

Institutional Cooperation Agreement

between

The Norwegian Forest and Landscape Institute (here after called "NFLI")

and

Sokoine University of Agriculture (hereafter called "SUA"),

Regarding the project "Establishing a National Carbon Monitoring Center (NCMC) for REDD+ in Tanzania" (the Project)

WHEREAS,

1.1 The Government of the Kingdom of Norway (Norway) and the Government of the United Republic of Tanzania (Tanzania) signed a Letter Of Intent on a Climate Change Partnership (the LoI) with a focus on reduced emissions from deforestation dated 21st April 2008,

1.2 As part of a capacity building for REDD+ implementation, Tanzania identified, in its framework for REDD+, a project for "establishing a National Carbon Monitoring Center, NCMC", the "Project".

1.3 The Norwegian Ministry of Foreign Affairs (MFA) and Tanzania has entered into an agreement dated 23.06.2015 (the Programme Agreement) regarding development cooperation concerning the Project,

1.4 MFA, on the terms and conditions of the Programme Agreement, will provide a grant (the Grant) to be used exclusively to finance the Project

1.5 SUA, as stipulated in article II of the Agreement, is authorized to represent the Vice President Office (VPO) and responsible for hosting the National Carbon Monitoring Centre (NCMC) as the main implementing partner of the Project,

1.6 The Norwegian Forrester and Landscape Institute (NFLI) and Sokoine University of Agriculture (SUA), collectively referred to as the "Parties", in accordance with the Programme Agreement Article I Clause 4 shall enter into an agreement on institutional and technical co-operation (the ICA) concerning the implementation of the Project (the ICA),

NOW THEREFORE, NFLI and SUA have agreed as follows:

2. Scope and Objectives

2.1 This ICA sets forth the terms and conditions of the Parties institutional cooperation within the Project, which pursues the following Goal and Objectives:

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“Tanzania is able to actively participate and benefit from possible future international carbon trading mechanisms to reduce greenhouse gas emissions”.

“to build national capacity to measure verify and report adequately on carbon emissions at national and international level”.

The Parties may agree to incorporate new elements into the Project, as well as on re-allocating funds within the Project, as a result of decisions taken by the Parties to the Programme Agreement. Any changes to the Project requires prior approval in writing by MFA and Tanzania.

The cooperation between the Parties is a result of the Grant under the Programme Agreement. The ICA shall be interpreted and implemented in conformity with the Programme Agreement.

3. Programme Management – Consultations

3.1 SUA is responsible for the planning, administration and implementation of the tasks referred to in Article 4, including adherence to budgets and decisions of the Parties to the Programme Agreement.

3.2 SUA and NFLI shall meet annually March/April each year to finalize draft annual progress reports, work plans and budgets. The meeting shall be called and chaired by SUA, which shall also be responsible for drafting Agreed Minutes from the meetings within two weeks after the meeting.

3.3 Respective contact persons will be nominated by the Parties and mechanisms to ensure an effective communication and cooperation between the two sides will be developed.

3.4 The Director of the NCMC and the international technical advisor from NFLI shall be competent to represent the Parties under this ICA.

3.5 The contact persons of the Parties shall perform their duties through e.g. formal meetings, telephone conference calls and or exchange of emails, in order to perform needs assessment, assess the priorities, review the progress of the NCMC and approve the Project requirements for the coming year (s) and activities to be included in the coming period.

4. Obligations and Responsibilities of the Parties

4.1 The Parties shall keep each other informed about all matters of importance to the overall cooperation and implementation of the tasks to be performed. Any international travel shall be agreed upon.

4.2 The Parties shall make available sufficient and qualified personnel who shall carry out their obligations in accordance with the highest professional standards. If any problem arise or is expected to arise, the Parties shall notify each other immediately in writing.

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4.3 Should it become necessary to replace personnel, the Party concerned shall arrange for a replacement with a person with comparable experience. The Party requesting replacement shall be responsible for the financial consequences thereof, except in cases where personnel are replaced for reasons of misconduct, incapability to perform or violation of instructions and local laws and regulations, in which case the Party concerned shall be responsible.

4.4 While carrying out the assignment, the personnel and representatives engaged by either of the Parties shall comply with the laws of the respective countries and their subcontractors. The respective Party shall take prompt corrective action with regard to any violation by such personnel/representative and entities.

4.5 SUA shall:

- provide detailed outline of areas where technical support is required based on the Project Document and based on joint needs assessment between the Parties.
- Cooperate with NFLI in assessing areas where institutional and technical support is required for the implementation of the Project
- assist NFLI in obtaining all necessary permits for NFLI's personnel to travel and stay in Tanzania for the purpose of the Project.
- assist in finding the necessary facilities (accommodation, transport etc.) to NFLI personnel when visiting SUA and undertake the Tasks.

4.6 NFLI shall:

- cooperate to facilitate the implementation of the Project through activities and services specified and budgeted for, in the Project document (Annex II). This will include collaboration through institutional and technical capacity building by providing guidelines, support in developing methodologies, training and knowledge sharing that help the NCMC to strengthen its technical and institutional capacity for effective MRV for REDD+.
- have a representative in the Advisory Committee of the NCMC (AC-NCMC) to assist in the planning the processes of NCMC;
- participate in NCMC staff recruitment process to ensure greater transparency and assure quality of the NCMC staff, through involvement in screening, interviewing, shortlisting, and selecting best candidates.
- provide technical and operational assistance at all phases of the NCMC, particularly the technical capacity building in respect to developing Reference Emission Levels, forest definition, forest carbon monitoring, reporting and verification (MRV), through advice, provision of technical inputs and training for professional development;
- assist SUA in establishing national and international partnership arrangements with other competent international and national technical institutions as required;

- assist SUA and the NCMC personnel in obtaining accommodation facilities when visiting Norway, including visa and other permissions necessary for their visit to or stay in Norway for the purpose related to the NCMC.

5. Procurement

Procurements under this ICA shall be carried out in accordance with the rules and procedures set out in the Programme Agreement Article VIII. SUA shall effect all procurements under the Project.

6. Reporting

6.1. NFLI shall assist SUA in preparing the reports stipulated in Article VII of the Programme Agreement.

6.2. NFLI shall submit to SUA annual financial statements in line with Article VII clause 1 for funds from the Grant disbursed directly to NFLI from MFA

7. Remuneration/reimbursement to NFLI

NFLI shall be paid for the services performed and the costs incurred while performing its tasks in conformity with the procedure set out below and at the rates referred to in the budget.

Services by personnel of NFLI carried out in Norway or in Tanzania for less than 6 consecutive months (short term personnel), will be remunerated on the basis of the following hourly rates in NOK:

Year	2016	2017	2018
Technicians/ "Rådgiver"	1010	1070	1130
Researchers	1170	1230	1300
Senior researchers	1190	1250	1320

Field work shall be remunerated up to a limit of 42 hours per week.

All international travels shall be agreed upon between the Parties. For intercontinental journeys, NFLI shall be entitled to a compensation equaling one working day of seven hours each way. Travel time during field work is billable within the weekly limit of 42 hours per week. There will be no other compensation of travel time unless otherwise agreed.

Economy Class/Business Excursion tickets shall be used when practicable.

Other expenses up to the limits set forth in the budget in the Annex in the Programme Agreement or included in budgets approved by the parties to the Programme Agreement shall be reimbursed at cost.

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8. Invoicing

8.1 Payments to NFLI shall take place directly from The Norwegian Ministry of Foreign Affairs based on request from SUA for expenditures related to salary, per diem, accommodation and travel related to the services carried out by the personnel or experts from NFLI according to the approved budget in accordance with the Programme Agreement Article V Clause 4 and 5.

8.2 NFLI shall submit original invoices to SUA twice a year for countersignature. The invoices shall be certified by the person responsible for the Project in NFLI, and shall state that the invoiced expenses are in accordance with this ICA.

8.3 The time sheets and the original documentation will remain at NFLI, and will be subject to audit by the Norwegian Auditor General. Copies can, however, be submitted to SUA on request. In respect of travels the invoices shall, in addition to the total costs, provide names of persons, duration and purpose for each trip.

8.4 SUA shall request the MFA to pay NFLI within 30 days after SUA has received the invoices. Funds shall be disbursed according to the respective government and institutional financial regulations.

All payments to NFLI shall be made directly to the address and bank account designated by NFLI as follows, and if there be any change in the address, NFLI will notify SUA in writing.

Norwegian Forest and Landscape Institute
Postbox 115
N-1431 Ås,
Norway
IBAN nr.: NO3276940512081
BANK: DnB bank ASA
Postboks 1600 Sentrum, Bygg M-16N
N-0021, Norway

If any item or part of an invoice rendered by NFLI is disputed or subject to question by SUA, the approval by SUA of the remainder of the invoice shall not be withheld on these grounds.

9. Sub-contracts

9.1 Any sub-contracts to be entered into by NFLI shall be made with duly qualified entities and NFLI shall retain full responsibility for all services it is committed to render under the ICA.

9.2 All sub-contracts whose value exceeds NOK 500,000 shall be submitted to MFA for information (cf. Article VIII, clause 3 in the Programme Agreement).

10. Audit

SUA shall ensure that the financial statements of the Programme are audited in accordance with the Programme Agreement Art.IX. Expenses incurred according to Art. V clause 1 of the Programme Agreement shall be documented by copies of the invoices with enclosures. Time sheets and other original documentation produced for invoicing purposes will remain with the NFLI and are subject to audit by the Norwegian Auditor General.

11. Liability

SUA shall not be liable, financially or in other ways, to companies or individuals engaged by NFLI or its sub-contractors. NFLI shall not be liable, financially or in other ways, to consequences of their technical advice or decisions made by Tanzania.

12. Project Assets

1. SUA shall have full ownership to all equipment, consumables and intellectual property rights procured or developed by use of the Grant, unless otherwise agreed between the Parties. All matters associated with equipment, consumables and intellectual property rights are the exclusive responsibility of SUA.
2. The Grant may not be used to buy land or property of any kind, unless specifically approved by the Parties to the Programme Agreement.
3. MFA and NFLI shall have a worldwide, non-exclusive, irrevocable and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. The parties to the Programme Agreement may assign this right to any individual or organisation at its own discretion.

13. Financial irregularities

1. The Parties shall practise zero tolerance towards any financial irregularities within and related to the Project. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel, contractors, implementing partners and beneficiaries of the Grant.
2. Financial irregularities refers to all kinds of:
 - a. corruption, hereunder bribery, nepotism and illegal gratuities;
 - b. misappropriation of cash, inventory and all other kinds of assets;
 - c. financial and non-financial fraudulent statements;
 - d. all other use of Project funds not in accordance with the ICA.
3. The Parties are firmly committed to preventing, detecting and managing financial irregularities and shall therefore hereunder;
 - a. organise their operations and internal control systems in a way that financial irregularities are prevented and detected;

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- b. cooperate fully to prevent and handle financial irregularities within and related to the Project;
 - c. require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.
- 4. The Parties shall initiate necessary measures to stop any financial irregularities in connection with the Project.
 - 5. The Parties shall immediately inform the parties to the Programme Agreement of any indication of financial irregularities.
 - 6. The Parties shall fully cooperate with the investigations into such events.

14. Entry into force -Duration - Amendments

14.1 This ICA shall enter into force when signed by both Parties and approved in writing by MFA. The ICA shall remain in force as long as the Programme Agreement remains in force.

14.2 No amendments of this ICA shall be made unless by written agreement signed by the Parties. Such amendments will become effective when approved by MFA.

14.3 In case of a need for an amendment, a review or a change in this agreement, the party that learns about the changes shall immediately notify the other party. Parties shall in such case promptly meet to agree on the necessary amendments to the Agreement.

15. Termination

15.1 Each Party may terminate this ICA by giving three months written notice to the other Party, with copy to the parties to the Programme Agreement.

15.2 Upon receipt of such notice of termination, both Parties shall exert their best efforts to bring the work to an end in a rapid, orderly and economical manner, and will deliver to each other any plans or documents completed as part of this ICA.

15.3 In the event of termination, NFLI shall be entitled to all payments for services satisfactorily performed, expenses properly incurred prior to the date of termination, and to non-reversible commitments.

16. Dispute settlement

16.1 If any dispute arises relating to the implementation or interpretation of this ICA, there shall be mutual consultations between the Parties with a view to secure a successful implementation of the Project.

16.2 Any disputes, which cannot be solved amicably, shall be referred to the Parties to the Programme Agreement with a view to reaching a solution.

In witness whereof, the undersigned being duly authorized by their respective institutions, have signed this ICA in two originals in the English language.

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[Signature]



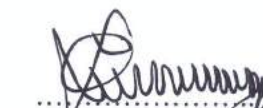
Aas. 29.6.2015

Arne Bardalen

Director General

For

The Norwegian Forest and Landscape Institute



MOROGORO, 30.06.2015
(place and date)

For

Sokoine University of Agriculture
VICE CHANCELLOR
SOKOINE UNIVERSITY OF AGRICULTURE
P. O. Box 3000
MOROGORO, TANZANIA

Annex I - Agreement between the Norwegian Ministry of Foreign Affairs and the Government of the United Republic of Tanzania regarding development cooperation concerning "Establishing a National Carbon Monitoring Center in Tanzania" dated 23.06.2015.

Annex II - The Project Document "Establishing a National Carbon Monitoring Center in Tanzania" last updated June.2015.,

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