AUGLÝSING

um samning milli Norðurlanda og Mósambík um þróunaraðstoð á sviði landbúnaðar (MONAP 85).

Hinn 7. júní 1985 var undirritaður í Maputo samningur milli ríkisstjórna Danmerkur, Finnlands, Íslands, Noregs og Svíþjóðar og ríkisstjórnar Mósambík um þróunaraðstoð á sviði landbúnaðar (MONAP 85).

Samningurinn öðlaðist gildi til bráðabirgða 1. janúar 1985. Með samningnum var fellt úr gildi samkomulag frá 26. nóvember 1980, sbr. auglýsingar í C-deild Stjórnartíðinda 22/1980, 13/1984 og 3/1985.

Samningurinn er birtur sem fylgiskjal með auglýsingu þessari.

Þetta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 10. október 1985.

Geir Hallgrímsson.

Ingvi S. Ingvarsson.

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 85"(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, 1985 - December 31, 1985 to a total value not exceeding seventyfive million Swedish Crowns (SEK 75 000 000) (hereinafter referred to as the Nordic Contribution).

2. Out of the Nordic Contribution an amount not exceeding twomilliontwohundredandtwenty-thousand Swedish Crowns (SEK 2 220 000) shall cover the cost of SIDA for administration of the Programme during 1985. SIDA shall present an estimation of such costs.

3. An amount not exceeding two million Swedish Crowns (SEK 2 000 000) out of the Nordic Contribution may be utilized for the provision of housing to accommodate expatriate personnel assigned

to the Programme. Housing provided for expatriate personnel by the Ministry and financed by Nordic countries under other agreements shall remain available to such personnel unless the Parties otherwise agree.

4. 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.

5. The Nordic contribution shall not be made available until contributions under the agreement of 26 November 1980, extended 24 April 1984, between the Parties have been utilized.

Article III

The Mozambican Contribution

The Mozambican Government shall make available funds, goods and personnel for the period mentioned under Article II to a total value of approximately MT 335 000 000 for the Programme.

Article IV

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.

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 in accordance with a project document and an annual work plan and budget for each project.

2. In order to prepare for a future continuation of Nordic support the Ministry and SIDA shall before May 1985 jointly review the progress of the Programme. Subject to the outcome of this review and to the consent of the Nordic Governments, the Ministry shall present, in a draft form, before August 1, 1985 a work plan and budget regarding each of the projects for 1986 to be agreed upon by the Parties.

3. Each work plan shall identify major activities to be undertaken during 1986 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 as well as Mozambican contributions.

4. 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 such personnel, procurement and technical services. Any such agreement between the Mozambican Government and FAO shall be made in consultation with SIDA.

5. The Mozambican Government shall appoint full-time project managers for each of the projects included in the Programme.

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 in 1986 shall be elaborated and agreed upon at the review in November 1985 referred to in Article XI below.

2. Each contractor shall administer 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.

Article VIII

Procurement of goods

1. The parties shall at the annual review 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, 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 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 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 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 consultant services

The Parties shall at the review in November 1985 referred to in Article XI below elaborate and agree on a plan for the supply of consultant services in 1986 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 review in November 1985 referred to in Article XI below and to be revised, if needed, during quarterly consultations.

However, as regards financing of contract referred to in Article VIII, 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 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 meeting shall be held in May 1985 between representatives of the Ministry and SIDA in order to agree on a proposal for further cooperation to be submitted to the Nordic countries. Subject to their consent and on the basis of the draft work plans and budgets as mentioned in Article V,

paragraph 1 above, a joint review meeting shall be held in November 1985 between representatives from the Ministry and SIDA. The SIDA delegation can include representatives of the Nordic project committee. This review meeting shall result in a 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.

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 discuss amendments, if any, to the budgets and the plans disbursements, 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.

4. Consultations shall be held regarding the use of funds made available under the Agreement dated November 26, 1980 and extended on April 24, 1984, MONAP II but which are likely to remain unutilized. The Ministry shall before February 1, 1985 inform SIDA about the amount of such funds and suggest for joint decision how they should be utilized.

Article XII

Reporting

1. Before March 31, 1986 the Ministry shall submit to SIDA, with a copy to FAO, an annual report containing information on (a) progress of the Project 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 and other donors. The statement shall for each project identify costs for personnel, consultancy services, equipment and constructions.

2. Furthermore, before the end of April, July and October 1985, the Ministry shall submit to SIDA quarterly reports on the progress of the Programme together with a budget follow-up.

Article XIII

Transitional provisions, entry into force and duration

1. This Agreement supersedes the agreement of 26 November 1980, extended 24 April 1984, between the Parties with regard to support to the agricultural sector. Funds remaining under that agreement will be made available for agreed purposes before expiry of the agreement on 30 June 1985. Any balance after the expiry shall be used for projects covered by this Agreement.

2. This Agreement shall enter into force provisionally on January 1, 1985 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, 1986.

3. 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.

Done in two original texts in English in Maputo on the 7 June, 1985

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

Bo Kälfors

For the Government of
the People's Republic
of Mozambique

A. Sumbana