

- f) warehousing and inventory systems;
- g) registration records systems;
- h) collegial policies and procedures;
- i) institutional and academic research; and
- j) other specialized areas that may arise during the course of the project.

2.3. Roles and Responsibilities - Indonesia

DGHE will designate the Universitas Terbuka to coordinate and implement the project in collaboration with OLA, and

- a) provide the necessary approvals and agreements which will enable the implementation of the project;
- b) make the necessary arrangements including customs, immigration, authorizations and administrative arrangements which will assist the Canadian advisors in carrying out their assignments;
- c) arrange local offices, facilities, secretarial and administrative staff in support of the Canadian advisors and arrange with the OLA for payment of local costs over and above these arrangements;
- d) provide salaries and personal expenses for Indonesian participants to attend English Language Training in Indonesia;
- e) provide salaries according to GOI regulations for Indonesian participants while in attendance at graduate and short term training courses, attachments and other training opportunities in Canada;
- f) designate the Rector or his representative to be co-chairman of the Project Review Committee.

2.4 Project Review Committee

The Project Review Committee will be co-chaired by UT and OLA and attended by DGHE and the CIDA Project Team Leader or their representatives. The Committee will meet at least annually or as requested by CIDA and DGHE to review the progress of the project, and the work plans for the next succeeding phase.

3. REPORTING

The following reports will be submitted as shown in the attached schedule of reports, Appendix V, but may also be submitted at any time for matters which require urgent action.

3.1 Progress Reports

3.1.1 Quarterly Progress Report

- a) A description of new activities started, anticipated results and recommendations.
- b) On-going activities carried out during the quarter including results obtained.
- c) Identification of technical or administrative problem areas with recommended action proposed for their resolution.

3.1.2 Annual Reports

- a) Advisors' services provided, locations, dates, and appropriate comments on results achieved.
- b) Fellowship training planned and received, academic progress, orientation, reintegration, follow-up and results achieved.
- c) Details on English Language Training, language proficiency and results achieved.
- d) Short-term training and attachments in Canada, durations, participants and results achieved.
- e) Microcomputer equipment, software, books and periodicals purchased, locations and utilization.

- f) A financial summary and cost tabulation of the budgeted costs compared with the actual costs under each component.

3.1.3 Final Report

- a) A summary of advisory services rendered, field services provided, short-term and language training conducted, fellowships provided, materials and equipment supplied.
- b) A tabulation of results obtained.
- c) A comparison of actual expenditures against budgeted amounts, and the reasons for any differences.

3.2 Financial Reports

3.2.1 Annual Work Plan and Budget

A detailed Work Plan and budget for projected costs and disbursement of funds for the coming year will be submitted for the approval of CIDA. Approval of the annual Work Plan and budget will constitute financial approval to the OLA to make disbursements.

3.2.2 Quarterly Financial Reports

- a) Progress claims for the quarter being reported.
- b) Requests for advance of funds from CIDA supported by statements of funds received, funds disbursed, and projected disbursements for the succeeding quarter.
- c) Requests with recommendations to adjust budget and Work Plan. Approval by CIDA will constitute authorization to the OLA to make disbursements accordingly.
- d) Actual versus planned expenditures matched against the activities set out in the Contribution Agreement and showing the estimated expenditures to completion.

3.3 Training and Development Assistance Reports

Canadian advisors and student administrators will report activities and results to OLA and UT on the completion of each assignment as directed by OLA.

4. EVALUATION

4.1 Evaluation Rationale and Schedule

Evaluation will be carried out at the mid-point of the project by an independent Canadian consultant engaged by CIDA.

4.2 Evaluation Criteria

The criteria against which the project will be evaluated will be included in the Terms of Reference for the evaluation and will include:

- a) The efficiency in the timing and coordination with which the participants met their responsibilities.
- b) A measurement of the results obtained and the extent to which these accomplishments contribute to achieving the sector goal and project purpose.

4.3 Evaluation Reports

Evaluation reports will be submitted by the Project Evaluator as specified in the Terms of Reference to be issued by CIDA prior to conducting evaluation activities.

5. BUDGETS AND SCHEDULES

5.1 Implementation Schedule

The Project Implementation Schedule will be included in the Annual Work Plan to be submitted for the approval of CIDA.

5.2 Overall Project Budget (in \$,000)

5.2.1 CIDA Budget disbursement plan is shown in Appendix VI.

CIDA Contribution by components:

a) Graduate Training	1,699
b) Regional Centres	254
c) Courseware	254
d) Practical Studies	206
e) Institutional Systems	856
f) Institutional and Academic Research	129
g) Project Management	<u>1,302</u>

Total CIDA Contribution 4,700

5.2.2 UT Estimated Contribution (in kind):

UT salaries and expenses	2,000
Offices, facilities, services, maintenance and operations	<u>3,000</u>

Total UT Estimated Contribution 5,000

5.2.3 OLA Estimated Contribution (in kind):

Donated course materials and rights	500
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BACKGROUND DESCRIPTION

APPENDIX I

In January, 1985, CIDA approved and funded a project proposal submitted by the Open Learning Institute (OLI) to provide assistance to Universitas Terbuka (UT). The assistance for Phase I was provided within the calendar year 1985. CIDA subsequently approved and funded a Phase II project which began in April, 1986, and which will be funded through December, 1989.

Phase I (1985) had as its broad purpose "to provide Universitas Terbuka with the information, ideas, systems, procedures and advice which will help the university meet its immediate and pressing problems and will assist it in becoming an educationally effective, cost efficient and academically sound university." The project sought to achieve this goal through a counterpart programme which matched senior UT staff with Canadians of similar rank and responsibility; and a training program for UT course designers.

Phase II (1986-1989) retained the broad purpose of Phase I but was more detailed and specific. Ten specific objectives were intended to strengthen the internal functions of UT through the development of both human resources and operational systems. The ten objectives refer to:

- student registration and records system
- student examination system
- courseware design and development
- non-academic management procedures
- counterpart program
- diploma program revisions
- Acta V program revisions
- the use of distance education courses and programs outside their country of origin
- institutional and academic research at UT and
- graduate training for UT staff

Planning for Phase III began in 1987. A preliminary list of requirements emerged from numerous conversations among Indonesian and Canadian participants. This was followed by a series of discussions in Vancouver in November 1987 at which Indonesians and Canadians were present. These activities resulted in a draft proposal being submitted to CIDA in January 1988.

The Origin and Current Status of Universitas Terbuka

Universitas Terbuka (UT) was established by presidential decree on September 4, 1984. It enrolled 57,000 students during the first intake in September, 1984 and 80,000 in September, 1985 and currently carries some 125,000 students on its rolls.

At present, UT offers two programs: a sarjana (bachelor's) degree in several disciplines; and a diploma program for the upgrading of the qualifications of secondary school teachers. Program offerings are expected to increase as UT will shortly begin offerings in non-degree areas or continuing education.

UT is a distance teaching institution. Instead of attending lectures on a campus, its students work at home using print and audio materials which the university has prepared and sent to them. Tutorials are offered throughout the country on several weekends each term. Television is used very little because of limited air time, less than universally accessible coverage, and cost.

The university has a major headquarters facility at Pondok Cabe on the outskirts of Jakarta. A staff of over 600 engages in many of the activities typically found in any university - registration, record keeping, accounting, computing and so on. In addition, course materials are prepaid, stored and distributed across the country, and examinations are produced, distributed for local administration, returned to headquarters and scored. Regional centres have been established at 32 points in Indonesia. Using space borrowed from campus universities, these centres were originally intended to arrange local tutorials and term-end exams. For various reasons, their function has been expanded to include student registration and distribution of course materials.

Universitas Terbuka was the government's response to rising social and economic aspirations coupled with a significant increase in high school graduates. Further, it recognizes the country's straitened economic circumstances because its capital and operating costs are lower than campus institutions. It carries 125,000 students on its rolls but active semester-by-semester enrollments are about 60,000 and are not increasing. The forthcoming repilita (five-year plan) has raised enrolment targets for all universities and for UT the target is 254,000 students by 1994. This will call for a major effort.

Open Learning Agency of British Columbia

The Open Learning Agency (OLA) is an amalgamation of the Open Learning Institute (OLI) and the Knowledge Network of the West (KNOW). The two organizations have been operating under a common administration since 1986 but were formally merged by provincial legislation passed on December 11, 1987. The new entity has three components: the Open University, responsible for degree studies; the Open College, responsible for basic education, career, technical and vocational areas; and the Knowledge Network, responsible for general continuing education by providing telecommunication delivery services to OLA and the provincial educational system. An administration division provides support services to all three programme components.

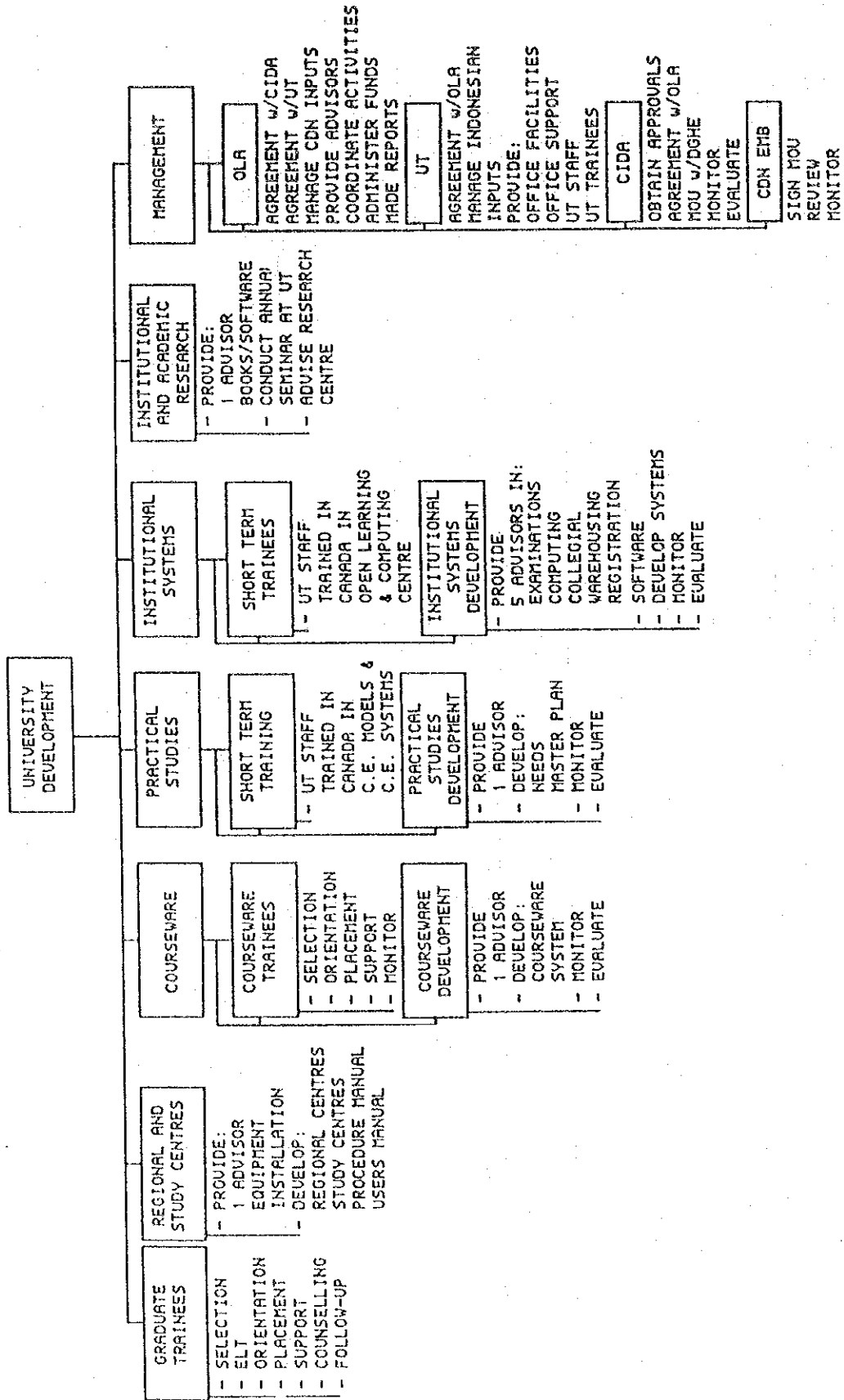
LOGICAL FRAMEWORK ANALYSIS

Program Title and Number Open University Support p. III - Indonesia 472/15207

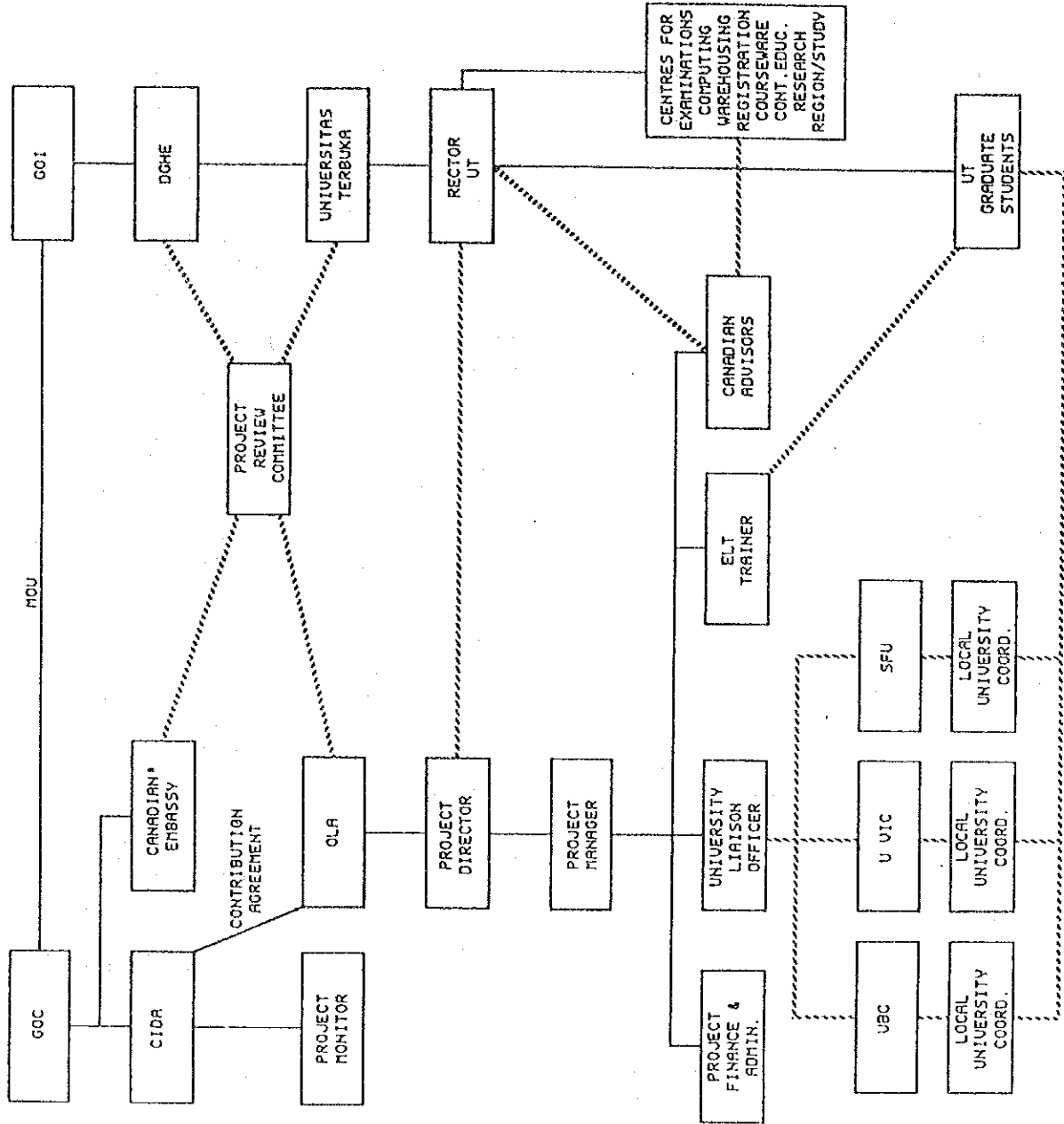
Life of Project From FY To FY
 Total CDN Funding
 Date Prepared
 Prepared By

Narrative Summary	Objectively Verifiable Indicators (OVI)	Means of Verification (MOV)	Important Assumptions
<p>Project Goal (Program Purpose): To support Indonesian efforts to develop the abilities and skills of their human resources and to foster self-sustaining HRD sector development through institutional development.</p>	<p>Measures of Goal Achievements: An increase in HRD activities in GOI's 5 year plan.</p>	<p>Sources of Information and Methods Used: GOIDGHE reports</p>	<p>Assumptions for achieving Goal Targets: GOI continues to support Human Resources Development and Educational Development as national priorities.</p>
<p>Project Purpose: To assist Universitas Terbuka in becoming an educationally effective, well-managed, cost-efficient and academically sound university.</p>	<p>Conditions that will indicate purpose has been achieved: End of project status: - UT staff graduates in advanced education levels. - UT staff using PC computers and software. - Policies and plans documented and applied. - Registration, examinations, research procedures in place. - Students opinions received.</p>	<p>UT reports OLA reports CIDA Evaluation Advisors' policy papers and planning documents</p>	<p>Assumptions for achieving Purpose: UT Senior executive and directors utilize Canadian advisors, and apply systems and procedures provided through Canadian advisory services.</p>
<p>Output: UT staff graduates. Regional Centres equipped with PCs. Computer designers & programs. Practical studies staff & program. Instructional systems & staff. Research staff & centre.</p>	<p>Magnitude of Outputs: Approx. Comp. Dates: - 1983 - 1992 - 1991 - 1991 - 1994 - 1994</p>	<p>UT reports OLA reports CIDA Evaluation Advisors' policy papers and planning documents</p>	<p>Assumptions for achieving Outputs: Transfer of knowledge is effected by Canadian advisors.</p>
<p>Input: Graduate fellowships. Short term training. Advisors & coordinators. Equipment and materials. Project management. UT facilities, resources, staff.</p>	<p>Implementation Target (Type, Quantity, Cost, Timing): \$4 PY fellowships in Canada. 3 PY training in Canada. 6.5 PY short term advisors. 25 PC systems & software. 13.5 PY OLA management & support. \$4.7 M CIDA contribution. \$5 M GOI contribution in kind. \$0.5 M OLA contribution in kind.</p>	<p>UT reports Advisors reports Coordination reports OLA reports CIDA reports</p>	<p>Assumptions for providing Inputs: - Local facilities, resources and trainees are provided by UT. - OLA provides advisory and management services on a direct source basis.</p>

OPEN UNIVERSITY SUPPORT PHASE III
WORK BREAKDOWN STRUCTURE



ORGANIZATION CHART
OPEN UNIVERSITY SUPPORT - P/ SE III



———— AGREEMENTS AND LINE RELATIONSHIPS
 - - - - - ADVISORY AND LIAISON RELATIONSHIPS

APPENDIX V

OPEN UNIVERSITY - PHASE III

SCHEDULE OF REPORTS

	Type of Report	Prepared By	Recipients	Frequency
1	Quarterly Progress Report	OLA	UT CIDA Embassy	By April 15, July 15, October 15, January 15
2	Annual Report	OLA	UT CIDA Embassy	Annually by April 15
3	Final Report	OLA	UT CIDA Embassy	Within 90 days of completion of the project
4	Annual Work Plan and Budget	OLA	CIDA Copy of the work plan available to DGHE and UT	Annually by February 15
5	Quarterly Financial Report	OLA	UT CIDA Copy made available to DGHE	By April 15, July 15, October 15, January 15
6	Advisor Reports	Advisors	OLA UT	On completion of each assignment
7	Training Report	ULO LUC ELT	OLA UT	On completion of each semester
8	Evaluation Report	Project Evaluator	CIDA Copy made available to DGHE, UT, OLA	Mid-term
9	Monitoring Report	Project Monitor	CIDA Copy made available to DGHE, UT, OLA	

1.7 ドイツ

1.7.1 基本協定：Agreement between the Government of the Republic of Indonesia and the Government of the Federal Republic of Germany regarding Technical Cooperation /142

1.7.2 プロジェクト取極：Exchange of Notes concerning the project Promotion of the Surabaya Polytechnic of Shipbuilding /155

1.7.3 細目の決定：Implementation Agreement /161

(1.7.1 基本協定)

A g r e e m e n t

between

the Government of the Republic of Indonesia

and

the Government of the Federal Republic of Germany

regarding Technical Co-operation

The Government of the Republic of Indonesia
and
The Government of the Federal Republic of Germany

On the basis of the friendly relations existing between the two States and their Peoples,

Considering their common interest in promoting the economic and social progress of their States and Peoples,

Desiring to intensify their relations through technical co-operation in a spirit of partnership,

Hence superseding the Agreement of 8 April 1971 between the two Government regarding Technical Co-operation,

Have agreed as follows :

Article . . 1

- (1) The Government of the Republic of Indonesia and The Government of the Federal Republic of Germany (hereinafter referred to as "the Contracting Parties") shall co-operate with a view to furthering the economic and social development of their peoples by means of technical co-operation.
- (2) This Agreement embodies the basic conditions for technical co-operation between the Contracting Parties. The Contracting Parties may conclude special arrangements regarding individual projects of technical co-operation (hereinafter referred to as "project arrangements").
- (3) Each Contracting Party shall be responsible for projects of technical co-operation in its own country.

.....//.....

- (4) Project arrangements shall define a joint project concept, specifying in particular the project objectives, the contributions to be made by the Contracting Parties, the functions and organizational positions of the participants, and the time scheduled.

Article 2

- (1) Project arrangements may provide for assistance by the Government of the Federal Republic of Germany in the following :
- (a) training, advisory and research centres as well as other facilities in Indonesia;
 - (b) preparation of plans, studies and reports;
 - (c) other areas of co-operation agreed upon by the Contracting Parties.
- (2) Such assistance may include :
- (a) the secondment of experts such as instructors, advisers, consultants, specialists, scientific and technical personnel, and other personnel as may be required (hereinafter referred to as "seconded experts");
 - (b) the supply of material and equipment (hereinafter referred to as "material");
 - (c) the basic or further training of Indonesian technical and managerial personnel as well as scientists in Indonesia, the Federal Republic of Germany or other countries;
 - (d) other appropriate forms agreed by the Contracting Parties.

.....//.....

- (3) The Government of the Federal Republic of Germany shall, unless otherwise provided in the project arrangements, make at its expense the following contributions to assisted projects :
- (a) remuneration of the seconded experts;
 - (b) accommodation for the seconded experts and their families, insofar as such costs are not met by the experts themselves;
 - (c) official travel by the seconded experts within and outside Indonesia;
 - (d) procurement of the material referred to in paragraph 2 (b) of this article;
 - (e) transport and insurance to the project site for the material referred to in paragraph 2 (b) of this article; this shall not include payment of the charges and storage fees referred to in Article 3 (b) of this Agreement;
 - (f) basic or further training of Indonesian technical and managerial personnel as well as scientists in accordance with the applicable German guidelines.
- (4) The material supplied for the projects on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of Indonesia on arrival in Indonesia, unless otherwise provided in the project arrangements; the material supplied shall be at the unrestricted disposal of the assisted projects and the seconded experts for the fulfilment of their tasks.
- (5) The Government of the Federal Republic of Germany shall notify the Government of the Republic of Indonesia of the co-operating agencies, organizations or authorities it will charge with the implementation of its assistance for the respective project. The co-operating agencies, organizations or authorities so charged will hereinafter be referred to as "the implementing agency".

Article 3

The Government of the Republic of Indonesia shall make the following contribution :

it shall :

- (a) provide at its expense for the projects in Indonesia the land and buildings required, including equipment and furnishings for the buildings, insofar as such equipment and furnishings are not supplied by the Government of the Federal Republic of Germany at its expense;
- (b) exempt the material supplied for the projects on behalf of the Government of the Federal Republic of Germany from licences, harbour dues, import and export duties and other public charges as well as storage fees, and ensure that the material is cleared by customs in due time. The aforementioned exemptions shall, at the request of the implementing agency, whenever possible, also apply to material procured in Indonesia;
- (c) meet the operation and maintenance costs of the projects;
- (d) make available at its expense the Indonesian experts and other personnel required; the project arrangements should include a time schedule for their assignment;
- (e) ensure that the functions of the seconded experts are taken over as soon as possible by Indonesian experts. Where the latter are to receive basic or further training in Indonesia, the Federal Republic of Germany or other countries pursuant to this Agreement, it shall in good time nominate, in consultation with the Mission of the Federal Republic of Germany in the Republic of Indonesia or with experts designated by the Mission, sufficient candidates for such training. It shall only nominate such candidates as have given an undertaking to work on the respective project or with government services for

at least five years after completing their training.
It shall ensure that these Indonesian experts receive posts commensurate with their qualification;

- (f) recognize, in accordance with their respective standard, examinations passed by Indonesian nationals having received training pursuant to this Agreement;
- (g) afford the seconded experts any assistance they may require in carrying out the tasks assigned to them and make available the necessary records and documents;
- (h) ensure the timely provision of the contributions required to implement the projects, insofar as these are not provided by the Government of the Federal Republic of Germany pursuant to the project arrangements;
- (i) ensure that all Indonesian agencies concerned with the implementation of this Agreement and the project arrangement are fully informed of their contents in good time.

Article 4

- (1) The Government of the Federal Republic of Germany shall ensure that the seconded experts are pledged
 - (a) to do their best, within the framework of the arrangements concluded on their work, to help achieve the purposes set forth in Article 1 of this Agreement;
 - (b) not to interfere in the internal affairs of the Republic of Indonesia;
 - (c) to respect the laws and regulations as well as the customs of the Republic of Indonesia;
 - (d) not to engage in any gainful occupation other than that to which they have been assigned;
 - (e) to co-operate in a spirit of mutual confidence with the official agencies of the Republic of Indonesia.

- (2) The Government of the Federal Republic of Germany shall ensure that, before an expert is seconded, the consent of the Government of the Republic of Indonesia is obtained. The implementing agency shall forward the curriculum vitae of the expert selected by it to the Government of the Republic of Indonesia together with a request for consent to his secondment. If no notification to the contrary is received from the Government of the Republic of Indonesia within three months, consent shall be assumed to have been granted.
- (3) If the Government of the Republic of Indonesia wishes a seconded expert to be recalled, it shall at the appropriate time contact the Government of the Federal Republic of Germany and give the reason for its request. Similarly, the Government of the Federal Republic of Germany shall, when a seconded expert is to be recalled by the German side, ensure that the Government of the Republic of Indonesia is informed thereof at the appropriate time. In both cases, the successor shall be dispatched to Indonesia in the same manner as provided for in paragraph 2 of this Article.

Article 5

- (1) The Government of the Republic of Indonesia shall make the necessary efforts to ensure that the seconded experts and members of their families belonging to their household (hereinafter referred to as "experts and dependents") receive protection for their person and their property. For this purpose, it shall :
- (a) assume liability in place of the seconded experts in respect of any damage caused by them in carrying out a task assigned to them in accordance with this Agreement; any claim against the experts shall to

that extent be precluded; the Government of the Republic of Indonesia may not assert any claim for compensation against the seconded experts, irrespective of any legal foundation of such claim, except in the case of deliberate intention or gross negligence;

(b) ensure that the seconded experts will not be subject to arrest or detention in respect of any acts or omissions, including words spoken or written, in connection with the carrying out of a task assigned to them in accordance with this Agreement;

(c) permit the experts and dependents to enter and leave the country unhindered at any time;

(d) issue to the experts and dependents documents of identification referring to the protection and assistance afforded them by the Government of the Republic of Indonesia.

(2) The Government of the Republic of Indonesia shall

(a) levy no taxes or other public charges on payments made from funds of the Government of the Federal Republic of Germany to seconded experts and non-Indonesians firms for activities carried out under this Agreement;

(b) permit the experts and dependents, assigned for at least six months, to import within six months after their arrival, duty and tax free and without providing security, articles intended for their personal use, subject to re-exportation after the completion of their assignment. Such articles shall include for each household one refrigerator, one deepfreeze, one washing machine, one cooker, one

.....//.....

radio, one record player, one tape recorder, small electrical appliances, three air-conditioners, two water heater, one still camera, one movie camera . . and one projector. One video set and one television set for each household may be imported with a special permit.

The articles mentioned above shall be exempt from any export duty when re-exported. If the articles mentioned above are sold in Indonesia, the relevant Indonesian laws and regulations shall apply.

- (c) permit each of the seconded experts, assigned for at least six months, to purchase in Indonesia duty and tax free and without providing security one motor vehicle of local production for their personal use;
 - (d) permit the experts and dependents to import for their personal requirements medicaments, foodstuffs, beverages and other expendable goods as well as spare parts for the goods mentioned in paragraph 2 (b) of this Article. Foodstuffs, beverages and other expendable household goods shall be subject to maximum values as determined by Indonesian regulations;
 - (e) issue to the experts and dependents, free of charge and without requiring security, the necessary visas as well as work and residence permits.
- (3) The privileges and immunities pursuant to paragraphs 1 (b) and 2 of this Article are granted in the interest of the Contracting Parties and not for the personal benefit of the persons concerned. The Government of the Federal Republic of Germany may at the request of the Government of the Republic of Indonesia waive them if it considers that otherwise they would be abused. —

.....//.....

Article 6

This Agreement shall also apply to projects of technical co-operation agreed within the framework of the Agreement of 8 April 1971 regarding Technical Co-operation to ensure the completion thereof.

Article 7

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Republic of Indonesia within three months of the date of entry into force of this Agreement.

Article 8

- (1) This Agreement shall apply to the territory of the Republic of Indonesia as defined in its laws and the parts of the continental shelf and adjacent seas over which the Republic of Indonesia has sovereignty, sovereign rights or other rights in accordance with international law.
- (2) For the purposes of this Agreement the term Federal Republic of Germany, when used in the geographical sense, shall mean the territory in which the Basic Law of the Federal Republic of Germany is in force, and any area beyond the territorial waters of the Federal Republic of Germany within which, under German law and in accordance with international law, the rights of the Federal Republic of Germany with respect to the sea-bed and the subsoil thereof and their natural resources may be exercised.

.....//.....

Article 9

Any dispute between the Contracting Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably by consultation or negotiation.

Article 10

- (1) This Agreement shall enter into force on the date on which the Contracting Parties exchange notifications that their respective legal requirements for the entry into force of this Agreement have been fulfilled.
- (2) This Agreement shall remain in force for a period of five years and shall be tacitly extended for successive periods of one year.
- (3) Both Contracting Parties agree to consult each other if the implementation of certain provisions of this Agreement would be inconsistent with the laws and regulations of the Republic of Indonesia.
- (4) This Agreement may be denounced by either Contracting Party subject to three months prior notice. If it ceases to have effect on account of denunciation, its provisions shall continue to apply for the period and to the extent necessary to secure the implementation of the special arrangements to be concluded under Article 1 (2) of this Agreement and still applicable on the date of the Agreement ceases to have effect. The period of validity of the special arrangements to be concluded under Article 1 (2) of this Agreement shall not be affected by the denunciation of this Agreement.

.....//.....

- (5) The Agreement of 8 April 1971 regarding Technical Co-operation shall cease to have effect on the date of the entry into force of this Agreement.

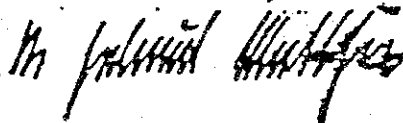
IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Agreement.

DONE ⁱⁿ Jakarta on ninth day of April 1984
in duplicate in the Indonesian, German and English languages,
all three texts being authentic. In case of divergent
interpretations of the Indonesian and German texts, the
English text shall prevail.

FOR THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA



FOR THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF GERMANY



(1.7.2 プロジェクト取極)

Botschaft
der Bundesrepublik Deutschland

Kedutaan Besar
Republik Federal Jerman
Jakarta

WZ 445.05/6
Note No. 819/92

Encl.

Verbal Note

The Embassy of the Federal Republic of Germany presents its compliments to the Department of Foreign Affairs of the Republic of Indonesia and - within the framework of the bilateral Technical Cooperation - has the honour to submit enclosed the draft for the agreement - to be concluded by exchange of notes - concerning the project

"Promotion of the Surabaya Polytechnic of Shipbuilding"
(Phase II)

The Embassy would appreciate if the competent authorities of the Republic of Indonesia could enable the conclusion of the proposed agreement by enunciating their consent to the draft at their earliest convenience.

The Embassy of the Federal Republic of Germany avails itself of this opportunity to renew to the Department of Foreign Affairs of the Republic of Indonesia the assurance of its high consideration.

Jakarta, 7 September 1992

L.S.

To the
Department of Foreign Affairs
of the Republic of Indonesia
Jakarta

Excellency,

I have the honour to refer to the intergovernmental negotiations held in Bonn from 11 to 13 November 1991 and to propose on behalf of the Government of the Federal Republic of Germany that, in pursuance of the Agreement of 9 April 1984 regarding Technical Cooperation and further to the Arrangement of 27 June/18 August 1989 (Phase I), the following Arrangement concerning the project Promotion of the Surabaya Polytechnic of Shipbuilding be concluded for the period from 1 July 1992 to 30 June 1995 (Phase II).

1. The Government of the Federal Republic of Germany and the Government of the Republic of Indonesia shall continue their joint promotion of the Polytechnic of Shipbuilding at the Surabaya Institute of Technology.
2. The aim of the project is to provide demand-oriented training for technicians in order to enable polytechnic graduates to be employed by the shipbuilding, ancillary and related industries in accordance with their qualification.

His Excellency
Mr Ali Alatas, S.H.,
Minister for Foreign Affairs of the
Republic of Indonesia,
Jakarta

3. The Government of the Federal Republic of Germany shall make the following contributions to the project:

(i) It shall

(a) second

one lecturer as shipbuilding expert for up to 36 expert/months,

- one lecturer as marine engineering expert for up to 12 expert/months,

- one lecturer as general electrotechnology expert for up to 36 expert/months,

- one lecturer as marine electrotechnology expert for up to 24 expert/months,

- one expert as shipbuilding workshop manager for up to 12 expert/months,

- one expert as workshop manager for the spheres of metal-working, CNC machinery and pneumatics for up to 36 expert/months,

- experts on short-term assignments in the spheres of welding and combustion engineering, CNC working, CAD training and special fields of electrotechnology, for a total of up to 6.5 expert/months;

(b) supply technical items to supplement existing laboratory equipment in accordance with project requirements, one CNC training system with industrial milling machine, CAD/CAM hardware and software, as well as laboratory and instructional material.

(2) It is prepared to provide, outside the project, a total of up to 42 expert/months of further training for Indonesian counterparts, who shall be employed on the project upon their return and carry on the tasks of the seconded experts on their own.

4. The Government of the Republic of Indonesia shall make the following contributions to the project:

It shall

(a) provide suitably qualified counterparts for the relevant spheres and a sufficient number of auxiliary personnel;

(b) make available suitable, adequately furnished and equipped offices for the seconded experts, as well as the buildings of the Shipbuilding Polytechnic and their equipment;

(c) meet the cost of

operation and administration in respect of the project, and of

air travel by Indonesian counterparts selected for further training outside Indonesia.

5. (1) The seconded experts shall assist their counterparts in the following tasks:

introduction and application of relevant curricula and syllabi,

- basic and further training of teaching and expert staff,
 - introduction of an improved teaching and learning system,
 - institutionalization of cooperation between the Polytechnic and the industrial sector,
 - establishment and expansion of workshops and laboratories.
- (2) Within the scope of the tasks set forth in sub-paragraph 1 above, the seconded experts shall be responsible to and under the authority of the Surabaya Institute of Technology, in so far as this does not affect their contractual relations with their German employer.
6. The material supplied for the project on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of Indonesia upon arrival there. It shall be at the unrestricted disposal of the project and the seconded experts for the fulfilment of their tasks.
7. (1) The Government of the Federal Republic of Germany shall charge the Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH, Eschborn, with the implementation of its contributions.
- (2) The Government of the Republic of Indonesia shall charge the Surabaya Institute of Technology with the implementation of the project.
- (3) The agencies charged pursuant to sub-paragraphs 1 and 2 above may jointly lay down details of project implementation in a plan of operations or in some other appropriate form, adapting them as necessary in line with the progress of the project.

8. In all other respects the provisions of the aforementioned Agreement of 9 April 1984 regarding Technical Cooperation shall apply to the present Arrangement.

If the Government of the Republic of Indonesia agrees to the proposals contained in paragraphs 1 to 8 above, this Note and Your Excellency's Note in reply thereto expressing your Government's agreement shall constitute an Arrangement between our two Governments, which shall enter into force on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

(1.7.3 細目の決定)

I M P L E M E N T A T I O N A G R E E M E N T

between the

Deutsche Gesellschaft für
Technische Zusammenarbeit
(GTZ) GmbH

- hereinafter referred to as the "GTZ" -

and

- hereinafter referred to as the -
" "

(Counterpart Organization)

concerning the project

- hereinafter referred to as the "Project" -

As at: 1 July 1988

Standard Implementation Agreement

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Basis of the Agreement

The Government of the Federal Republic of Germany and the Government of have, by way of the Exchange of Notes dated, entered into an Arrangement concerning the Project Paragraph of the Arrangement stipulates that the details of project implementation are to be laid down in an Implementation Agreement before the start of the Project. The GTZ is acting in execution of the commission with which it has been charged by the Government of the Federal Republic of Germany. On this basis, the GTZ and (Counterpart Organization) agree as follows:

1. Project objective

The objective of this Project is to
(e.g. set up a pest control system in
with a view to improving plant production in both quan-
titative and qualitative terms).

The GTZ and the (Coun-
terpart Organization) are jointly committed to this
objective.

2. Results

In order to attain the objective specified in Clause 1, the GTZ and the (Counterpart Organization) shall achieve the following results in the course of the Project:

e.g.:

- Buildings and facilities for administrative offices, laboratory, store and library ready for use
- Administrative structure for pest and disease control set up
- Pests and diseases occurring recorded
- Control strategy ready for implementation
- Extension service for farmers functioning
- Partner-country experts trained

3. Contributions by the GTZ

(1) Secondment of experts

The GTZ shall

a) second

- an expert on
who shall at the same time be leader of the
team of seconded experts, (or: project leader/
project manager) for a period of up to
man-months;

- an expert on
for a period of up to man-months;

- etc.

The period of secondment of these experts (or: of
the expert) shall also include local and home leave
in accordance with the provisions of German law.

b) second

- a short-term expert for a period of up to
man-months;
(or: short-term experts for a
total period of up to man-months)
for the following fields:

The results of the work shall be compiled in the form of (e.g. a study, plan etc.) by (date) and handed over to the (Counterpart Organization)

c) assume the following costs in this connection:

- remuneration of the seconded experts,
- accommodation for the seconded experts and their families,
- outward and return journeys of the seconded experts and their families and removal expenses,
- official travel by the seconded experts within and outside (partner country);

d) in agreement with the (Counterpart Organization) ensure that before an expert is seconded the consent of the Government of (partner country) is obtained.

(2) Supply of materials and equipment

The GTZ shall

a) supply

e.g.:

- vehicles
- agricultural equipment
- laboratory equipment
- teaching aids

The materials and equipment supplied shall become the property of (partner country) on arrival in (partner country);

b) supply and assemble the following materials and equipment for (partner country), such that they are ready for use.

The (Counterpart Organization) shall carry out an acceptance inspection of the materials and equipment upon completion of assembly. An acceptance certificate shall be issued and signed jointly by the (Counterpart Organization) and the GTZ. Upon signing of the acceptance certificate, the materials and equipment shall become the property of (partner country).

- c) provide for use within the Project
(special equipment, apparatus) on a temporary
basis for a period of up to

These materials and equipment shall not become
the property of (partner
country).

- d) bear the costs of transport and insurance to the
project site for the materials and equipment spe-
cified in Sub-paragraphs a) to c) above. This
shall not include payment of harbour dues, import
and export duties and other public charges,
storage fees and the cost of storage in connec-
tion with customs clearance;
- e) handle warranty claims, insurance claims and pro-
curement of replacements.

(3) Basic or further training outside the Project

The GTZ shall

a) following the selection procedure pursuant to Clause 4, Paragraph (1), Sub-paragraph b) of the present Agreement, provide basic training (or: further training) for up to (number, nationality) experts with the aim of assigning them to the Project following completion of the basic training (or: further training) and transferring to them the tasks performed by the seconded experts or other important tasks in the Project. The basic training (or: further training) shall take place in (country). The following training courses shall be held:

- (designation of course, duration, admission requirements, qualification gained).

-

b) bear the following costs in this connection

- basic/further training course fees
- language instruction
- living expenses.

(4) Construction measures

The GTZ shall

a) undertake the planning, execution and site supervision of the following construction measures:
.....;

b) undertake site development (foundation investigation, surveying, provision of utilities, construction of access roads);

or (alternative to the above provision):

assume per cent of the cost of site development;

c) arrange for handover of the structure to following completion;

(5) Operating and maintenance costs

The GTZ shall assume the operating and/or maintenance costs of the Project, up to a total of DM (in words: Deutsche Mark) for (cost category: repairs, fuel, etc.)

The above costs shall be distributed as follows over the individual years:

- up to DM
- up to DM
- up to DM
- up to DM

At the end of this period the (Counterpart Organization) shall assume the costs.

or (in the case of partial assumption of costs):

For an interim period the GTZ shall make a contribution to the operating and/or maintenance costs of the Project up to a total amount of DM (in words: Deutsche Mark), this contribution being towards the following cost categories:; the (Counterpart Organization) shall assume the remainder of these costs as detailed in Clause 4 Paragraph (3).

The above contribution shall be distributed as follows over the individual years:

..... up to DM
..... up to DM
..... up to DM
..... up to DM

The (Counterpart Organization) shall ensure that it assumes the costs in full, in accordance with the following binding time schedule:

or (in the case of partial assumption of costs without stipulation of individual years by the GTZ):

For an interim period, the GTZ shall make a contribution to the operating and/or maintenance costs of the Project up to a total amount of DM (in words: Deutsche Mark); the (Counterpart Organization) shall assume the remainder of these costs as detailed in Clause 4 Paragraph (3).

This total amount shall be used as follows:

- for up to DM
- for up to DM
- for up to DM

The (Counterpart Organization) shall ensure that it assumes the costs in full, in accordance with the following binding time schedule:

(6) Other costs

a) The GTZ shall assume the costs of

- salaries (or: salary supplements) of partner-country experts, up to DM
- subsidies towards studies or expert reports by the (Counterpart Organization), up to DM
- subsidies towards basic training measures (or: further training measures) within the Project, up to DM
- personnel under local project contract, up to DM
- (other), up to DM

(7) Acquisition of licences

The GTZ shall acquire the following licences from the holders of the proprietary rights and shall transfer them to the (Counterpart Organization) for the purpose of implementing the Project:

4. Contributions by the(Counterpart Organization)

(1) Provision of experts and auxiliary personnel

The(Counterpart Organization) shall

- a) provide the following experts to work in the Project: (number, qualifications, period, time schedule) and shall assume any further costs in this connection, unless otherwise stipulated in Clause 3 Paragraph (3);

- b) provide experts for basic training (or: further training) pursuant to Clause 3 Paragraph (3) in the number specified therein and possessing the qualifications necessary for the courses in question; to this end, it shall nominate an adequate number of suitable candidates, from among whom the GTZ shall make a selection in collaboration with the official German representation abroad. It shall provide or nominate only such candidates as have given to the (Counterpart Organization) an undertaking to work in the Project for at least five years after completing their basic training (or: further training). It undertakes to enter into a contract with the experts for at least years after completion of their basic training (or: further training), to assign them to the Project and to pay appropriate remuneration. It shall ensure support for the families of the selected candidates while the experts are undergoing this basic training (or: further training). It shall also assume the following costs in connection with the basic training (or: further training)

(alternative Formulierung für Satz 2)

It shall use its influence to ensure that the candidates have undertaken to work in the Project for at least five years after completing their basic training (or: further training).

c) ensure that the tasks of the seconded experts are continued by partner-country experts as soon as possible, but at the latest upon the completion of the GTZ's contributions.

d) make available the following auxiliary personnel: (e.g. drivers, typists etc.) (number, qualifications, period). The second part of the sentence under Sub-paragraph a) shall apply mutatis mutandis.

(2) Provision of work premises

The (Counterpart Organization) shall provide the seconded experts with workplaces to an adequate extent and adequately equipped in (building).

(3) Costs, funds

The (Counterpart Organization) shall

a) assume the operating and maintenance costs of the Project (with the following addition if necessary: to the extent that they are not met by the GTZ pursuant to Clause 3 Paragraph (5) herein);

b) ensure that the costs to be specified in the plan of operations are budgeted for in due time, especially fuels, repairs, office supplies, (according to the individual case);

c) pay on of each month/quarter/year the sum of (currency of the partner country) into the account (recipient, e.g. Project) with (bank). shall be authorized to operate the account;

d) pay by (date), for the materials and equipment (or: production inputs) referred to in Clause 3 Paragraph (2) Sub-paragraph (the prices of which are set out in the list in Annex no.) the total amount of (currency of partner country) into a special account designated to be opened by the (Counterpart Organization) with the (bank). These funds shall be used in agreement between the (Counterpart Organization) and (person representing the GTZ) for

(4) Provision of sites and buildings

The (Counterpart Organization) shall:

- a) make available to the Project, free of charge, the following sites and buildings including equipment and furnishings, in so far as such equipment and furnishings are not supplied by the GTZ:

or:

It shall ensure that the following sites and buildings including equipment and furnishings, are made available to the Project free of charge, in so far as such equipment and furnishings are not supplied by the GTZ:

- b) make the following sites available, free of charge, for the construction measures specified in Clause 3 Paragraph (4) and ensure that the permits required for the construction measures are granted:
- c) assume the cost of site development (foundation investigation, surveying, provision of utilities, construction of access roads).

or:

- b) assume per cent of the cost of site development. To this end it shall pay the sum of (currency of the partner country) into

the account (recipient, e.g. Pro-
ject) with the (bank) in accord-
ance with the following payment schedule.
..... shall be autho-
rized to operate the account.

(5) Assistance for the seconded experts

The (Counterpart Organization) shall afford the seconded experts any assistance they may require in carrying out the tasks assigned to them and make all necessary records and documents available to them.

(6) Customs clearance

The (Counterpart Organization) shall ensure that the materials and equipment detailed in Clause 3 Paragraph (2) are exempted from licence fees, harbour dues, import and export duties and other public charges, storage fees and storage costs, and shall ensure customs clearance of the materials and equipment without delay.

5. Tasks of the experts, status

(1) Tasks

a) The experts seconded pursuant to Clause 3 Paragraph (1) shall have the following tasks:

1. Leader of the team of seconded experts (or: project leader/project manager).

2.

b) The experts provided by the
(Counterpart Organization) shall have the following tasks:

1.

2.

(2) Status of the seconded experts

The seconded experts shall perform their tasks independently and on their own responsibility; they are required to cooperate with the experts of the (Counterpart Organization) in a spirit of mutual trust. The leader of the team of seconded experts (or: project leader/project manager) is authorized to give instructions to the seconded experts subordinate to him.

or: (if necessary for project-specific reasons):

The seconded experts shall, within the scope of their tasks outlined in Clause 5 Paragraph (1) Sub-paragraph a) above, be responsible to and under the professional authority of the (e.g. Director) of the (Counterpart Organization), in so far as this does not affect their contractual relations with the GTZ as their employer. (Following addition if necessary: The seconded experts are authorized to give instructions to the experts subordinate to them).

(3)
.....
(e.g. joint project reporting, project steering, other joint measures and organizational arrangements.)

6. Time schedule

The following time schedule is planned for the execution of the Project:

.....
.....

7. Power of disposal, right of use

(1) Materials and equipment

The materials and equipment supplied or used by the GTZ and the structures erected by the GTZ shall be used for the designated purpose; they shall be at the unrestricted disposal of the Project and the seconded experts for the fulfilment of their tasks.

(With the following addition if necessary:)

The following items shall be used in agreement between the leader of the team of seconded experts (or: project leader / project manager) specified in Clause 3 Paragraph (1) Sub-paragraph a) and the (e.g. Director) of the (Counterpart Organization) or the persons deputizing for them in their absence:

(2) Residential buildings

The GTZ shall enjoy an exclusive right of use, free of charge and for an unlimited period, with respect to the residential buildings which it erects or purchases as accommodation for the seconded experts. The GTZ shall bear the running and maintenance costs throughout the period during which it uses these residential buildings.

The GTZ shall not assume any owner's liability or any charges based on ownership, in particular taxes and public charges of any type. The (Counterpart Organization) shall ensure that the GTZ is exempted from such charges.

8. Evaluation

- (1) The GTZ may undertake an evaluation of the Project during or after implementation of the Agreement. To this end, the GTZ shall send experts/appraisers to the Project. The (Counterpart Organization) shall participate in the evaluation. It shall in all cases assist the expert(s) / appraiser(s) in his / her / their work and allow him / her / them to examine all necessary documents.

- (2) The (Counterpart Organization) shall be informed of the results of the evaluation by means of a report.

9. Suspension of contributions and termination of Agreement

(1) The GTZ may suspend its contributions only

a) if the (Counterpart Organization) fails to fulfil obligations arising out of this Implementation Agreement or out of arrangements in respect of this Implementation Agreement, or

b) if exceptional circumstances arise which preclude, or place in considerable jeopardy, the purpose of the Project or its implementation.

(2) If one of the circumstances detailed in Clause 9 Paragraph (1) comes into being and is still in existence after a time-limit to be specified by the GTZ which, however, must not be shorter than 30 days, or if it is not eliminated within this period, the GTZ may, with the Agreement of the Government of the Federal Republic of Germany, prematurely terminate the implementation of the present Agreement.

10. Final provisions

(1) Term of Agreement

This Agreement is valid for the duration of the execution of the German contribution stipulated in this Agreement and of the pledged contributions by the
(Counterpart Organization).

(2) Written form

Alterations and additions to the present Agreement, as well as other important declarations and communications which are of significance with regard to the execution of this Agreement, shall be made in writing. In the case of declarations and communications to the GTZ it shall suffice for them to be received by the leader of the team of seconded experts (or: project leader/project manager) specified in Clause 3 Paragraph (1).

(3) Plan of operations

The leader of the team of seconded experts (or: project leader / project manager) specified in Clause 3 Paragraph (1) Sub-paragraph a) and the
..... (e.g. Director) of the (Counterpart Organization) may jointly stipulate further details of the execution of the Project in writing in a plan of operations, which shall be binding for both parties to the Agreement, or in some other appropriate form, adapting them if necessary in line with the progress of the Project.

(4) Governing law

The present Agreement shall be governed by the law in force in the Federal Republic of Germany.

(5) Annexes

Annexes nos... to form an integral part of this Agreement.

(6) Intergovernmental arrangements

As to the rest, the provisions of the Arrangement between the Government of the Federal Republic of Germany and the Government of
..... (partner country) referred to at the beginning of this Agreement, shall also apply to the present Agreement.

(7) Entry into force, copies

The present Agreement shall enter into force on the date of signature thereof by both parties to the Agreement.

This Agreement shall be drawn up in two originals each in German and English, each text being equally binding.

Place, date

Place, date

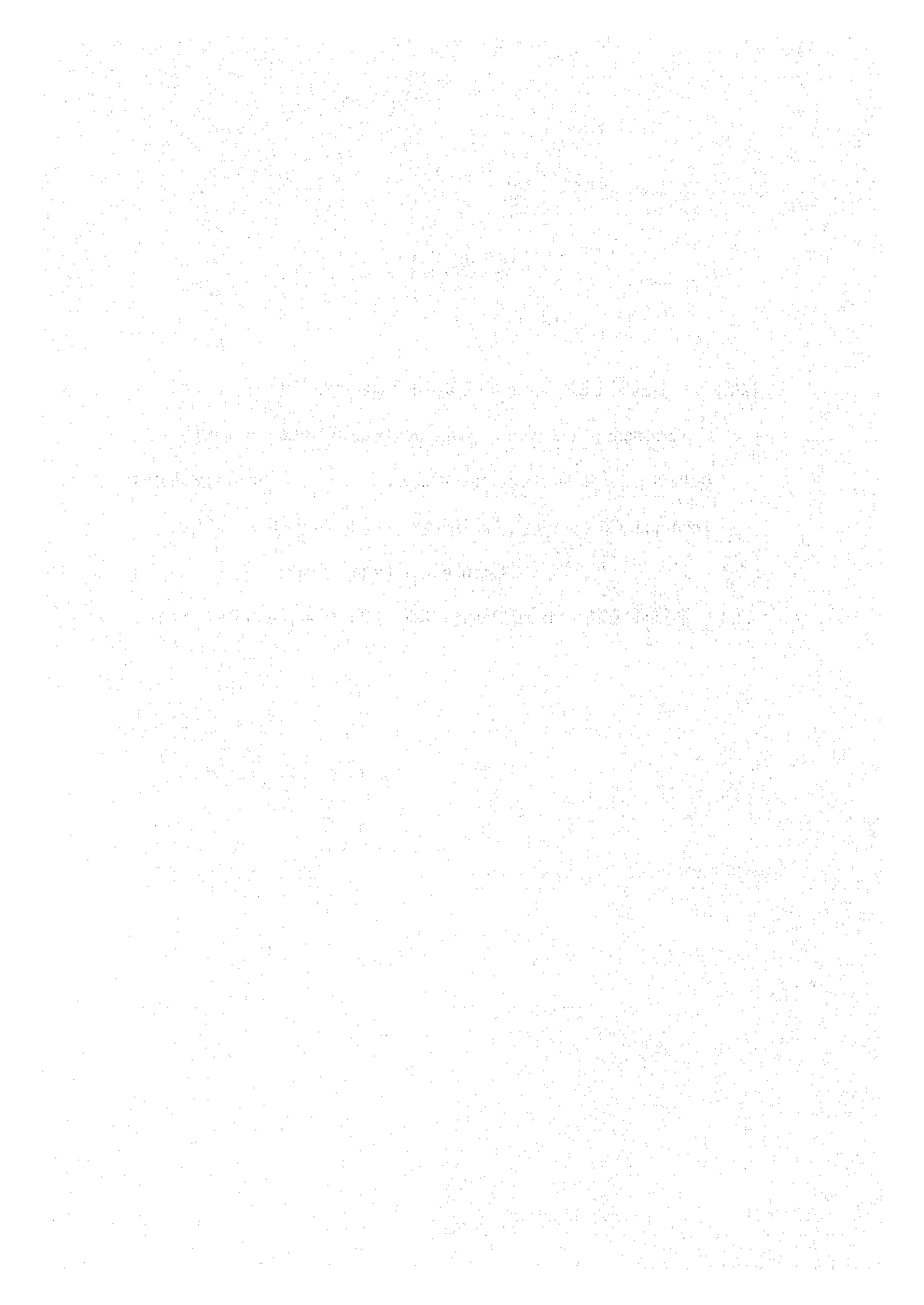
DEUTSCHE GESELLSCHAFT FÜR
TECHNISCHE ZUSAMMENARBEIT
(GTZ) GmbH

(Counterpart Organization)

(alternative Formulierung für den letzten Satz): This Agreement shall be drawn up in two originals each in German, (language of the partner country) and English, each text being equally binding.

1.8 英国

- 1.8.1 基本協定：Memorandum of Understanding between the Government of the United Kingdom Great Britain and Northern Ireland and the Government of concerning British Technical Cooperation [and British Council Activities.] / 196
- 1.8.2 プロジェクト取極：Exchange of Notes / 213
- 1.8.3 細目の決定：Model Project Side Letter (Capital Aid) / 217



(1.8.1 基本協定)

MODEL

Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of concerning British Technical Cooperation and British Council activities.

1.(a) The Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government of the United Kingdom") are willing to provide technical cooperation (including research) to promote the economic and social development of This Memorandum sets out the mutual understanding and intentions of the Government of the United Kingdom and the Government of (hereinafter referred to as "the Government of") with regard to the way in which technical cooperation will be provided; however the two Governments will remain free to arrange other technical cooperation arrangements within the general scope of this Memorandum if warranted in any individual case. The Memorandum does not extend to technical cooperation provided by the Government of the United Kingdom under other programmes (eg the Books Presentation Programme) agreements (eg the Overseas Service Aid Scheme).

(b) Technical cooperation will be provided in response to requests from the Government of transmitted through the British High Commission in except for those concerning training awards which should be transmitted through the office of the British Council in The Government of will do everything within their means to ensure the effective use of any assistance including providing additional information on the nature and purpose of the cooperation sought where this may reasonably be requested and reasonable facilities for the Government of the United Kingdom to monitor and evaluate the effects of such assistance.

TRAINING

2. Training may be provided in the United Kingdom or in a third country for citizens of, nominated by the Government of Training will normally be provided at practical and technical, or professional and postgraduate or similar advanced level. Undergra

courses which are not obtainable in may also be provided. The location of the training will be decided according to the relevance of the training available. Training in the United Kingdom will normally not be less than 3 months' nor more than 3 years' duration.

2(a) For persons employed in the public sector, and accepted for training in the United Kingdom, the Government of the United Kingdom will:

i. meet the cost of travel, by British carrier whenever possible, and incidental expenses from to a British training institution and, on the completion or termination of training, back to

ii. pay training and examination fees;

iii. provide a monthly maintenance grant (or special daily allowance in the case of a residential course) designed to cover basic living expenses including accommodation, books, equipment, meals and small incidental payments, and regular day-to-day travelling expenses. A reduced grant will be paid in the event of a prolonged stay in hospital (the normal British National Health facilities will be available to trainees for illness contracted after their arrival in the United Kingdom);

iv. provide an additional allowance to meet the cost of essential books and equipment, in excess of the element contained in the maintenance grant, within such limits as the Government of the United Kingdom may determine;

v. provide, in appropriate cases, an allowance for the purchase of warm clothing.

(b) The Government of the United Kingdom will accept no responsibility for the fares and other travel expenses or for the accommodation or maintenance of any person other than the trainee.

(c) Separate financial arrangements will be made in respect of trainees nominated by the Government of but not employed in the public sector.

4. The Government of the United Kingdom will arrange for trainees to be placed in training institutions in the United Kingdom and will provide (non-financial) welfare assistance where possible.

5. The Government of the United Kingdom may terminate the training of, and withdraw all assistance (other than the provision of an immediate return passage) from, trainees who in the opinion of that Government are guilty of misconduct or are not benefiting satisfactorily from their training. Before doing so, the Government of the United Kingdom will inform the Government of The ~~course~~^{field} of training will not be changed from that requested except with the consent of both Governments.

6. The Government of will ~~make appropriate arrangements~~^{continue to pay the trainees so} to enable ~~trainees to continue~~^{them} to meet their financial obligations in during their course of training. Both Governments will seek to ensure that trainees will return to at the conclusion of their training to take up the specific employments for which they have been trained.]

7. When training is provided in third countries the conditions applying to this training will be similar to those applying to training in the United Kingdom as set out in paragraphs 3 to 6 above, but will be specifically arranged in each case.

TECHNICAL COOPERATION OFFICERS

8. The Government of the United Kingdom will provide at their expense suitable people (hereinafter called "technical cooperation officers") to perform duties of a specialist technical or professional nature in in any field of civil (including police but excluding military and para-military) activity contributing to the social or economic development of the country, or to execute specific projects (including research projects) of a short-term nature requiring expert knowledge and experience.

9. Responsibilities of the Government of the United Kingdom

The Government of the United Kingdom will pay, for each technical cooperation officer:

- (a) all salary and, except as otherwise provided in this Memorandum, all allowances accruing to him as a consequence of his service in
- (b) the cost of transport to and from for him, his family, their personal and household effects and specialist equipment required for the performance of his assignment; ⁵
- (c) such allowances, additional to those payable under paragraph 10, as the Government of the United Kingdom may determine.

10. Responsibilities of the Government of

The Government of will provide for each technical cooperative officer:

- (a) local support for his work, including adequate office and/or laboratory space with all the normal facilities thereof; secretarial services and/or laboratory assistance and free postal and telecommunications facilities for official purposes;
- (b) subsistence allowances during official journeys. ... ^{As} provided for expatriate officials of comparable status of the Government of or, where there are no expatriate officials, ⁴ as provided for officials of comparable status of the Government of and either official transport or an allowance for the use of his personal motor ^{vehicle} car, at the rates payable to officials of comparable status of the Government of ⁰ if such rates are not available, according to rates prescribed by the Government of the United Kingdom for their own officers serving in ⁴;
- (c) transport for himself, his family, his personal and household effects, and specialist equipment required by him to perform his assignment within between the duty station and his points of arrival and departure;
- (d) ⁵ free ⁵ medical and dental services and facilities for him and his family ⁰ to the extent provided for officers of the Government of

- (e) assistance in clearance through customs of special equipment required by him and of his and his family's personal and household effects;
- (f) a document which identifies him and promises him the full assistance of the Government of in the performance of his duties.

11. The Government of will:

(a) exempt each technical cooperation officer from:

- i. personal levy and social security payments (this shall also apply to his family);
- ii. rates (other than rates specifically levied for the purpose of a public utility) payable to a local authority; ^{4/}
- iii. income tax or any other tax or charge payable under legislation, or calculated in relation to, ^{4/} income in respect of the ^{7/} emoluments paid to him by the Government of the United Kingdom under paragraph 9a above; or any other tax on the benefits of his employment ^{4/} or in respect of any other income (not being income which accrues within received in, or brought into, by him ^{7/}; ^{4/}

(b) exempt from import or customs duty his or his family's personal or household effects whether new or used, imported into

in partic-

ular 1 motor vehicle, (or if no motor vehicle is imported, a new motor vehicle purchased in within 6 months of his arrival; or, if import or customs duty has already been paid on a new motor vehicle so purchased by him, the Government of will refund it to him on his making a claim), 1 radio, 1 television set, ^{4/} 1 record player, 1 tape recorder, and photographic equipment ^{4/} and any medical supplies and health foods for the personal use of the officer and his family ^{7/}. If any such articles are disposed of in, otherwise than by gift, or to a person or organisation who or which, in the exercise of customs franchise privileges, is entitled to purchase such articles free of import or customs duty, such duty will be payable at the rate required by the law of at the time of disposal. The reference to the import of

an article includes its purchase in prior to clearance through customs. Any article imported for the personal use of a technical cooperation officer and his family may subsequently be reexported without payment of any export duty:

✓c permit each technical cooperation officer to register one ^{vehicle} car in without payment of first registration or of any comparable transfer tax. ✓¹⁴

✓d exempt from import or customs duty alcoholic beverages up to the value of £100 pa (reckoned before payment of duty or taxes) for the personal use of the technical cooperation officer and his family. ✓¹⁷

12. Long-Term Technical Cooperation Officers

A long-term technical cooperation officer is one who is expected to stay in for more than four months. In addition to the arrangements laid down in paragraphs 9, 10 and 11 above, the following will also apply to each such technical cooperation officer:

- (a) The Government of will provide him and his family either with rent-free furnished living accommodation to a standard appropriate to his needs (including as appropriate the payment of hotel expenses after arrival or before departure) or payment sufficient to rent such accommodation, subject in each case to the approval of the Government of the United Kingdom. Water, tele and electricity charges in respect of such accommodation will be his responsibility.
- (b) During any period of residence in a hotel in the absence of accommodation referred to in paragraph 12a above upon first arrival in and upon departure from at the end of the assignment, the Government of will pay ✓in respect of himself and his family✓ a subsistence allowance at the rate payable to expatriate officers of comparable status of the Government of; or where there are no expatriate officers to the extent provided for officers of comparable status of the Government of
- (c) The Government of will allow him to take any leave specified in the terms and conditions relating to his assignment.

13. In addition to the items listed in paragraph 11b above, and subject to the same conditions, a long-term technical cooperation officer may import duty-free into, within six months of his arrival, the following items of personal and household effects: 1 refrigerator, 1 home freezer and 1 air conditioning unit.

14. The Government of the United Kingdom will direct all long-term technical cooperation officers to pay special attention to training possibilities. The Government of will communicate to the officer for each assignment its requirements for formal and informal training and will indicate the specific organisational context of their requirements. Where possible the Government of will seek to provide officials from their Government as counterparts to the technical cooperation officers. Both Governments will try to combine the provision of other forms of technical cooperation, such as training as set out in paragraphs 3 to 7 above and equipment, with the provision of technical cooperation officers.

15. Short-Term Technical Cooperation Officers

A short-term technical cooperation officer is one who is to stay in for four months or less. In addition to the arrangements set out in paragraphs 9, 10 and 11, the following arrangements will also apply to the appointment of each short-term technical cooperation officer:

- (a) The Government of will provide him with such accommodation or daily allowance (normally 50% of the hotel bill for accommodation and meals) as may be arranged between both Governments. If in rented accommodation, he will be housed rent-free. Water, telephone and electricity charges in respect of such quarters will be his responsibility.
- (b) He will not be expected to take any paid leave of absence on normal working days during his period of service in [nor will he normally take his family to]

General

16. The terms of reference of each assignment for which a technical cooperation officer is provided under this Memorandum will be specified in individual arrangements.

17. The Government of may request the recall of any technical cooperation officer whose work or conduct is unsatisfactory. Before doing so the Government of will consult the Government of the United Kingdom

The Government of the United Kingdom may, after consultation with the Government of, recall any technical cooperation officer. In such cases, the Government of the United Kingdom will make every effort to obtain a replacement for the recalled officer if the Government of so request.

18. Each technical cooperation officer, although engaged by the Government of the United Kingdom, is engaged for the benefit of the Government of and will be expected, faithfully to use his best endeavours in the interests of that Government in carrying out his assignment; his contract will not permit him to take up any other employment during his service in unless both Governments determine otherwise.

19. Any technical cooperation officer may communicate with the Government of the United Kingdom as well as with the Government of on matters relating to his assignment, unless both Governments arrange otherwise.

20. The Government of will exempt from import and export duties and other public charges vehicles and equipment including the spare parts necessary for their operation imported by the Government of the United Kingdom with the consent of the Government of for the use of technical cooperation officers in the performance of their duties. If any such vehicles and equipment are disposed of in, otherwise than by gift, or to a person or organisation who or which, in the exercise of customs franchise privileges, is entitled to purchase such items free of import or customs duty, the Government of the United Kingdom will pay such duty at the rate required by the law of at the time of disposal.

21. The Government of will bear all risks and claims arising out of the performance of their duties by technical cooperation officers. In particular, the Government of will indemnify the Government of the United Kingdom and the technical cooperation officers and hold them harmless against any and all liability, suits, actions, demands, damages, costs or fees on account of death, injuries to person or property, or any other losses arising out of their performance of their duties.

22. While in technical cooperation officers and their families will be:

- (a) immune from national service obligations;
- (b) allowed the same exchange facilities (ie the right to remit money to their home country) as are allowed to officials of comparable rank forming part of a diplomatic mission;
- (c) given the same repatriation facilities in times of national or international crisis as are provided for diplomatic missions;
- (d) reimbursed by the Government of for any damage or loss to personal or household effects resulting from public disturbances;
- (e) exempted from normal immigration restrictions and registration as non-citizens;

STAFF FOR CENTRAL GOVERNMENT

- 23(a) The Government of the United Kingdom will consider requests to fill cadre posts carrying executive responsibilities in the central government and in public corporations, registered co-operative societies and non-profit-making voluntary organisations which are providing public services in where the request for staff is supported by the Government of
- (b) The Government of the United Kingdom will recruit and employ suitable persons for such posts and place them at the service of the Government of or, as the case may be, of the body in question for periods not exceeding three years and only to fill "key" posts, training posts and posts responsible for development planning. The Government of the United Kingdom will pay their salary (including leave salary) and the cost of their passages and the transport of their baggage to and from 7/9
- (c) The Government of will ensure in each case that an amount is reimbursed to the Government of the United Kingdom equal to the gross basic emoluments payable to a citizen occupying the post for the period in question and the cost of travel of the officer, and his family to and from the place of his assignment in 7/10 Paragraphs 10 - 14 and 16 - 22 of this Memorandum will apply to such persons.
- (d) The contracts of such persons will provide that during the period of the engagement they will not undertake any other employment, paid or unpaid, without the permission of the Government of the United Kingdom, which will not be granted without the approval of the Government of

CONSULTANCY SERVICES AND SURVEYS 7/11

24. At the request of the Government of the Government of the United Kingdom may finance the services of consultants, firms or individuals or other organisations in the United Kingdom to carry out project feasibility studies or certain other services. Such consultants, firms, individuals or organisations are hereinafter referred to as "the consultants".

25. In such cases payment of those charges of the consultants which, under the arrangements made between the Government of the United Kingdom and the consultant are payable in sterling will be made by the Government of the United Kingdom. [Except in the case of the Directorate of Overseas Surveys and the Land Resources Development Centre (which are covered in paragraphs 26 and 27 below)] [11] the Government of will provide at their own expense or pay for all local facilities such as adequate office accommodation and laboratory space with all the normal facilities thereof, transport, local staff, secretarial facilities and free postal and telecommunication services which are reasonably required by the consultants to carry out the assignment in The local facilities to be provided by the Government of and all the other necessary arrangements will be approved by the two Governments before the Government of the United Kingdom concludes arrangements with the consultants involved.

26. Directorate of Overseas Surveys

(a) At the request of the Government of, the Government of the United Kingdom will consider providing the services of the Directorate of Overseas Surveys (which is a part of the Overseas Development Administration of the Government of the United Kingdom) to carry either directly or by the employment of survey firms or other organisations, projects in the fields of air photography, field surveys and mapping in

(b) The Government of will make counterpart contributions to the projects approved under paragraph 26a above; such contributions will be decided between the Government of and the Director of Overseas Surveys and will take into account the value of any facilities and/or services contributed to the projects by the Government of

(c) Paragraphs 10d, e and f; 11; 12 [and 13] [4] will also apply to the staff of the Directorate of Overseas Surveys working in in connection with an agreed project.

27. Land Resources Development Centre

(a) At the request of the Government of, the Government of the United Kingdom will consider providing the services of the Land Resources Development Centre (which is a part of the Overseas Development Administration of the Government of the United Kingdom) to undertake or to advise on the execution of accepted requests for the assessment of land resources for the development of agriculture, livestock husbandry and forestry in

(b) The Government of will make counterpart contributions to the appraisal work provided under paragraph 27a above; such contributions will be decided between the Government of and the Director of the Land Resources Development Centre, and will take account of any facilities and/or services contributed to the appraisal work by the Government of

(c) Paragraphs 10d, e and f; 11; 12 [and 13] ^A will also apply to the staff of the Land Resources Development Centre working in in connection with land resources appraisal work provided under paragraph 27a. ¹¹

28. All those whose services are provided under paragraph ^S 24 [to 27] ¹¹ will be exempt from income tax or any other similar tax on or calculated in relation to income or profits payable under legislation in respect of the sums paid to them by the Government of the United Kingdom for these services. Paragraphs 11a and b ^{11a-c} ^A and 16-20 inclusive and 22 will also apply to those not ordinarily resident in

29. Paragraph 21 will apply to all those whose services are provided under paragraph ^S 24 [to 27] ¹¹ irrespective of their place of residence.

30. Any vehicles and equipment including the spare parts necessary for their operation imported for use in any consultancy [or survey] ¹¹ arranged under paragraph ^S 24 [to 27] ¹¹ will enter free of import or customs duty, but if disposed of in, otherwise than by gift, or to a person or organisation who or which, in the exercise of customs franchise privileges, is entitled to purchase such items, free of import or customs duty, the importer will be liable to pay such duty at the rate required by the law of at the time of disposal.

31. Where an air survey is carried out under these arrangements, the Government of will provide any licence, operating permit, or other authorisation necessary to give the aircraft and crew access to the most suitable operating base and clearance for over-flying the survey area. Paragraph 30 above will apply to any equipment, aviation fuels and lubricating oils or raw films imported solely for the purpose of carrying out such an air survey.

GIFTS OF EQUIPMENT

32. The Government of the United Kingdom are ready to make gifts, but not for individual ownership, of British equipment for training, research, for the support of British technical cooperation officers or for such other purposes as may contribute to the economic and social development of; it will be imported into free of import or customs duty. The Government of the United Kingdom will meet the cost of transporting such equipment to The Government of will be responsible for its early customs clearance, installation and transport within (unless it is otherwise determined between the two Governments). The Government of will provide the Government of the United Kingdom with any facilities it may reasonably require to evaluate the performance of any such equipment.

33. The Government of the United Kingdom will also be prepared to consider requests for equipment on these terms in cases where the officer who will use it is an officer designated under the Overseas Service Aid Scheme. ⁷ [10]

SMALL CAPITAL GRANTS

34. The Government of the United Kingdom will consider requests from the Government of for small capital grants (not normally exceeding £100,000) to help to meet the cost of buildings, including local costs, in support of projects involving British technical cooperation officers, can only be made effective if a certain amount of capital is available at the same time. The Government of will make such contribution toward the capital costs of each project as may be decided in each case.

RESEARCH

35. The Government of the United Kingdom will consider giving assistance in support of research projects to be carried out in, which are:

(a) directed to the gathering of new knowledge or the development of new techniques; or

(b) related directly to 's needs and likely to benefit its economic or social development in the foreseeable future; or

(c) related to global or regional developmental problems.

36. Such assistance may take the form of a financial contribution towards a field of investigation or a university research project or it can consist of the provision of qualified research workers; in the latter case, research workers will be treated as technical cooperation officers for the purpose of this Memorandum. The extent of the Government of 's contribution in cash or in the form of services will be a matter for negotiation in each case and will be influenced by the degree of benefit, other developing countries, will derive from the project.

THE BRITISH COUNCIL [2]

37(a) The Government of the United Kingdom designate with the consent of the Government of the British Council as an agency to promote cooperation in certain educational, scientific, technical [and cultural] matters between their two countries.

(b) The British Council in addition to such other functions as may be arranged with the Government of may therefore:

i. facilitate and make arrangements for the recruitment of British advisers, experts, lecturers and teachers for educational institutions in on such terms as may be arranged between the Ministry of [Education] of the Government of and the British Council;

ii. assist in administering the Government of the United Kingdom's programme of technical cooperation to the Government of in the field of education including the training programme under paragraphs 2 - 6 above and the provision of other bursaries and scholarships in the United Kingdom for suitably qualified nationals of

iii. perform such other functions as it may from time to time consent to assume at the request of both Governments.

(c) The Government of will exempt the British Council from

- i. import or customs duty on all materials (including motor vehicles) imported by the British Council for its official purposes in and rates ⁴⁷ (other than rates levied for the purpose of a public utility) payable to local authorities;
- ii. social security contributions or any similar payments required of the employer by the law of in respect of persons mentioned in paragraph 37d.

(d) Any United Kingdom based British person working in who is employed or recruited by the British Council as a member of its staff or as an adviser, expert, lecturer or teacher will be deemed to be a technical cooperation officer and enjoy together with his family, all the exemptions rights and privileges awarded hereunder provided that the exemption from tax referred to in paragraph 11a iii will apply only to such emoluments as he receives from the British Council.

GENERAL

38. All facilities and privileges to be provided in accordance with this Memorandum by the Government of will, except where the context or specific arrangements otherwise provide, be provided free of charge.

amend 11/43
39. The arrangements set out in this Memorandum will apply to all technical cooperation officers who are appointed or whose contract is extended or renewed or after, study fellows who commence courses on or after that date, and "firms" as defined in paragraph 24 above, whose services are provided on or after that date. The arrangements set out in the Department of Technical Cooperation circular despatch CF 308/269/01 of 17 June 1963 will apply in all of cases. ⁷ ¹²⁷


40. The terms of this Memorandum may be amended from time to time mutually by the Government of the United Kingdom and the Government of The Memorandum may be terminated at the request of either Government at the expiry of six months notice.

41. The Government of the United Kingdom and the Government of confirm that their understanding and intentions are correctly set out above.

The foregoing record represents the understandings reached between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of upon the matters referred to therein.

Signed in duplicate at on in the English and languages, both texts being equally authentic.

.....
For the Government of the
United Kingdom of Great Britain
and Northern Ireland

.....
For the Government
of


(1.8.2 プロジェクト取極)

OFFICE OF THE HIGH COMMISSIONER

Tel. No.: 01-636 2371/5

Tel. No. LONDON 262551



KENYA HIGH COMMISSION

45 Portland Place,

London, W1N 4AS

The Prime Minister

I am pleased to acknowledge receipt of your note of today's date. I confirm that the contents of your note are acceptable to the Government of the Republic of Kenya and that this reply places on record the understanding of our two Governments in this matter. These arrangements will come into operation today and will be known as the United Kingdom/Kenya Grant 1987.

Tom Swire
David Owen

LONDON, 16 March, 1987



10 DOWNING STREET

LONDON SW1A 2AA

Dear Mr President

UNITED KINGDOM/KENYA GRANT 1987

I am pleased to inform you that it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the Government of the United Kingdom), to make available to the Government of the Republic of Kenya by way of a grant a sum not exceeding £50,000,000 (Fifty million pounds sterling) (hereinafter referred to as 'the grant') to be allocated to:

- a. Specific projects to be mutually determined by our respective Governments and
 - b. Specific purchases of goods and services for the development of such sectors as may be approved between our two Governments, such purchases to be mutually determined by our two Governments.
2. Save to the extent to which my Government notifies your Government otherwise in writing, the grant allocations may be used either to make direct payments or to reimburse payments made for goods or services wholly produced in and supplied from the United Kingdom, or your country, as may be mutually determined by our Governments at the time of each project approval. The grant may not be used for the purchase of defence, luxury or consumer goods. Allocations will be made in accordance with the Procedures and Practices Applicable to the Expenditure of United Kingdom Capital Aid Resources, with the exception specified in para 13 below.

3. The grant will not be used to meet the cost of any taxes, fees, import or customs duties imposed directly or indirectly by your Government on goods and services provided.
4. Project allocations including the local cost element will be determined when the project is approved by our Governments.
5. Unless my Government otherwise accepts, the period for the disbursement of this grant expires on 31 March 1993.
6. The Crown Agents for Oversea Governments and Administrations will procure and arrange shipment of the goods purchased in the United Kingdom and funded from the grant unless my Government otherwise accepts.
7. Goods will be shipped and insured in accordance with normal commercial competitive practice and not directed to ships or companies of any particular flag or country. This provision will be stated explicitly in all contracts for the supply of goods and services to be paid for out of monies made available under the grant.
8. Your Government will permit my Government's authorised personnel to visit any project in respect of which grant drawings are applied and will furnish them with such information as regards the project, its progress and financing as they require.
9. My Government reserves the right to review procurement procedures and practices to ensure that value for money is being obtained. Your Government will ensure that bodies or personnel used for the purposes of procuring goods or services paid for under this arrangement extend to my Government's personnel sufficient access to permit a proper examination and assessment of their efficiency, including written procurement procedures, evaluation of bids, contract award, tender board decisions, and other relevant documents, as well as their day-to-day working practices. Your Government will ensure that this right of access for the representatives of my Government is stated in the contracts between the procurement body and your Government's purchaser.
10. My Government has the right to make percentage checks on the cost of goods and services supplied, and the physical condition and origin of items supplied. The cost of such checks will be met from the grant.

our Government will provide such finance additional to the grant as may be required to complete the approved projects and will ensure that it is provided during the same period as the grant and in accordance with any programme of disbursement mutually determined by our two Governments.

12. Unless otherwise accepted by our two Governments, your Government will ensure that all goods and all services of a continuing nature for which payment has been financed from the grant will be employed for purposes for which and by the user or users for whom they were supplied, for as long as their being so employed remains feasible. In the event of such goods or services not being, or ceasing to be, so employed my Government will have the right to recover forthwith from your Government the value of the goods and services concerned.

13. In the case of projects where the grant is used to reimburse payments incurred by the Government of the Republic of Kenya paragraph C1 of the Procedures and Practices Applicable to the Expenditure of UK Capital Aid Resources will apply. However in some cases our Governments may mutually determine at the time of project approval that direct payments may be made for local costs on the basis of certificates prepared by the project consultant and authorised by the authorised signatory in your Government. In such cases annual audited statements will not be required.

14. I suggest that this Note and your reply will place on record the understanding of the Government of the Republic of Kenya and the Government of the United Kingdom in this matter which will come into operation today and will be referred to as the 'United Kingdom/Kenya Grant 1987'.

Yours sincerely

Margaret Thatcher

16 March 1987

(1.8.3 細目の決定)

ANNEX 4 to OP II C 2

MODEL DRAFT PROJECT SIDE-LETTER (CAPITAL AID)

United Kingdom/ Loan/Grant 19

I have the honour to refer to the Exchange of Notes dated _____ constituting the above loan/grant and to say that out of the aid funds made available under the loan/grant a sum not exceeding £ _____ (_____ pounds sterling)

(1) will be allocated to finance the " _____ project".

2. The arrangements for this project and the purpose for which the allocation will be used are set out in the project memorandum attached hereto. These may be varied in detail within the above total allocation by mutual arrangement between our two Governments.

(2) 3. A sum of up to £..... (pounds sterling) may be set aside from the the allocated sum referred to in paragraph 1 for the purpose of local costs. This sum is made available on the understanding that audit discharge will be arranged in accordance with paragraph 18 of the Procedures and practices Applicable to the Expenditure of United Financial Aid Resources. The method of discharge is set out in paragraph () of the Project Memorandum.

4. [Insert in this space, any special conditions required to be in the Exchange of Notes by the authorising authority (ie Head of Department, Under Secretary, PEC and or Minister)].

5. If any changes occur which in the opinion of my Government impair significantly the developmental value of the project our two Governments will normally consult on measures to resolve the problem and possible courses of action. In the event of such changes my Government however reserves the right

(3) to modify or terminate its financial contribution to the project.

6. The terms, conditions and procedures of the loan/grant will apply to this allocation.

7. It is also the intention of my Government to make available to your Government a sum not exceeding £ _____ (_____ pounds sterling) from technical cooperation funds for the purposes stated in the project memorandum.

(4)

8. If the arrangements set out above and in the project memorandum attached hereto are acceptable to the Government of _____, I have the honour to suggest that this letter and your reply to that effect will place on record the understanding of our two Governments in this matter, which will come into operation on the date of your reply, and which will be referred to as the " _____ project letter of 19 _____".

(1)

Notes:

(1) Include in paras 1 and 8 the usual title by which the project will be known.

OP II C 2
Amendment No 20
September 1983

- (2) Paragraph 3 is only required if local costs are allocated to the project from UK funds. Paragraph 4 is only required if special conditions are required within the exchange of notes side letters incorporating local costs and/or special conditions must be cleared by Finance Department.
- (3) The termination clause is essential and should only be left out of the side-letter if it is already in the main loan/grant agreement. The following alternative formulation may be used.

"My Government reserves the right to modify or terminate its financial contribution to the project in the event of any changes which appear to my Government to impair significantly the developmental value of the project. This right will normally be exercised only after consultation with your Government about the changes and possible alternative courses of action".

- (4) Use this paragraph if TC funds are a significant part of the project. A particular TC scheme name (eg Colombo plan) may be substituted for 'technical cooperation'.

Draft Reply

United Kingdom/

Loan/Grant 19

I have the honour to refer to your letter of _____ enclosing a project memorandum setting out the arrangements for the financing of the "project" under the above loan/grant, and from technical cooperation funds.

2. I am pleased to confirm that the arrangements set out in that letter and the project memorandum attached thereto are acceptable to my Government.

OP II C 2
Amendment No 20
September 1989

MODEL DRAFT PROJECT SIDE-LETTER (TC ONLY):

(1) " Project"

I have the honour to inform you that it is the intention of the Government of the United Kingdom to make available to your government a sum not exceeding £

(2) (pounds sterling) from technical cooperation funds for the

(1) " project".

2. The arrangements for this project and the purpose for which the funds will be used are set out in the project memorandum attached hereto. These may be varied in detail within the above total allocation by mutual arrangement between our two Governments.

(3) 3. If any changes occur which in the opinion of my Government impair significantly the developmental value of the project our two Governments will normally consult on measures to resolve the problem and possible courses of action. In the event of such changes my Government reserves the right to modify or terminate its financial contribution to the project.

(1) 4. If the arrangements set out above and in the project memorandum attached hereto are acceptable to the Government of , I have the honour to suggest that this letter and your reply to that effect will place on record the understanding of our two Governments in this matter which will come into operation on the date of your reply and which will be referred to as the "project letter of 19 ".

Notes:

- (1) Include in the title and in paras 1 and 4 the usual title by which the project will be known.
- (2) A particular TC Scheme name (eg Colombo Plan) may be substituted for "technical cooperation".
- (3) The following alternative formulation of the termination clause may be used.

"My Government reserves the right to modify or terminate its financial contribution to the project in the event of any changes which appear to my Government to impair significantly the developmental value of the project. This right will normally be exercised only after consultation with your Government about the changes and possible alternative courses of action".

1.9 スウェーデン

- 1.9.1 基本協定：Agreement between the Government of Sweden and the Government of X-land on General Terms and Conditions for Development Cooperation 199...-199.. /222
- 1.9.2 協力の総額に関する取極：Agreement between the Government of Sweden and the Government of X-land on Development Cooperation 199..-199.. /237
- 1.9.3 プロジェクト取極：Specific Agreement between the Government of Sweden and the Government of X-land on ... 199..-199../243

(1.9.1 基本協定)

BILAGA 1

AGREEMENT BETWEEN THE GOVERNMENT OF SWEDEN AND
THE GOVERNMENT OF X-LAND ON GENERAL TERMS AND
CONDITIONS FOR DEVELOPMENT COOPERATION
199..-199..

The Government of Sweden (hereinafter referred to as Sweden) and the Government of X-land (hereinafter referred to as X-land) have agreed as follows:

ARTICLE 1. SCOPE OF THE AGREEMENT

This Agreement sets out the general terms and conditions for development cooperation between Sweden and X-land.

These terms shall apply to projects/programmes of development cooperation agreed between the Governments provided that an explicit reference is made to this Agreement.

X-land shall also apply these terms to regional development cooperation projects/programmes as well as research and enterprise development cooperation financed or co-financed by Sweden, provided that an explicit reference is made to this Agreement.

This Agreement does not apply to bodies or agencies of the United Nations (UN).

Kommentar:

Detta avtal gäller inte för den biståndsverksamhet som bedrivs av svenska enskilda organisationer eller andra icke-statliga institutioner. Avtalet gäller dock om de är kontrakterade av SIDA inom det landramsfinansierade biståndet för att delta i ett projekt som avtalats mellan Sverige och mottagarlandet.

Då detta avtal inte gäller, kan en organisation och ett mottagarland avtala om liknande villkor i sina

inbördes relationer, eller hänvisa till villkoren i detta avtal.

ARTICLE 2. DELEGATION OF POWERS

The Swedish International Development Authority, SIDA, and the Ministry of in X-land shall be empowered to represent their respective Governments in matters concerning the implementation of this Agreement.

In matters regarding research cooperation the Swedish Agency for Research Cooperation with Developing Countries, SAREC, shall be empowered to represent Sweden.

In matters regarding enterprise development cooperation the Swedish International Enterprise Development Corporation, SWEDECORP, shall be empowered to represent Sweden.

The Swedish Agency for International Technical and Economic Cooperation, BITS, shall be empowered to represent Sweden in matters of technical and economic development cooperation within the framework of the activities of BITS.

ARTICLE 3. USE OF RESOURCES

1. Resources financed or contributed by Sweden shall be used exclusively for the purposes of and within the projects/programmes agreed upon.
2. The use of funds provided by Sweden for agreed purposes shall not be impeded or delayed by currency or foreign exchange controls or charges imposed by X-land. No such charges shall be paid from Swedish contributions.
3. No customs duties, sales taxes or related fees shall be charged to Sweden by X-land on goods or other resources provided or financed by Sweden. Such costs shall be borne by X-land.
4. Necessary licences for imports financed by Sweden shall be promptly granted by X-land.
5. Whenever it is necessary to determine the value in Swedish kronor of a disbursement effected in any other currency, such value shall be determined by Sweden on the basis of the current market selling rate in Stockholm

on the day of disbursement or, if no such rate exists, on a rate that Sweden shall reasonably determine in consultation with X-land.

6. X-land shall provide Sweden with audited financial reports as stipulated in Specific Agreements.
7. X-land shall give Sweden all information on the use of resources provided by Sweden that Sweden may reasonably request and enable representatives of Sweden to visit and study activities and to inspect goods, records and documents.
8. X-land shall assist and cooperate with Sweden in performing audits deemed necessary by Sweden.
9. Inspection of records and documents and auditing may be made by any appropriate agency assigned by Sweden.
10. Sweden shall at intervals to be agreed upon in Specific Agreements provide X-land with information of the costs for different projects/programmes incurred by Sweden.

ARTICLE 4. PROCUREMENT OF GOODS AND SERVICES

Procurement of goods and services shall be performed in accordance with generally accepted principles and good procurement practices. This means for public sector procurement, formal competitive bidding whenever practicable for large value purchases as well as acceptable practices under the threshold for formal bidding. For private sector procurement, established commercial practices shall normally be applied with an established threshold above which international competitive bidding (ICB) shall be used.

Swedish suppliers of goods and services shall be given the same opportunities to participate in the bidding as other suppliers.

In each project or programme where goods and/or services are to be procured, the parties shall have consultations with a view to determining the most effective and economical way of handling the procurement. In Specific Agreements, it shall be further stipulated whether X-land or Sweden shall procure or cause to procure the goods and services and which specific procedures and rules that shall be followed in the course of the procurement.

X-land shall take necessary steps to enable its procurement authorities to conform to the agreed procedures.

The party performing the procurement shall furnish the other party with all relevant information on its procurement practices and actions taken, and provide access to related records and documents. Sweden may require access to information even during that stage in the procurement procedure when its circulation is restricted to the officers performing the procurement. Restrictions on such information shall be respected until the information can be made public without any risk of detriment to the result of the procurement.

The parties shall further agree on the nature and extent of any technical assistance provided by Sweden in the procurement.

Kommentar:

Det förutsätts att frågor rörande inköp noga penetreras under beredningsfasen. Ytterligare regler skall tas in i insatsavtalet. Bilaga 4 i denna handbok skall alltid bifogas insatsavtalet i projekt/program där varu- eller tjänsteupphandling förekommer. Eventuella tilläggsregler skall anpassas till den föreliggande situationen. Detta innefattar också möjligheten att avtala om regler gällande lokal preferans för lokalt eller regionalt producerade varor eller tjänster.

ARTICLE 5. CONDITIONS AND PROCEDURES FOR DISBURSEMENT

No disbursement will be made for a specific purpose until a corresponding Specific Agreement has entered into force and the conditions for disbursement stipulated in that Agreement have been met.

The disbursement of the funds available shall be made as follows:

- a. Expenditure incurred by X-land in its own currency.

Disbursement shall be made to X-land's account with the Sveriges Riksbank in Stockholm at the request of X-land, if not otherwise agreed.

Kommentar:

Sådana överenskommelser skall göras i insatsavtal.

Sweden may decide to make disbursement for this purpose in the currency of X-land to a bank designated by X-land.

- b. Expenditure incurred by X-land for payment outside X-land.

Payment shall be made by Sweden through a Swedish commercial bank. Sweden shall inform X-land of the procedure to be observed.

Kommentar:

Här avses det så kallade remboursförfarandet enligt avtal med Nordbanken (1992).

Payment may also be made to any commercial bank in or outside X-land, if the parties so agree.

Kommentar:

Sådana överenskommelser skall göras i insatsavtal.

- c. Expenditure incurred by Sweden.

Payment shall be made by Sweden directly to suppliers, consultants and to personnel contracted by Sweden.

- d. Expenditure incurred by UN and other organisations.

When X-land and Sweden have agreed that activities within the programme of cooperation shall be performed by a UN or other organisation, disbursement shall be made by Sweden to the organisation to cover its costs for such activities. Sweden may decide to disburse funds in the currencies of the expenditure.

Costs incurred/payments made by Sweden according to the stipulations under b, c and d above, will be deducted from the Swedish contribution in Specific Agreements.

ARTICLE 6. CONDITIONS FOR EXPATRIATE PERSONNEL

a. Definition

These conditions shall apply to personnel not permanently resident in X-land performing tasks in X-land within Swedish programmes of development cooperation;

- if they are employed by a Swedish development cooperation Government agency, or
- if their employer has undertaken to perform services or deliver goods in a contract with such an agency directly or as a subconsultant.

These conditions shall also apply to citizens of X-land, when they fall under the above definition.

Kommentar:

Medborgare i mottagarlandet skall bara ges dessa privilegier då det står klart att de är permanent bosatta utanför mottagarlandet, såväl före som efter insatsen.

Personnel performing tasks within medical clinics and schools run by Sweden, directly or through an agent, in accordance with Article 8 below, shall be considered to be performing tasks within Swedish programmes of development cooperation.

These conditions shall also apply to the spouses, co-habitants and dependants of the personnel.

The clauses below under d. Liability towards third party shall apply also to persons normally resident in X-land, when they are employed by someone who falls under this Agreement.

Through this Agreement X-land does not undertake to apply these conditions to individuals employed by X-land or to consultancy firms (institutions etc), contracted by X-land, and their personnel, even if the services are financed by Swedish development cooperation funds. X-land may unilaterally decide to apply these conditions, wholly or partly, in specific cases and to undertake to do so in contracts with such individuals or firms.

b. Security

X-land shall inform the Embassy of Sweden in X-land of any extraordinary situation or state of emergency in the country. In the event of such developments being deemed by either of the parties as constituting force majeure or else likely to endanger the implementation of projects or programmes of cooperation, either party can request immediate consultations. In such consultations X-land shall provide information about any security regulations or other restrictions to be observed by foreigners.

Kommentar:

Enligt folkrätten ansvarar varje lands regering för säkerheten för utlänningar som vistas i landet. Världlandets ordningsmakt skall ge utlänningar det skydd som rimligen kan krävas. Det är normalt inte nödvändigt att denna förpliktelse upprepas i avtalet.

Sweden may for reasons of security give instructions to the personnel. These instructions may include orders to leave X-land. Personnel complying with the instructions or otherwise taking precautions that are warranted under the circumstances, shall not be considered to be in dereliction of duty under their contract.

Costs incurred by Sweden to ensure the security of personnel will be financed from the funds made available by Sweden to X-land for development cooperation.

c. Detention or arrest

In the event of detention or arrest, for any reason whatsoever, of any person covered by this Agreement, or in the event of criminal proceedings being instituted against a such person,

- the Embassy of Sweden in X-land shall be notified without delay and shall have the right to visit the detained or arrested person;
- the detained or arrested person shall have the right to contact his/her embassy or consulate and to have access to a lawyer assigned by his/her embassy or by the person himself;
- X-land shall offer reasonable living conditions to any person in detention or arrest.

d. Liability towards third party

X-land shall bear all risks of the operations performed under this Agreement. X-land shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations performed under this Agreement that may be brought by third parties against Sweden, Swedish official institutions, Swedish officials, as well as companies, institutions or persons, to which this Agreement applies.

X-land shall, in respect of such claims, bear all costs and pay all damages that the third party may be found entitled to.

If X-land and Sweden agree that a particular claim or liability was caused by gross negligence or wilful misconduct, Sweden shall on request by X-land take action to compensate X-land.

X-land shall be entitled to exercise and enforce the benefit of any defence or right to set-off, counterclaim, insurance, indemnity, contribution or guarantee to which the party concerned may be entitled. Sweden shall give X-land any assistance which X-land may reasonably require to be able to do this.

e. Recall

X-land may request the recall or replacement of any member of the personnel made available by Sweden whose work or conduct is deemed unsatisfactory.

Sweden may recall any member of the personnel. Before deciding on recall, Sweden shall, unless security reasons or other exceptional circumstances dictate otherwise, consult with X-land in the matter as well as on arrangements for ensuring the early replacement of personnel recalled.

**f. In-country orientation and project/
programme-related training**

X-land shall cooperate with Sweden in providing the personnel with an orientation on the cultural, legal, political, economic, medical and other conditions in X-land in order to facilitate their adjustment to X-land conditions and thereby increase their usefulness in the development work. X-land shall instruct its authorities and officers to respond favourably to requests for such cooperation.

In-country orientation and other pertinent areas of continuous training relevant to the specific tasks of the expatriate personnel shall be considered an integral part of their work in order to contribute to the development of competence. Such training may be performed through on-the-job training, courses or seminars. It may be arranged by the Swedish Embassy, Development Cooperation Office, by the local authority or organisation involved, or by the consulting company or institution involved.

All costs for the participation of expatriate personnel in training according to this article shall be financed from the funds made available by Sweden to X-land for development cooperation.

Kommentar:

Denna klausul skall särskilt presenteras för de myndigheter i mottagarlandet som medverkar vid genomförandet av en insats.

g. Recruitment of individuals

If individual experts shall be recruited by Sweden for long-term or short-term services, the parties shall agree on procedures for recruitment in the corresponding Specific Agreement. Sweden may require, as a condition for recruitment, that X-land provides furnished accommodation, office space, transport and other facilities. Sweden may specify the requirements which shall not exceed normal practice in international development cooperation.

All costs for such facilities not provided by X-land shall be financed from the funds made available by Sweden to X-land for development cooperation.

h. Rights of the personnel

The laws of X-land apply to the personnel, unless otherwise agreed in this or other agreements between the parties.

The personnel shall be guaranteed the following by X-land:

1. Prompt clearance and issue without cost of multiple entry, re-entry and exit visas for the entire duration of their assignment.
2. Free movement within the country and the right to enter and leave the country to the extent

necessary for the implementation of the project/programme.

3. Exemption from all other requirements to obtain permits or licences such as residence permits, work permits and professional permits as well as exemption from immigration restrictions and alien registration during the periods they fall under this Agreement.

Kommentar:

Klausulens slutliga utformning måste anpassas efter den givna situationen i mottagarlandet. Medföljande kan behandlas olika beträffande olika tillstånd.

4. Exemption from service in the military forces and any other obligatory service.
5. Exemption from personal income tax and any other direct tax in respect of emoluments paid to them by a Swedish Government agency for development cooperation, or by an employer who has undertaken to perform services or deliver goods in a contract with such an agency directly or as a subconsultant.
6. Access to medical services and facilities of the highest quality available in the country, whether the services and facilities are public or private. Normal fees will be paid in arrears by Sweden. The cost shall be financed from the Swedish funds for the project/-programme, to which the person concerned is attached.
7. The same repatriation facilities in times of national or international crisis as are provided for members of the diplomatic missions.
8. A right to import and re-export, free of customs duty and other charges, professional equipment and goods needed by the personnel to accomplish their assignment.

Personnel serving more than six months shall also be guaranteed the following by X-land:

9. The right to open and operate an external bank account in X-land for their personal needs, such accounts to be free of any foreign exchange controls or charges imposed by X-land, and balances being freely transferable into Swedish kronor or any other convertible currency.

10. Receive service certificates issued by X-land on completion of their service.
11. The right to import or purchase ex-bonded warehouse, free of customs duty or any other similar charges, household goods and personal effects.

If any household goods become irreparably damaged, a replacement may be imported or purchased free of duty and charges.

The term "household goods and personal effects" shall include, for each household, food products and articles such as one/two motor vehicles, radios, one record player, one compact disc player, one tape recorder, one TV-set, one set of video equipment, one set of data processing equipment for personal use, one washing machine, one drier, one dish washer machine, one stove, one microwave oven, air-conditioners, one refrigerator, one deep freeze, minor electrical appliances and one set of photographic and cine equipment.

If the motor vehicle is damaged by accident or lost by theft, or if the period of service in X-land should be extended for a period of at least twelve months beyond three years, the person shall be entitled to import free of duty and charges a second car in replacement of the first one.

Articles thus imported may be sold to other persons who are entitled to exemption from duty and charges, or re-exported without any customs duties or similar charges at the end of the service. If articles thus imported are disposed of otherwise, appropriate duty and/or charges shall be paid on them.

ARTICLE 7. CONDITIONS FOR EXPATRIATE INSTITUTIONS AND CONSULTING COMPANIES

Kommentar:

Beträffande frågan om vem som faller under detta avtal, se ovan under artikel 1 och 6 a.

When institutions, consulting companies or other legal persons from other countries than X-land or other organisations of an international character are engaged by Sweden to perform tasks in X-land within the framework of development cooperation

between Sweden and X-land the following shall apply:

1. As said under Article 6 above the conditions for expatriate personnel specified under Article 6 shall apply to their personnel and their spouses, co-habitants and dependants.
2. They shall not be held responsible for failure to fulfil their undertakings, if this is due to security instructions or recommendations by the Swedish Embassy.
3. They are entitled to the same protection from claims by third party as said in Article 6.d.
4. They shall have the right to import and re-export, free of customs duty and other similar charges, professional equipment and goods that they need to accomplish their undertaking, or to sell such equipment within the country against payment of customs and similar charges, when not needed any longer for the services.
5. They shall be exempted from taxes and similar levies on company profits, turnover or any similar ground, and on fees and remuneration paid to them by Sweden for their services within the programme of development cooperation. This exemption does not apply to indirect taxes of a kind which are normally incorporated in the price of goods and services purchased in X-land.
6. They shall have the right to open external bank accounts and operate them for the fulfilment of their undertaking. The efficient handling of the accounts shall not be hampered by foreign exchange controls, and balances in the external accounts shall be freely transferable to any other convertible currency.
7. They shall be exempted from all obligations to register themselves in X-land for professional authorisation, taxes or other reasons, and shall be under no obligation to present information to the tax authorities of X-land unless they conduct business activities in X-land that do not fall under this Agreement.

ARTICLE 8. PERMISSION TO RUN SCHOOLS AND MEDICAL CLINICS

Sweden, directly or through an agent, shall have the right solely through this Agreement and without any further administrative decision of authorities in X-land to establish and run schools and medical clinics for the personnel as defined in this Agreement. Sweden may admit other expatriates to these schools and clinics. Sweden shall notify X-land of each newly established school or clinic. Costs for the schools and clinics will be financed from the funds allocated for development cooperation between Sweden and X-land, with the exception of costs relating to persons not participating in that cooperation.

ARTICLE 9. STUDY VISITS ETC OUTSIDE X-LAND

For personnel from X-land participating in study visits, courses and similar professional activities outside X-land, organised by Sweden or any institution contracted by Sweden within the framework of the Swedish development cooperation, the following shall apply:

In the case of illness or accident during the stay abroad Sweden shall arrange for such medical treatment that must be given before the return to X-land, according to the opinion of a physician consulted by Sweden.

All costs associated with the treatment shall be financed from the funds made available by Sweden to X-land for development cooperation, if the need for the treatment could not have been foreseen at the time of departure on the visit.

Insurance coverage for death and disability shall be arranged by X-land.

ARTICLE 10. DISTRIBUTION OF THIS AGREEMENT

The parties undertake to distribute copies of this Agreement to all their ministries, authorities and other institutions involved in the cooperation or otherwise in need of information of its content.

ARTICLE 11. ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force on
...199.. and remain valid until199..
unless terminated earlier by either of the parties
by six months written notice.

Two originals of the text of this Agreement,
written in the English language, have been signed
today, the .. of (datum) in
..... (plats).

For the Government of Sweden For the Government of
X-land

.....
Kommentar:

Maskinskrivet namnförtydligande
och titel skall finnas.

AGREEMENT BETWEEN THE GOVERNMENT OF SWEDEN AND THE
GOVERNMENT OF X-LAND ON DEVELOPMENT COOPERATION
199...-199..

Kommentar:

Utbetalningsreglerna har i och med antagandet av denna handbok flyttats till proceduravtalet. Om nytt samarbetsavtal skall ingås medan ett äldre proceduravtal, utan utbetalningsregler, fortfarande gäller, måste följande artikel tas in i det nya samarbetsavtalet:

"No disbursement will be made for a specific purpose until a corresponding Specific Agreement has entered into force and the conditions for disbursement stipulated in that Agreement have been met.

The disbursement of the funds available shall be made as follows:

- a. Expenditure incurred by X-land in its own currency.

Disbursement shall be made to X-land's account with the Sveriges Riksbank in Stockholm at the request of X-land, if not otherwise agreed.

Sweden may decide to make disbursement for this purpose in the currency of X-land to a bank designated by X-land.

- b. Expenditure incurred by X-land for payment outside X-land in other currencies.

Payment shall be made by Sweden through a commercial bank. Sweden shall inform X-land of the procedure to be observed.

- c. Expenditure incurred by Sweden.

Payment shall be made by Sweden directly to suppliers, consultants and to personnel contracted by Sweden.

d. Expenditure incurred by UN and other organisations.

When X-land and Sweden have agreed that activities within the programme of cooperation shall be performed by a UN or other organisation, disbursement shall be made by Sweden to the organisation to cover its costs for such activities. Sweden may decide to disburse funds in the currencies of the expenditure.

This article shall remain in force only until a new Agreement on Terms and Conditions comes into force stipulating conditions and procedures for disbursement."

Artikeln läggs in efter artikel 2, med justeringar av efterföljande artikelnummer.

The Government of Sweden (hereinafter referred to as Sweden) and the Government of X-land (hereinafter referred to as X-land),

DESIROUS to cooperate with the aim of contributing to sustainable economic and social development and to the promoting of democracy and human rights in X-land,

WHILE AGREEING that the overall responsibility for any development cooperation project/programme under this Agreement rests with X-land while the role of Sweden is limited to providing resources as detailed in Specific Agreements,

HAVE AGREED AS FOLLOWS:.

ARTICLE 1. THE SWEDISH CONTRIBUTION

For development cooperation between Sweden and X-land during the period 1 July 199.. to 30 June 199.. Sweden shall subject to parliamentary approval make available SWEDISH KRONOR (SEK 00.000) as a grant.
.....million Swedish kronor will be available

after 1 July 199. and million Swedish kronor after 1 July 199..

In addition to the above commitment any balance from earlier agreements on development cooperation not needed for activities during the period stipulated in that Agreement is also available for development cooperation during the period covered by this Agreement.

Any balance at the end of this Agreement shall be available for development cooperation during the next agreement period.

Kommentar:

Det svenska finansiella åtagandet skall anges i svenska kronor. Ingen annan valuta accepteras, inte ens då det rör sig om samfinansierade projekt/program eller då utgifterna skall erläggas i annan valuta. Motparten skall stå valutarisken. Detta enligt instruktioner från finansdepartementet.

Perioderna i avtalet skall följa det svenska budgetåret såvida inte särskilt starka skäl talar för att kalenderår används. Andra perioder är inte tillåtna. Om Sverige och mottagarlandet kommit överens om att använda sig av kalenderår skall ingen ändring göras i och med att avtal skrivs enligt denna mall.

ARTICLE 2. UTILISATION OF THE CONTRIBUTION FOR DIFFERENT AREAS OF COOPERATION

The areas of cooperation shall be defined in Specific Agreements between the parties. The parties shall agree on the allocation of contributed funds to the different areas of cooperation.

The areas of cooperation for which Specific Agreements have been concluded are listed in Appendix 1 (part A) as well as areas hereby agreed for financing from the above funds when project/-programme preparation and appraisal have been completed and a Specific Agreement concluded (part B).

Kommentar:

Listorna (A och B) som skall bifogas detta avtal skall ha

följande innehåll:
Areas of cooperation agreed
between X-land and Sweden for the
period covered by this Agreement.

A: Specific Agreements in force:
Name.....Period of.....Total
 validity commitment

B: Projects/programmes agreed for
financing under this Agreement,
provided the parties agree to
conclude the corresponding Specific
Agreements:

Name.....Probable.....Estimated
 period of total
 validity commitment

Notera att A- och B-listorna, som
är delar av avtalet, inte skall inne-
hålla årliga planerade allokeringar,
utan endast den totala utfästelsen.
Årliga allokeringsplaner skall tas
in i "Agreed Minutes". Detta för att
undvika att avtalen behöver ändras
vid omallokeringar

ARTICLE 3. DELEGATION OF POWERS

The Swedish International Development Authority,
SIDA, and the Ministry of in X-land
shall be empowered to represent their respective
Governments in matters concerning the implemen-
tation of this Agreement, including the approval
of reallocations between agreed projects and
programmes.

ARTICLE 4. REFERENCE TO OTHER AGREEMENTS

The development cooperation programme is also
governed by:

- The Agreement on General Terms and Conditions
for Development Cooperation between the
Government of Sweden and the Government of
X-land, dated.....; and
- Specific Agreements for different areas of
cooperation.

ARTICLE 5. ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force on
199.. and remain valid until 199..
If no new agreement on development cooperation is
concluded for the period after that date, the
remaining funds may be utilised to fulfil the
undertakings made by Sweden in Specific Agreements
which are still valid in accordance with the
stipulations of each Specific Agreement.

This Agreement can be terminated by six months'
written notice by either party. In case of
termination by Sweden the termination shall not
apply to funds irrevocably committed in good faith
by X-land to third parties before the date of the
notice of termination, provided that the
commitments were made in accordance with Specific
Agreements in force at the date the commitments
were made. In cases of termination by X-land no
funds shall be available for activities after the
expiry of the Agreement.

Two originals of the text of this Agreement,
written in the English language, have been signed
today, the of (datum) in
..... (plats)

For the Government of
Sweden

For the Government of
X-land

.....
Kommentar:

Maskinskrivet namnförtydligande
och titel skall finnas.

SPECIFIC AGREEMENT BETWEEN THE GOVERNMENT OF
SWEDEN AND THE GOVERNMENT OF X-LAND ON
199..-199..

The Government of Sweden (hereinafter referred to as Sweden) and the Government of X-land (hereinafter referred to as X-land) have agreed as follows:

Kommentar:

Motpart i samarbetet med SADDC skall normalt vara det land där berörd SADDC-kommission har sitt säte.

Då flera länder är givare tillsammans med Sverige skall avtalet som part ta upp en kollektiv beteckning för givarna, till exempel "the Nordic Countries".

ARTICLE 1. SCOPE AND OBJECTIVES OF THE AGREEMENT

X-land has decided to carry out a project/programme called

.....

The main objectives of the project/programme are.....

Kommentar:

Avtal skall normalt inte ingås förrän det föreligger ett utarbetat projektdokument. Se 1.4.2. Det kompletta projektdokumentet skall inte vara bilaga till avtalet, men väl hänvisas till i artikel 4.

Ange här syftet med insatsen, så långt möjligt i mätbara mål.

ARTICLE 2. THE SWEDISH CONTRIBUTION

Sweden shall support the implementation and monitoring of the project/programme as specified in this Agreement within an amount of SWEDISH KRONOR (SEK 00.000).

The contribution shall be financed from the amount made available by Sweden to X-land in Agreements on Development Cooperation.

Alt: from special Swedish funds for

Kommentar:

Insatsavtal skall inte innehålla årliga allokeringar.

Det tidigare använda uttrycket "not exceeding Swedish kronor" har ersatts med "within an amount of support". Denna skrivning innebär å ena sidan att det totala beloppet betalas ut om villkoren för utbetalning är för handen, å andra sidan att om villkoren inte uppfylls att utbetalningarna blir mindre än maximibeloppet.

Sveriges finansiella åtagande skall uttryckas i svenska kronor (se vidare kommentaren under artikel 1 i bilaga 2 ovan).

Om denna mall används vid en insats i ett land som inte har samarbetsavtal med Sverige kan klausulen om från vilket anslag medlen kommer tas bort.

ARTICLE 3. CLOSURE OF THE PRECEDING AGREEMENT ON THE PROJECT/PROGRAMME

In the Agreement dated Sweden undertook to support this project/programme within an amount of Swedish kronor for the period to.....

It is hereby agreed (alt: confirmed)

1. that disbursements under that Agreement will be made only to cover costs for activities actually performed before.....(utgången av det tidigare avtalets aktivitetsperiod);

2. disbursements must be made before
.....(sex månader efter aktivitets-
periodens utgång); and
3. that the remaining part of the Swedish
undertaking in that Agreement, after such
disbursements have been made, shall no longer
be valid and that Sweden's support for the
project for the period of activities covered
by this Agreement shall only include what is
undertaken in this Agreement.

Kommentar:

Denna klausul klargör förhållandet
mellan tidigare avtal och detta
avtal avseende den löpande insatsen
(se vidare 3.4 i textdelen).

Om detta avtal är det första eller
om det inte finns några resterande
medel i det gamla, kan denna
klausul utelämnas.

ARTICLE 4. UTILISATION OF THE SWEDISH
CONTRIBUTION

1. The contribution shall be used in accordance
with the Project/Programme document dated
..... as amended from time to time.

Kommentar:

Notera att projektdokumentet så
långt möjligt ska innehålla konkreta
och mätbara målbeskrivningar och
kriterier mot vilka uppnådda
resultat kan utvärderas.

2.
3. Only the following types of costs may be
financed from the Swedish contribution:
.....
.....
.....
The Swedish funds may not be used for the
following types of costs:
.....
.....

ARTICLE 5. UNDERTAKINGS BY X-LAND

X-land undertakes:

- to implement the project/programme and provide resources as agreed in this Agreement
- the responsibility for that the contribution is used for agreed purposes

.....

ARTICLE 6. CONDITIONS FOR THE SWEDISH CONTRIBUTION

1. Only costs for activities carried out during the period from(datum) to..... (datum) may be financed by the Swedish contribution. After six months of that latter date the contribution in this Agreement shall not be available for disbursement. If activities after (aktivitetsperiodens slutdatum) are not financed under a new agreement, personnel may be financed from this Agreement in respect of costs during the period of notice in individual employment contracts, for a maximum of six months, provided that the designated authorities had agreed, at the time of employment or prolongation of contract, to extend the period of employment beyond the ending date above.

Kommentar:

Beträffande de olika tidsperioderna se 3.4 i textdelen.

Det förekommer att konsultbolag eller SIDA ingår konsult- och/eller anställningskontrakt som sträcker sig längre i tiden än insatsavtalet. Detta för att förebygga onödiga uppehåll i projekten i samband med att nytt avtal förbereds och för att underlätta personalens planering. Om insatsen inte förlängs måste personalen sägas upp och ersättas under uppsägningstiden, maximalt upp till sex månader. Beträffande definitionen av "personnel", se proceduravtalets artikel 6.

2. No disbursement will be made (for the following activities/types of costs) until X-land has

.....
.....

Kommentar:

Beträffande mycket viktiga villkor kan följande läggas till: "If these conditions have not been met withindays of the signing of this Agreement, or such later date as Sweden may agree, Sweden, at its option, may terminate this Agreement by the provision of one month's notice." Om denna skrivning används måste uppsägningsartikeln kompletteras med motsvarande skrivning.

3. It is a prerequisite for the disbursement of Swedish funds that all resources for the project/programme not provided by Sweden are allocated by X-land. Such an allocation shall be made as envisaged in the project/-programme document by a formal decision of the appropriate authority of X-land. In case the project/programme document does not specify when the allocation shall be made, the allocation shall be made sufficiently in advance of the actual provision of the resources to allow implementation according to the agreed plans. X-land shall among other things provide:
.....
.....
.....
.....

Kommentar:

Endast kategorier skall anges så som "sites, local personnel, a percentage of the investment costs or a fixed amount, running costs" osv. Viktiga datum anges under 4 nedan.

4. Sweden may, at any time, withhold disbursements if deviations from agreed plans and budgets for implementation occur; if resources allocated by X-land are not provided as planned; if the (main) objectives are endangered; if reports are not delivered as agreed; if the financial management of the project/programme is not satisfactory; or if X-lands obligations under previous agreements between X-land and Sweden on support to the project/programme are not fulfilled or if the project develops unfavourably in terms of the objectives in any other important respect. It is agreed as specially important that:

a.).....
.....

.....
.....
b.).....
.....
.....
c.).....
.....
.....
.....

Kommentar:

Se vidare 3.4, 3.8 och 4.3.2 i textdelen.

ARTICLE 7. PROCUREMENT

Procurement shall be performed in accordance with the Guidelines in Appendix(till avtalet)

Kommentar:

Riktlinjerna återfinns i bilaga 4 till denna handbok. De tröskelvärden som anges i bilagan kan anpassas till situationen.

Reglerna om upphandling skall - i och med antagandet av denna handbok tas in i insatsavtalen. Om ett proceduravtal av äldre modell innehåller regler om upphandling, skall insatsavtalets upphandlingsartikel kompletteras med följande: "The procurement rules in the General Agreement on Terms and Procedures no longer apply." Se vidare textdelen kapitel 5.

The parties agree that:

Sweden shall perform procurement of
.....
X-land shall perform procurement of
.....

Kommentar:

Beträffande upphandling se också skrivningar i proceduravtalet, artikel 4 med kommentarer.

Det är önskvärt att mottagaren ombesörjer så mycket som möjligt av upphandlingen. Alla mottagar-

organisationer har emellertid inte tillräcklig kompetens eller tillräckliga kontrollmekanismer för att garantera en god upphandling. I sådana situationer måste upphandlingen ombesörjas av SIDA - direkt eller genom en agent, ofta en konsult, som är engagerad i projektet. Beträffande mottagarupphandling av konsulttjänster se SIDAs handbok för upphandling av tjänster.

Det är lämpligt att mottagaren åläggs ansvar för lokal upphandling.

The parties may agree that Sweden shall provide - within the total Swedish contribution to the project/programme - technical assistance within the area of procurement.

The Swedish contribution shall not be used for procurement in the Republic of South Africa. Co-operation with South African institutions, organisations and/or companies shall, as a general rule, not take place under this Agreement. If such procurement or cooperation is deemed necessary it may take place only after written approval has been obtained from Sweden.

Kommentar:

Uteläggs sista stycket om det saknar relevans.

ARTICLE 8. TECHNICAL ASSISTANCE

Human resources development within the (relevant myndighet eller institution) is the responsibility of X-land. The role of the technical assistance provided by Sweden according to this Agreement in the development of human resources shall be specified in terms of reference and job descriptions.

Sweden undertakes to recruit individual experts as specified in Appendix ... (avtalsbilaga).

Kommentar:

Bilaga 5 till denna handbok kan användas. Om den används måste den fyllas i och anpassas till den aktuella situationen.