

**FRAMEWORK AGREEMENT BETWEEN THE TANZANIA COMMISSION FOR  
SCIENCE AND TECHNOLOGY ON BEHALF OF THE GOVERNMENT OF THE  
UNITED REPUBLIC OF TANZANIA AND THE GOVERNMENT OF THE  
KINDGOM OF DENMARK REGARDING THE SOUTH-DRIVEN RESEARCH  
PROGRAMME**

**Article 1**  
The Parties

The Parties to this Agreement are the Government of the Kingdom of Denmark (hereinafter referred to as Denmark), duly represented by the Technical Advisory Services (TAS) Department of the Danish Ministry of Foreign Affairs (MFA), and the Government of the United Republic of Tanzania (hereinafter referred to as Tanzania), duly represented by the Tanzania Commission for Science and Technology (COSTECH).

**Article 2**  
Delegation of Competence

COSTECH shall be empowered to represent Tanzania in matters concerning the implementation of this Agreement, and the TAS/MFA is representing the Government of Denmark.

**Article 3**  
Scope and Objectives of the Agreement

The main objective of the bilateral research programme, hereinafter referred to as the Programme (consisting of projects), is to promote high-quality research and develop research capacity among Tanzanian research institutions and universities within the national research priorities of Tanzania.

The Tanzanian and Danish authorities have agreed that the Programme will be "South-driven" i.e. the institutions in Tanzania take the lead in defining the projects, selecting Danish research partners, and managing the research projects.

Danida Fellowship Centre (DFC) has been commissioned by the Ministry of Foreign Affairs to administrate the Danish support to development research. Agreements with projects shall thus be made by the DFC on behalf of the MFA.

**Article 4**  
Reference to Other Agreements

Cooperation between the Parties under this Agreement is also governed by the Agreement on General Terms and Conditions for Development Cooperation between the Government of the Kingdom of Denmark and the Government of the United Republic of Tanzania dated 31 August 1987, as amended by addendum dated 5 December 1991.

For the administration of the grants the projects must follow the General Conditions for Grants to Development Research provided by DFC as part of the grant framework.

**Article 5**  
Undertakings by the Parties

Undertakings by TAS/MFA:

- a) Provide financial support to the activities covered by this Agreement;
- b) Organise/administer the application round and reviewing process;
- c) Managing the programme;
- d) Monitor the implementation of the projects at annual review meetings/individual project meetings;
- e) Facilitate that the Embassy of Denmark may assume a supporting role.

Undertakings by COSTECH:

- a) Identify, contract, and oversee management of the National Screening Mechanism (NSM) subject to the regulations on conflict of interest as formulated by TAS/MFA;
- b) Promptly inform Denmark of any condition which interferes or threatens to interfere with the successful implementation of the programme;
- c) Coordinate annual review meetings/individual project meetings, information meetings concerning the annual Calls for Applications, and technical/thematic meetings as necessary.

Undertakings by the participating Tanzanian researchers:

- a) Prepare applications following the Calls for development research applications;
- b) Implement the granted projects in accordance with the approved application and grant framework as given in the Letter of Commitment;
- c) Manage and administrate the projects exclusively in accordance with the General Conditions for Grants to Development Research. This includes timely reporting, annual auditing, and strict adherence to the financial management regulations as specified in the General Conditions.

Undertakings by DFC:

- a) Administrate the support to the research projects; this includes signing of project agreements (Letter of Intent), receiving progress and financial reports from the projects, processing requests for disbursements, etc.
- b) Assist the project staff with administrative and financial management issues related to the projects;
- c) Assist COSTECH with administrative and financial management issues related to the NSM-functions and to the other administrative responsibilities of COSTECH (annual review meetings, FFU-information meetings, technical/thematic meetings, etc.).

#### **Article 6**

##### **The Danish Contribution and Distribution of Funds**

Denmark will make available an annual grant for research projects with Tanzanian research institutions during the period of 2014-2017. The annual grant is subject to parliamentary appropriation of funds and may therefore vary over the fiscal years. Commitments will be made in DKK regardless of changes in the exchange rate.

The Danish funds are expected to cover the costs of the initiation and the implementation of a number of projects per year (in 2014/2015, 2015/2016 and 2016/2017).

#### **Article 7**

##### **Information, Monitoring and Evaluation**

The Parties shall collaborate fully to ensure that the purposes of this Agreement be accomplished. To this end the Parties shall exchange views with regard to matters relating to the programme and provide each other with all available data, documentation and information; shall provide appropriate mutual assistance required in the discharging of the parties' duties; and provide all necessary support, in particular in regard of administrative issues, to facilitate the due implementation of the programme.

Denmark shall have the right to carry out any technical or financial mission that is considered necessary to monitor the implementation of the programme. To facilitate the work of the person or persons instructed to carry out such monitoring missions, the COSTECH and/or other parties involved shall provide these persons with all relevant assistance, information, and documentation.

Evaluation of the programme, preferably undertaken jointly by Denmark and Tanzania and other parties involved, may be carried out at the request of either Party. After the termination of the programme, Denmark reserves the right to carry out an evaluation in accordance with this article.

**Article 8**  
Annual Review Meetings

The annual review meetings/individual project meetings with the projects shall take place once a year. The meetings are held to review the progress and project targets set out in the original grant application and exchange of information and dialogue on important research issues.

The meetings will review and discuss the following issues, among others:

- a) Areas of work that have gone well in helping to achieve the project's targets;
- b) Any constraints that have affected that work in that period e.g. because of unexpected time/resources constraints, emerging research issues as the project has developed, or even the need during the year to refine or adapt the targets in the light of developments in the research process itself;
- c) Any ways of reducing the impact of those constraints in the coming year that can be considered at this stage;
- d) Clarifying the work that lies ahead, again focusing on the project targets, and the work that the researchers are going to undertake in the remaining project period;
- e) Any other relevant issue as proposed by the participating institutions including dissemination of research activities and results.

**Article 9**  
Liability

The parties shall:

- a) Not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this agreement and which may be made against the responsible implementing agency or the programme personnel.
- b) Not be liable for the death, disability or other hazards suffered by any personnel as a result of employment or work under the present agreement.

**Article 10**  
Anti-corruption

All persons involved in the Programme are under strict obligation to report to the TAS/MFA and COSTECH any suspicion on or actual cases of: fraud, misuse of funds, corruption, breach of contracts, court cases involving a larger amount of money, loss of funds, possible loss of funds, qualifications or criticism in audit reports and other instances or misuse of funds not mentioned here.

If programme funds administered by the participating institutions are found to have been disbursed to activities that are outside the scope of the objectives and provisions in this Agreement and the contracts made with individual institutions, such funds must be reimbursed by the institutions to the Danish MFA.

**Article 11**  
**Suspension**

If serious irregularity in the programme or suspicion thereof has been ascertained, either party may suspend programme implementation, wholly or in part, until the suspending party decides to resume the implementation.

Either party may cancel the agreement if, with respect to any contract to be financed by Denmark, it determines that corrupt or fraudulent practices were engaged in by representatives of the donor country, the recipient country, or of a beneficiary of the funds during procurement or during the execution of the contract without the party in question having taken timely and appropriate action satisfactory to the party wishing the rescind the agreement in order to remedy the situation.

Either party reserves the right to suspend or terminate the programme and its activities, wholly or in part, if representatives of the donor country, the recipient country, or of a beneficiary of the funds during procurement or during the execution of the contract violates the terms and conditions of this Agreement.

**Article 12**  
**Confidentiality**

Any information relating to the existence of this agreement or exchanged in connection with the discussions relating to the cooperation are to be considered confidential information and will be treated with utmost regard to their confidential nature. The receiving party shall not have the right to disclose, use or utilize any confidential information without the explicit consent of the disclosing party.

**Article 13**  
**Programme Duration**

The programme and this Agreement will have duration of three (3) years and cover the programme years 2014/2015, 2015/2016, and 2016/2017, with a possibility of extension subject to agreement by both parties. Also, in case of delays in the programme implementation the programme duration may be extended by mutual agreement and within the agreed budget.

**Article 14**  
**Settlement of Disputes**

Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the Parties. In case the dispute has not been settled within a time limit of one year, the matter may be referred to arbitration by either Party.

The arbitration shall be conducted in accordance with the Arbitration Act, Chapter 15 of the revised edition 2002. The arbitration shall be conducted in Dar es Salaam.

**Article 15**  
Amendments

Either Party may request changes to this agreement. Any changes, modifications, revisions or amendments to this agreement which are mutually agreed upon by and between the Parties to this agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this agreement.

**Article 16**  
Termination

This Agreement shall remain in force for the duration of the programme.

The Parties may terminate the programme by agreement through an exchange of letters or unilaterally by a three (3) months' notice.

**Article 17**  
Entry into Force

This Agreement shall enter into force on the date of signing by both parties.

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In witness hereof the Parties hereto, acting through their representatives duly authorised for this purpose, have caused this Agreement to be signed in two originals in English Language in Dar es Salaam.

For the Government of Tanzania

For the Government of Denmark

Date: 21 May 2014

Date: 21 May 2014



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Dr. Hassan Mshinda  
Director General  
Tanzania Commission for Science and Technology



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Tove Degnbol  
Head of Department  
Technical Advisory Services  
Danish Ministry of Foreign Affairs