Specific Agreement on Research Collaboration between Sida and Tanzania Commission for Science and Technology (COSTECH) during the period 1 July 2015 – 30 June 2020

between
The Tanzanian Commission for Science and Technology (COSTECH)

and
The Swedish International Development Cooperation Agency (Sida), represented by the Embassy of Sweden to Tanzania in Dar es Salaam.

for the COSTECH Research Cooperation Programme “Building Systems for High Quality, Relevant Research in Tanzania” COSTECH and Sida are hereinafter called the Parties.

The Parties, considering that:

- COSTECH has requested Sida to fund the COSTECH Research Cooperation Programme Building Systems for High Quality, Relevant Research in Tanzania” (hereinafter the Programme), contribution number 51170074, during the activity period 1 July 2015 – 30 June 2020 as specified in the Programme Document (Enclosure 1) and Programme Budget (Enclosure 2).

- Sida will, subject to parliamentary appropriations, make available support to the Programme by providing financial assistance up to a maximum amount of 51 000 000 SEK.

have agreed as follows:
Article 1 – Objectives of the Programme and scope of the Specific Agreement (the Agreement)

The overall objective of the Programme is to “Establish a coordinated and resourced research and innovation system that improves standards of performance and contributes to relevant quality research and innovation for Tanzania’s socio-economic development” as described in the Programme Document, including a results framework, (Enclosure 1), and Programme Budget, (Enclosure 2).

Article 2 - Reference to other agreements

Agreements of relevance to the cooperation between the Parties under this Agreement are also:

- the agreement between the Government of Sweden and the Government of the United Republic of Tanzania on General Terms and Conditions for Development Cooperation dated 23 March 2005,

- the General Agreement that Sweden intends to sign with the Government of Tanzania on Research Cooperation for the period 1 July 2015 to 30 June 2020, and

- the agreement that Sida intends to sign with Uppsala University/ISP for coordination of Swedish institutions.

Article 3 – Implementation responsibilities and representation

3.1 COSTECH will be fully responsible for the planning, implementation, and monitoring of the Programme including efficient and agreed upon management of the financial contributions from Sida.

COSTECH shall collaborate with Swedish universities/institutions that partner with COSTECH in the Programme (Enclosure 3), as well as be fully responsible for the efficient and agreed upon management of the financial contributions from Sida that goes directly to COSTECH as of Article 5 in this Agreement. Sida will enter into agreement with International Science Program at Uppsala University (UU/ISP) who will coordinate and forward funds to the Swedish universities institutions collaborating with COSTECH. As a financier, Sida shall not bear any responsibility and/or liability to any third party with regard to the implementation of the Programme.

In the event of conflict between the provisions of this Agreement and any annex thereto, the provisions of this Agreement shall take precedence.

3.2 Written communication relating to this Agreement shall state Sida’s contribution number and title of the Programme and be sent to the following addresses:

For Sida:
The Embassy of Sweden, Dar es Salaam
P.O. Box 9274
Dar es Salaam
Tanzania
For the attention of: Dr. Inger Lundgren
Senior Research Advisor/First Secretary Research Cooperation
Article 4 – Activity Period and specific budget conditions

4.1. The total maximum contribution amount of the Programme is 51 000 000 SEK.

4.1.1 To ensure efficient and successful implementation of the programme COSTECH shall undertake to provide the necessary administrative and professional support, services and other resources required.

4.1.2 Results matrices for the program and its subprogrammes covering the entire agreement period shall be submitted to Sida no later than 31 October 2015.

4.1.3 Before any research grants are offered by COSTECH Sida will carry out an assessment of the open call and review system used by COSTECH.

4.1.4 Research grants offered by COSTECH within the Programme should be open to all research areas and directed to researchers with a PhD degree.

4.1.5 The contribution may only be used toward activities as specified in the Programme Document (Enclosure 1) and Programme Budget (Enclosure 2), and any amendments to them as accepted by Sida, during 1 July 2015 – 30 June 2020 which is the activity period of the Agreement.

4.2. Cost calculations shall be made in accordance with Sida’s Guidelines “Support to national research development”, 2008 (Enclosure 5), and any revisions of these during the agreement period. The guidelines include but are not limited to the following provision. Air travel costs for business or first class are not eligible for financing from this Agreement.

Article 5 – Disbursements

5.1 Sida will strive to ensure the predictability of its financing by aligning its annual financial commitments and disbursements with the COSTECH budgetary cycle and cash flow needs of the Programme.

5.2 The total maximum contribution of Swedish Krona (SEK) 51 000 000 includes:

1) Funds to be disbursed by Sida to COSTECH in total SEK 41 949 000 according to this Agreement.
2) Funds to be disbursed from Sida to UU/ISP for coordination and to be forwarded to Swedish universities/institutions collaborating with COSTECH to build research capacity, in total SEK 9,051,000 according to agreement between Sida and UU/ISP.

The division of funds between COSTECH and the Swedish partner universities/institutions is expressed in the Programme Document and the Programme Budget (Enclosure 1 and 2).

5.2.1 Regarding the total maximum contribution of SEK 51,000,000 from Sida to the Programme, the following provisional disbursement schedule is foreseen.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>SEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015/16</td>
<td>10,092,000</td>
<td>of which SEK 7,508,000 to COSTECH; SEK 200,000 to UU/ISP and SEK 2,384,000 to Swedish universities institutions collaborating with COSTECH. First instalment is made available as of 1 July 2015 and the second in January 2016.</td>
</tr>
<tr>
<td>2016/17</td>
<td>14,964,000</td>
<td>of which SEK 12,657,000 to COSTECH; SEK 200,000 to UU/ISP and SEK 2,107,000 to Swedish universities institutions collaborating with COSTECH. The first instalment is made available as of 1 July 2016 and the second 1 January 2017.</td>
</tr>
<tr>
<td>2017/18</td>
<td>14,166,000</td>
<td>of which SEK 12,724,000 to COSTECH; SEK 200,000 to UU/ISP and SEK 1,242,000 to Swedish universities institutions collaborating with COSTECH. The first instalment is made available as of 1 July 2017 and the second 1 January 2018.</td>
</tr>
<tr>
<td>2018/19</td>
<td>6,574,000</td>
<td>of which SEK 5,215,000 to COSTECH; SEK 200,000 to UU/ISP and SEK 1,159,000 to Swedish universities institutions collaborating with COSTECH. The first instalment is made available as of 1 July 2018 and the second 1 January 2019.</td>
</tr>
<tr>
<td>2019/20</td>
<td>5,204,000</td>
<td>of which SEK 3,845,000 to COSTECH; SEK 200,000 to UU/ISP and SEK 1,159,000 to Swedish universities institutions collaborating with COSTECH. The first instalment is made available as of 1 July 2019 and the second 1 January 2020.</td>
</tr>
</tbody>
</table>

Total maximum contribution 51,000,000 SEK

5.2.2 The financing provided by Sida to COSTECH, in accordance with Article 5.2 and the Programme Budget (Enclosure 2), shall be paid in instalments upon receipt and approval by Sida of written payment requests signed by COSTECH’s authorised representative(s). Disbursements are conditional upon the fulfilment of the requirements in this Agreement, progress in relation to Programme objectives and expected results indicated by annual financial and narrative reports and annual audit reports approved by Sida, as well as actual cash flow.
needs in accordance with presented and by Sida approved Annual Plans including budgets.

5.2.3 Formal requirements for the funds to be disbursed to COSTECH. The request for funds to COSTECH shall be submitted in original to Sida with information on the title of the Agreement and the contribution ID number (51170074). The request shall be signed by the responsible function of COSTECH, namely the Director General or his/her designated representative. The requested amount shall be stated in the currency of Swedish Krona (SEK), independent of which currency the payment shall be effectuated in.

The payment will be made in a convertible currency other than Swedish Krona (SEK) provided it has been clearly stated in the request and provided that the account can receive the currency indicated. The exchange of the SEK will be made by Sida’s bank following the payment instructions from Sida.

The following complete bank details have to be included in the request:

- whether the account is interest bearing or not
- bank account holder,
- bank account number,
- IBAN (if applicable),
- SWIFT/Bic-code,
- Currency of the account

5.2.4 The first request from COSTECH shall be accompanied by a letter sent from the Tanzanian bank to Sida including an assurance regarding the following: bank account holder, bank account number, IBAN (if applicable), SWIFT/Bic-code as well as the currency of the account.

5.3 The financing provided by Sida shall be deposited in a separate foreign exchange interest bearing account held by COSTECH in accordance with the banking regulation in Tanzania. The statement shall include the received amount in the received currency as well as the equivalent amount credited in local currency.

5.4. The first payment to COSTECH shall be deposited into the designated account(s) based on signature of this Agreement followed by a request in writing.

5.5 Subsequent payments to COSTECH shall be made based on the reporting requirements in Articles 8-9 and Article 13 as well as liquidity needs according to presented and by Sida approved Annual Plans and Budgets. A prerequisite for disbursement is that there is a need for funds, that is, expenditure exceeds 70% of previously disbursed funds. Each disbursement request must include a bank statement and a financial report on the use of all previously disbursed funds.

5.6 Should circumstances arise that call the feasibility or validity of the Programme into question or cause COSTECH to make major changes in its objectives, or if COSTECH decides to make any substantial deviation from the plan presented, COSTECH must obtain Sida’s written approval before continuing the Programme or before implementing such changes.
Sida may decide to withhold the disbursement, wholly or in part, if substantial deviations from the agreed plan, budget or results framework occur, reports are not delivered as agreed, or circumstances are otherwise revealed which makes the Programme develop unfavourably in any other important respect. Before taking such decision, Sida shall initiate discussions with COSTECH.

If the conditions set out in this article are not fulfilled or fully complied with, Sida may reclaim funds disbursed, wholly or in part, from COSTECH.

**Article 6 – Financial management**

COSTECH shall ensure that administration and internal control of Programme resources are adequately carried out. COSTECH shall maintain an appropriate financial management system for the Programme in accordance with the Tanzanian Public Financial Regulation and the COSTECH internal Rules and Regulations stipulated in the institution’s Financial Regulations of 2012, Standard Operating Procedures and other Regulations, and any revision of these during the activity period.

If funds are forwarded to third parties COSTECH shall to Sida submit an annual register stating third parties receiving funds forwarded from COSTECH. The register shall also state the respective sub-grant in SEK. The register shall be part of the Annual Plan and be approved by Sida.

COSTECH shall enter into an agreement with a third party which will be receiving forwarded funds. An agreement must be entered into between COSTECH and a third party before any funds can be requested and disbursed from COSTECH to the third party. COSTECH is responsible for ensuring that relevant term and conditions in this Agreement are included in an agreement with a third party. These requirements shall also apply to a third party forwarding funds to a subsequent party.

**Article 7 – Procurement**

COSTECH shall be responsible for all procurements under the Programme in accordance with the Tanzanian Public Procurement Act (PPA) 2011, and any revisions of it during the Agreement period.

A Procurement Plan, detailing the procurement activities, shall form part of the Annual Plan and be discussed at the Annual Planning Meetings before approval.

At the request of either of the Parties, consultations shall be held on any matter relating to procurement within the Programme; Sida may carry out checks on procurement within the Programme, in the form of a procurement audit. In such cases, COSTECH shall provide Sida with all necessary documentation and information. The Parties may agree that, as part of the Swedish contribution, Sida shall provide a procurement expert to support competence development at COSTECH.

**Article 8 – Financial reporting**

8.1 COSTECH shall furnish an Annual Financial Report no later than September 30 each year in accordance with template to be approved by Sida. The financial reports shall be signed by the Director General of COSTECH or his/her designated representative and cover all Programme receipts and expenditures.
The Financial Report shall show funding from Sida, in form and detail that permit identification of disbursements on agreed Programme document including budgets which enable comparison of the expenditure with actual plans and budgets and at the same level of detail as the approved plans and budgets.

8.2 The Annual Financial Reports shall include information on the received amount, both in the currency of transfer and the amount in the local currency, exchange rate and information on the date when the amount has been credited. The Annual Financial Report shall also include information on the total spending, broken down in accordance with the agreed budget headings, per reporting period as well as cumulated amounts for the entire Programme period.

8.3. Any interest that Swedish funds may yield shall be separately accounted for in the financial reporting and may only be utilized within the Programme after written approval by Sida.

**Article 9 – Narrative reporting**

9.1 COSTECH will furnish to Sida in writing a narrative report annually in accordance with template to be approved by Sida. The Annual Narrative Report shall contain a description and an analysis of the progress of the Programme with relation to its objectives, planned activities and expected and achieved results, and the results based management log frames as further elaborated in the approved Annual Plans.

The Annual Narrative Report will cover the Tanzanian fiscal year from 1 July to 30 June. A draft will be delivered to Sida before the 30 of September for each year, and a final version shall be submitted to Sida before 31 of December each year. The Annual Narrative Report shall contain an account on a cumulative basis covering the entire Programme period, of

- activities achieved during the period of reporting,
- achieved outputs compared to planned outputs,
- achieved outcome objective(s) compared to planned outcome objective(s) (or progress towards achieving the outcome objective(s) and an assessment of the likelihood of achieving the planned outcome objectives,
- achieved impact,
- an assessment of risk factors that may affect the achievement of the objectives, and
- an assessment of possible adjustments in the Programme implementation, including risk management.

9.2 COSTECH will furnish to Sida in writing a draft Completion Report by 30 September 2020 at the latest. The final version of the Completion Report shall be submitted to Sida no later than 31 December 2020. The Completion Report shall contain an account on a cumulative basis covering the entire activity period 1 July 2015 – 30 June 2020, of

- achieved outputs compared to planned outputs,
- achieved outcome objective(s) compared to planned outcome objective(s),
• an assessment of factors that have affected the achievement of the objectives,

• lessons learned from the Programme implementation,

• an assessment of possible needs for adjustments in a potential new phase of the cooperation, including risk mitigating actions.

9.3 COSTECH shall provide Sida with all such information relevant to the implementation of the Programme as may be requested by Sida.

**Article 10 – Consultations**

10.1 The Parties shall cooperate and regularly communicate with each other on all matters relevant to the implementation of the Programme and this Specific Agreement.

10.2 The Parties shall meet every year, to discuss the planning, implementation and progress of the Programme in the statutory Annual Planning and Review Meetings, and additional meetings when required. The Overall Programme Coordinator shall call all meetings.

• The Annual Planning Meeting shall be called for no later than 1 March each year, and held by 30 May at the latest.

• The Annual Review Meeting shall be called for no later than September 1 each year, and held by November 30 at the latest.

10.3 The following information required for the Annual Planning Meeting should be furnished and distributed by COSTECH to Sida 4 weeks prior to the meeting:

• Draft Annual Plans and Budgets for the forthcoming year, as per agreed upon templates.

• A summary of suggested changes in the draft Annual Plans, compared to previous plans, as per project.

• A summary of suggested budget re-allocations.

• An Annual Procurement Plan for the forthcoming year.

• A summary of revised Results Based Management Matrices.

• Any reviews, audits or evaluations, conducted by COSTECH and/or their partners, of relevance to the Programme in terms of finding synergies, pursuing complementarity and avoiding duplication of different support, shall be shared with Sida.

• Information about any legal or other significant changes in the context of Tanzania, or regarding the Swedish universities/institutions collaborating with COSTECH, of relevance to the implementation of the Programme.
The final Annual Plan based on the agreements reached at the Annual Planning Meeting shall be submitted to Sida for approval no later than 30 June annually.

The following information required for the Annual Review Meeting should be furnished and distributed by COSTECH to Sida 4 weeks prior to the meeting:

- Reports and documents as set out in article 9 of this Specific Agreement, as per agreed upon templates.

- Any reviews, audits or evaluations, conducted by COSTECH and/or their partners, of relevance to the Programme in terms of finding synergies, pursuing complementarity and avoiding duplication of different support, shall be shared with Sida.

- Any legal or other significant changes in the context of Tanzania, or regarding the Swedish universities/institutions collaborating with COSTECH, of relevance to the implementation of the Programme.

10.4 Key subjects to be discussed during the annual consultations include, but is not limited to, assessment/review of performance related to the Results Based Management framework, review of Annual Plans and Budgets for forthcoming fiscal years, alignment of the Programme to the policies/strategy of COSTECH, expenditure priorities and follow-up on audits/reviews/evaluations.

10.5 The outcome of the meetings shall be recorded in Agreed Minutes, signed by the authorised representative(s) of both Parties. The Agreed Minutes shall be drafted by the Directorate for Research and Publication at COSTECH and a draft shall be sent to Sida, for its comments, within one week after the meeting. Sida shall inform COSTECH of its comments within three days of receipt of the draft. COSTECH is responsible for the circulation of the signed Agreed Minutes to all collaboration partners (Tanzania and Sweden).

10.6 Additional consultation meetings may be requested by COSTECH and Sida on any subject relevant to the implementation of the Programme.

10.7 COSTECH shall immediately inform Sida of any circumstance which may interfere or threaten to interfere with the successful implementation of the Programme and, with a view to resolving the issue, shall call for a meeting to inform or consult with Sida on what corrective action, if any, should be taken.

Article 11 – Monitoring

11.1 COSTECH is responsible for monitoring progress and performance of the Programme and the achievement of its expected outputs and outcomes measured by the Results Based Management framework, as per Sida’s Handbook on RBM for Research Cooperation (Enclosure 6), or any revision of this handbook during this Agreement.

11.2 Sida will monitor the compliance and performance based on this Agreement. Progress will be measured through the agreed performance indicators as described in the Results Based Management framework and other relevant information.
11.3 The process of reviewing the progress of implementation of the Programme will be aligned with COSTECH’s review process. COSTECH and Sida will maintain a close dialogue regarding the support and the implementation of the Programme.

**Art 12 – Evaluation**

12.1 If Sida carries out an (interim or ex post) evaluation or a monitoring mission, COSTECH shall undertake to provide any document or information, visits of Programme locations and inspect property, goods and records which will assist with the evaluation or monitoring mission, and grant the access rights described in Article 13.5.

12.2 If either Party carries out or commissions an evaluation in the course of the Programme, it shall provide the other Party with a copy of the evaluation report.

12.3 COSTECH shall undertake an internal Mid-Term Review (MTR) of the Programme in the last quarter of 2017. An external Programme evaluation shall be conducted in 2019. The costs for the external evaluation and the external audit shall be borne by Sida.

**Article 13 – Audit**

13.1 COSTECH shall share with Sida the audits of COSTECH carried out by the Controller and Auditor General of Tanzania, as well as any action plans to address potential qualifications in these.

13.2 The Programme shall be audited annually. Sida will align to national procedures for audits and accept the audit firms appointed by the Controller and Auditor General to carry out the audit of the Programme.

13.3 If requested by Sida an external audit of the Programme shall be carried out by an external independent and qualified auditor annually. The audit shall be carried out in accordance with international standards issued by the International Organisation of Supreme Audit Institutions (INTOSAI) or the International Federation of Accountants (IFAC) or in accordance with comparable national standards.

If requested by Sida the audit shall also cover the progress report of the Programme.

Sida’s standard Terms of Reference for financial audit shall be used as reference (Enclosure 6) and the final Terms of Reference shall be approved by Sida. COSTECH shall furnish to Sida the Audit Report and the management letter as presented by the Controller and Auditor General of Tanzania and/or appointed audit firm.

13.4 COSTECH shall furnish Sida with the Audit Report for the Programme and the management letter as presented by the Controller and Auditor General of Tanzania and/or appointed audit firm no later than 31 March each year 2017-2021.

If the audit contains any remarks or recommendations, COSTECH shall furnish Sida within three weeks, with a Management Response including an Action plan. The Action Plan shall be reported on by COSTECH in writing every 6 months.

13.5 Sida may at any time commission or request any additional audits (such as procurement or forensic audits), follow-ups or financial studies. COSTECH shall co-operate with and assist Sida in any such audits.
13.6 If COSTECH shall forward financial funds to a third party COSTECH shall be responsible for the follow-up of those funds. COSTECH is responsible to carry out a number of random audits annually. The number of random audits carried out should be defined in the COSTECH Annual Plan and be included in the Terms of Reference of the annual audits.

13.7 COSTECH and third parties to which COSTECH forward funds shall co-operate with and assist Sida in the performance of any additional audits (such as procurement or forensic audits), follow-ups and financial studies that Sida may request.

13.8 During the first year of the Programme the management capacity will be subject to a specific system audit with the purpose to identify bottlenecks and improve on current financial and administrative capacity. If deemed necessary, Sida may consider additional support to improve management efficiency.

Costs for the additional audits other than the annual audits performed by the Controller and Auditor General of Tanzania and/or appointed audit firm will be financed by Sida.

Article 14 – Corruption

14.1 The Parties will cooperate on preventing fraud and corruption in connection with the Programme, and shall require that the staff involved in, and consultants/suppliers/contractors financed under the Programme refrain from offering third parties, or seeking, accepting or being promised by third parties, for themselves or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.

14.2 The Parties shall promptly inform each other of any instances or suspicions of fraud and corruption as referred to in this article and of the measures taken as referred to in the following subparagraph.

14.3 The Parties shall take swift action to stop, initiate investigations and if relevant take actions in order to initiate prosecution against and/or apply sanction in accordance with applicable laws and policies towards any person suspected of misuse of resources, fraud or corruption in connection with the Programme.

Article 15 – Ethical Approval

15.1 Ethical approval of medical or health research projects within the Programme is required as follows:

For projects carried out in their entirety in Sweden, Swedish regulations shall apply.

For projects carried out in other countries the following rules shall apply:

- Projects involving human subjects require ethical approval by a responsible authority in the country concerned. Where Swedish researchers or institutions participate, approval is also required from a Swedish ethical committee.

- Projects involving clinical trials of drugs, vaccines or other pharmaceutical preparations require, in addition, informed consent by the subject receiving them, approval by a drug regulatory authority or other responsible authority in the country concerned. Where Swedish researchers/institutions participate or Swedish products are tested, approval shall also be obtained from the Medical Products Agency (Läkemedelsverket) in Sweden.
- Projects involving experiments with animals should, whenever possible, be approved by a responsible authority in the country concerned. Where Swedish researchers or institutions participate, approval is also required from a Swedish ethical committee for animal experiments.

- When changes or additions are made to the original project plan renewed ethical approval is required.

- The recipient scientist/institution is responsible for ensuring that ethical approval in accordance with the above-mentioned rules is obtained before the study is started. Sida retains the right to require that the recipient scientist/institution produce proof of ethical approval before the grant is disbursed.

**Article 16 – Patents and know-how**

16.1 As regards patents and know-how, COSTECH and the Swedish universities/institutions collaborating with COSTECH as well as researchers participating in the Programme shall have access to all results and know-how obtained within the Programme. Each party that has participated in the cooperation shall have the right to the patent in their own name and at their own expense, according to the national legislation that respective party is subjected to.

The registration fees for the patent shall be divided equally between the participating institutions. The participating institutions shall mutually agree whether or not the patent is to be registered in a third country.

16.2 Should one participating institution choose not to exercise its right to apply for a patent, the other institution(s) are to be given the option to do so in their own name and at their own expenses.

16.3 The participating institutions shall have the right to equal shares of the revenue derived from granting of user licences to third parties if the patent is registered by mutual Agreement. The granting of user licences and patent(s) shall be determined in each case by mutual Agreement between the participating institutions, provided the participating institutions agree in delegating such a task to one party.

**Article 17 – Visibility and information**

17.1 Research results shall be freely published and distributed. Due credit and recognition shall be given to Sida (if published by a Swedish partner) or Sweden (if published by non-Swedish partner) and to COSTECH. “Sida” or “Sweden” cannot be used in any way that can be perceived as if Sida or Sweden has participated in the production or support any opinions presented.

17.2 When referring to activities, fully or partly financed in accordance with this Agreement, COSTECH shall always recognize that the activities are financed through Swedish development aid. The Sweden logotype shall be used in the production of publications, information materials and in connection with information activities in Tanzania; the Sida logotype shall be used for publications (including Ph.D. dissertations), information materials and in connection with information activities held in Sweden. The production of information materials is fully the responsibility of the Programme and the liability of the contents lies with the publisher. “Sida” or “Sweden” cannot be used in any way that can be perceived as if Sida or Sweden has participated in the production or support any opinions presented.
17.3 Sida and other departments of the Swedish administration abroad shall have the right to copies and to distribute in a suitable form any reports and studies that have been submitted by COSTECH to Sida as part of the reporting.

Article 18 – Repayment

18.1 Sida shall establish the final amount of the contribution to COSTECH up to a maximum as of article 5.2, upon receipt and approval of the final report(s) (narrative/financial) and audited accounts of the Programme. Funds which have been placed at the COSTECH's disposal and which remain after completion of the Programme shall be returned to Sida within 60 days after the approval of the financial audit.

18.2 Sida will inform COSTECH of the amount to be repaid to Sida as well as the preferred currency and bank details.

Article 19 – Remedies

19.1 In the event of non-compliance by COSTECH with the provisions of this Specific Agreement Sida reserve the right to exercise the following remedies including withholding further disbursements and/or reduction of new disbursements, seeking refund of disbursed funds or termination of its support to the Programme.

19.2 In case of breach of the Agreement, Sida may terminate the Agreement with two months’ notice.

19.3 In case of serious breach of the Agreement, Sida may terminate the Agreement with immediate effect.

19.4 In cases of termination by Sida the termination shall not apply to funds irrevocably committed in good faith by COSTECH to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

19.5 Any termination shall be done by written notice of termination.

Article 20 – Termination and dispute settlement

This Agreement shall remain valid until 30 June 2021 unless terminated earlier by six months' written notice by either Party. In case of termination by COSTECH, no funds shall be made available for activities after six months of the written notice. All rights and obligations of the Parties pursuant to this Agreement shall continue unimpaired until the return of the remaining funds/fund balance to Sida and fulfilment of the reporting requirements of this Agreement, at which time this Agreement expires.

Any dispute, controversy or claim arising out of or in connection with this Specific Agreement that cannot be settled amicably shall be definitively resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

A single arbitrator shall be appointed. The place of arbitration shall be Stockholm and the language used in the proceedings shall be English.

This Specific Agreement shall be governed by the substantive law of Sweden without regard to its conflict of law rules.

Article 21 – Entry into force

This Agreement shall enter into force upon signature of both Parties, but with an activity period for the Programme regulated in this Agreement from 1 July 2015 until 30 June 2020.
This Agreement has been signed in three original documents, one for COSTECH and two for Sida.

Dar es Salaam 11/8 2015
Place and date
Sida, represented by the
Embassy of Sweden to Tanzania, Dar es Salaam

Signature

Mr. Lennart Hjelmåker
Ambassador
Name and title in block letters

Dar es Salaam / 2015
Place and date
Commission of Science and Technology

Signature

Dr. Hassan Mshinda
Director General
Name and title in block letters

Enclosures:

2. Programme Budget, dated 20/4 2015
3. Collaborating Swedish universities/institutions
4. Audit ToR Template (Sida)
5. Sida’s Guidelines “Support to national research development”, 2008