all direct taxes on income received from the Nordic Governments in accordance with Section 2 of this Annex;

g) exempt from customs duties, sales tax and other related charges the personal and household effects of the Nordic Technical Assistance Personnel and their families including one motor vehicle, one airconditioning unit, one refrigerator and the following used equipment: one stove, one radio receiver, one tape recorder, record player and one set of photographic or cine

equipment per household imported into Tanzania within six months of the first arrival of the Personnel member in Tanzania, provided that such personal or household effects or equipment are not sold or disposed of at any time within Tanzania to a person not entitled to customs franchise privileges;

h) provide the Nordic Technical Assistance Personnel and their family members with entry and exit permits valid for the period during which each member is connected with the Project;

i) bear all risks and claims resulting from or occurring in the course of, or otherwise connected with, any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Tanzanian Government shall indemnify and hold harmless the Nordic Governments and the Personnel against any and all liability, suits, actions, damages, demands, cost or fees on account of death, injuries to person or property, or any other losses resulting from, or connected with, any act or omission performed in the course of operations covered by this Agreement short of acts or omissions amounting to gross negligence or wilful or reckless misconduct. In the event of the Tanzanian Government meeting any claim on behalf of Nordic Technical Assistance Personnel in accordance with the foregoing provisions, the Government shall be entitled to exercise and enforce the benefit of any right of set-off, counterclaim, indemnity, contribution or guarantee to which such Personnel may be entitled.

4. Recall of the Nordic Technical Assistance Personnel

The Tanzanian Government has the right to request the recall of any member of the Nordic Technical Assistance Personnel if his work or conduct is unsatisfactory. Before exercising this right the Tanzanian Government shall consult FINNIDA.

The Nordic Governments shall have the right to recall any member of the Nordic Technical Assistance Personnel at any time. Before exercising such right the Nordic Governments shall, unless exceptional circumstances demand that such Personnel member be recalled immediately, consult the Tanzanian Competent Authority.

ANNEX C to the Agreement between the Nordic Governments and the Government of Tanzania on Assistance to the Uyole Agricultural Centre (UAC) in Mbeya

The following provisions apply to the payment of financial contributions referred to in Article IV of the Agreement. The provisions may be amended from time to time by the Competent Authorities as stipulated in Article III, paragraph 3.

1. The Nordic Governments shall make available their contribution (Article IV of the Agreement) towards the costs of the Project specified in the Plan of Operation, Annex A, in the following manner:

The payments shall be made annually and the sum paid each time shall be in accordance with the current financial year's Plan of Work and Budget.

The balance of the funds made available shall be transferable to the next financial year within the agreement period.

2. The financial Contributions of the Nordic Governments shall be paid into an account with the National Bank of Commerce, Foreign Branch, Dar es Salaam except for:

(i) salaries and related emoluments paid by the Nordic Governments to the Nordic Technical Assistance Personnel and

(ii) funds earmarked to cover the costs of evaluation referred to in Article IV, paragraph 3 of the Agreement

(iii) funds earmarked for procurements referred to in Article IV, paragraph 4 of the Agreement.

3. a) The account mentioned in paragraph 2 above shall be operated jointly by persons authorized by the Ministry for Foreign Affairs of Finland and by the Principal Secretary of the Ministry of Agriculture of Tanzania.

b) If any amount remains unspent in the account on the expiration of the Agreement, the Competent Authorities shall agree upon the use of the balance.

c) A report on the funds paid directly by the Nordic Governments should be submitted quarterly to the Ministry of Finance of Tanzania.

4. FINNIDA, referred to in Article II of the Agreement, shall have the right to audit the accounts and other evidence related to the utilization of the financial contribution for the Project under this Agreement.