

AUGLÝSING

um samning milli Norðurlanda og Mósambík um þróunaraðstoð á sviði landbúnaðar (MONAP 86—87).

Hinn 16. júlí 1986 var undirritaður í Maputo samningur milli ríkisstjórna Danmerkur, Finnlands, Íslands, Noregs og Svíþjóðar og ríkisstjórnar Mósambík um þróunaraðstoð á sviði landbúnaðar (MONAP 86—87).

Samningurinn öðlaðist gildi til bráðabirgða 1. janúar 1986 og kom í stað samnings frá 7. júní 1985, sbr. auglýsingu í C-deild Stjórnartíðinda nr. 4/1985.

Samningurinn er birtur sem fylgiskjal með auglýsingu þessari.

Þetta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 20. júlí 1986.

Matthías Á. Mathiesen.

Ingvi S. Ingvarsson.

Fylgiskjal.

AGREEMENT

on support to the MONAP programme 1986—1987 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 86—87 (hereinafter referred to as the Programme) support will be given with the general objective to assist the Mozambican Government in its effort to increase food production and standard of living in Mozambique, in particular within the family sector.

2. Support will be given to the following projects:

- Agricultural production in the green zones of Beira
- Marracuene integrated rural development
- Technical and professional training in the agricultural sector
- General programme support
- Strengthening of the veterinary service
- Seed sector
- Development of the peasant sector
- Import of agricultural inputs

Article II

The Nordic Contribution

1. The Nordic Governments shall make available funds, goods and personnel to the Mozambican Government for the period January 1, 1986 — December 31, 1987 to a total value not exceeding seventyfive million Swedish Crowns (SEK 75 000 000) per year (hereinafter referred to as the Nordic Contribution).

2. Out of the Nordic Contribution an amount not exceeding two millionfourhundredthousand Swedish Crowns (SEK 2 400 000) per year shall cover the cost of SIDA for administration of the Programme. SIDA shall present an estimation of such costs.

3. Allocations to the Programme shall be made on the basis of a budget agreed upon between the Parties as set forth in Article V below.

Article III

The Mozambican Contribution

1. The Mozambican Government will assure funds, and make available goods and personnel for the period mentioned under Article II to a total annual value not exceeding MT 500 000 000 for the Programme in accordance with the budget agreed upon between the Parties as set forth in Article V below.

2. Each project shall have financial autonomy for disbursements in local currency in conformity with the budget agreed upon.

Article IV

Delegation of competence

1. The Ministry of Agriculture of the Mozambican Government through DNEA (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.

2. A Nordic Project Committee with representatives of the Nordic Governments will advise SIDA with regard to the implementation of this Agreement.

Article V

Implementation of the Programme

1. The Ministry shall be responsible for the planning, administration and implementation of the Programme and its projects. The Programme shall be implemented through the Coordination Unit for the MONAP programme in accordance with the project document as revised from time to time and an annual work plan and budget for each project.

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 necessary costs indicating the financial source (Nordic or Mozambican contributions).

3. The Mozambican Government may enter into agreements with the Food and Agriculture Organization, FAO, for the provision 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 project managers for each of the projects included in the Programme.

5. Expatriate personnel may not be assigned to other duties and equipment may not be used for other purposes than those indicated in agreed workplans without prior consultations between the Parties.

Article VI**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 May 25, 1983 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 VII**Personnel**

1. Personnel to be appointed may be recruited and contracted by the Ministry, by SIDA and by FAO. A plan for the recruitment shall be elaborated and agreed upon at the joint reviews referred to in Article XI below.

2. Each contractor shall administer the personnel recruited by him and shall promptly initiate recruitment for posts as agreed. The Ministry of Agriculture shall within one month after reception of candidate proposals including curricula vitae state its opinion on the candidate presented. Prolongation of individual contracts shall be made by each contractor after consultations with the Ministry of Agriculture. Such consultations shall be held in due time before the expiry of the contract.

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. Housing for expatriate personnel shall be furnished by the Mozambican Government in accordance with Annex III item 4.1 of the Agreement on Terms and Procedures between the Government of Mozambique and the Government of Sweden dated 25 May, 1983.

Article VIII**Procurement of goods**

1. The Parties shall at the joint reviews referred to in Article XI 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 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 SEK 500 000 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 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 approval will be regarded as a condition for disbursement 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 in conformity with the budget categories utilized by MONAP. 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 IX**Procurement of consultancy services**

The Parties shall at the joint reviews referred to in Article XI below elaborate and agree on a plan for the supply of consultancy 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 X

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 joint reviews referred to in Article XI below. The disbursement plan is subject to revision during the quarterly consultations in conformity with the progress of activities for each project, availability of local and foreign personnel and local currency.

However, as regards financing of contract referred to in Article VIII 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 suppliers of goods and services.

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 XI

Review meetings and consultations

1. A joint review shall be held before May 1986 and 1987 between representatives of the Ministry and SIDA in order to prepare for further cooperation. For this review the Ministry shall prepare in a draft form before March 1, 1986 and 1987 respectively a work plan and budget for each of the projects for the forthcoming year. After the review the documents shall be submitted to the Nordic Governments for general approval in June. Actions may then be taken for recruitment of personnel and procurement as agreed between the Ministry and SIDA. Final documents shall be agreed on at a joint review in November after approval by the Nordic countries. These should include final agreed work plan and budget for each project as well as plans for disbursements, recruitment of personnel and procurement of goods and consultancy services, all in respect of the forthcoming year.

SIDA delegations can include representatives of the Nordic Project Committee.

Mozambican delegations can include representatives of the Mozambican Planning Authorities.

2. Consultations shall be held quarterly by February and August (The May and November consultations are replaced by the above-mentioned review meetings) between representatives from the Ministry and SIDA in order to review the progress of ongoing activities within the Programme in comparison with the work plans, and to discuss amendments, if any, to the budgets and the plans for disbursement, recruitment of personnel and procurement.

3. Each Party may call for consultations regarding any questions which may arise in the cooperation between the Parties during the implementation of the Programme.

Article XII

Reporting and evaluation

1. Before March 31 each year the Ministry shall submit to SIDA, with a copy to FAO, an annual report containing information on (a) progress of the Programme including an analysis of problems with regard to its implementation and (b) progress of each individual project and (c) a financial statement of the total expenditures 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 shall for each project identify relevant cost items.

2. Before August 31, each year the Ministry shall submit a semiannual report giving information in brief with regard to the points mentioned under para 1 above.

3. Furthermore, before the end of April and October, the Ministry shall submit to SIDA quarterly brief reports on the progress of the Programme together with a budget follow-up.

4. An evaluation on the Programme shall be carried out during 1987 by experts appointed by the Parties.

Article XIII

Transitional provision, entry into force and duration

1. This Agreement supersedes the Agreement of June 7, 1985 between the Parties with regard to support to the MONAP Programme. Funds remaining after the expiry of that agreement shall be used as additional funds for projects covered by this Agreement.

2. This Agreement shall enter into force provisionally on January 1, 1986 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, 1988.

3. The Agreement may be terminated by either Party upon the serving of written notice to 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.

Done in two original texts in English in Maputo on July 16, 1986

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

Bo Kålfors

For the Government of
the People's Republic
of Mozambique

J. dos Santos Ferreira

Nr. 15

18. desember 1986

AUGLÝSING**um samning við Bandaríkin til að auðvelda framkvæmd varnarsamstarfs
ríkjanna.**

Hinn 24. september 1986 var undirritaður í New York samningur milli lýðveldisins Íslands og Bandaríkja Ameríku til að auðvelda framkvæmd varnarsamstarfs ríkjanna. Jafnframt var undirritað samkomulag milli lýðveldisins Íslands og Bandaríkja Ameríku varðandi samning til að auðvelda framkvæmd varnarsamstarfs ríkjanna.

Með ályktun 28. október 1986 heimilaði Alþingi ríkisstjórninni að fullgilda samninginn og var skipst á fullgildingarskjöllum 31. október 1986. Samningurinn og samkomulagið tóku gildi þann dag, sbr. 2. gr. samningsins og 2. tl. samkomulagsins.

Samningurinn er birtur sem fylgiskjal 1 með auglýsingu þessari og samkomulagið sem fylgiskjal 2. Þetta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 18. desember 1986.

Matthías Á. Mathiesen.

Ingvi S. Ingvarsson.