

2nd DRAFT

COOPERATION AGREEMENT between ANCE and COSPE
for the implementation of the project:

"VOCATIONAL TRAINING PROGRAMME FOR SOUTH AFRICAN REFUGEES IN THE
DAKAWA RESETTLEMENT CAMP - TANZANIA-"

1. OBJECTIVES AND ACTION:

(see Annex 1. Text of the project)

- to provide scholarships (number to be determined according to type and cost of the courses) for refugees at Tanzanian institutions;

- to provide vocational training for 64 refugees, transforming the existing Leather and Garment factories into two workshops, organizing the new trades in Leather and Garment Workshops (LGW) to be integrated into the Vocational Training Centre (VTC), providing technical support and maintenance.

2. INSTITUTIONAL FRAMEWORK

2.1. The Commission of the European Communities (CEC) is the financier of the project.

The CEC has commissioned COSPE as executing agency and COSPE is the sole contractor and must be solely responsible to the CEC.

The ANC is the beneficiary of the project.

The project must be located in Tanzania.

2.2. The project has been financed by the CEC for a fixed total amount of ECUs. Every change in the ratio between ECU/ USD will change the amount of the USDs available.

2.3. All actions undertaken to implement the project must be

- in accordance with the contract with the CEC,
- in the interest of the ANC and in accordance with the policies and objectives of this organization in general and of the Dakawa Development Centre Ltd; in particular.

2.4. In order to optimize the use of the existing resources in Dakawa and the present project, COSPE intends to coordinate its action closely with both the ANC and all other Donors involved in the VTC.

2.5. Any major changes in the project -mutually required by ANC and COSPE- must be agreed by the CEC in advance.

2.6. ANC and COSPE will provide information promptly to each other of any change in circumstance that affects this framework, and COSPE will keep the ANC informed of developments with the donor.

2.7. COSPE shall consider as responsible ANC representatives:

- National Project Department - Johannesburg:

Mr. Mohammed Tikly

- Regional Project Department - Tanzania:

Mr. Zwelakhe Mankazana

- Management Committee for Mazimbu and Dakawa - Tanzania:

Mr. Isaac Makopo

ANC shall consider as responsible COSPE representatives:

- COSPE President - Legal Representative - Italy:

Mrs. Luciana Sassatelli

- COSPE Project Officer in Italy:

Mrs. Elisabetta Cirillo

- COSPE Representative in Tanzania - Project Coordinator:

(to be nominated)

2.8. Any disputes connected with the present agreement and the implementation of the project conduction which cannot be solved locally by the ANC and COSPE representatives, will need the written agreement of the ANC - National Project Department - and the COSPE representative in Italy.

2.9. Subject to the approval of the CEC of the last requested changes, the present agreement shall enter into force at the moment of the signing of the two counterparts for the whole duration of the project itself.

2.10. As requested in the CEC contractz" supplies, local means of transport, centres of activity must bear in a prominent position the European symbol accompanied only by the inscription - European Community".

3. ORGANIZATION

An organizational chart of the project is presented in ANNEX 3.

3.1. COSPE will appoint a full time Coordinator for the project to fulfill all the obligations to COSPE, the CEC and the present ANC-COSPE agreement.

He/she will work closely with his/her counterparts, the ANC - Project Responsible and the VTC Principal.

The COSPE Coordinator will work closely with the ANC Project Office on all matters ranging from tender arrangements to procurement, transportation and customs clearance of equipment and supplies; both of them will organize the scholarship sector of the project.

3.2. The ANC will designate a Project Responsible -as first counterpart of the Coordinator - who will be responsible for the COSPE Project (LGW and scholarships) and will liaise with other ANC structures.

3.3. The ANC will designate a VTC Principal -as second counterpart of the Coordinator-, who will be jointly responsible for technical and current matters at the LGW: staffing, educational and running activities.

3.4. The ANC will provide a Tutor, who will act as deputy of the VTC Principal, in charge of dealing with the LGW students, in day- by -day matters such as discipline, behaviour, attendance to the courses and to the educational, recreational and social activities of the LGW, absences, health controls, etc.

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3.5. The ANC Project Responsible, the VTC Principal and the COSPE Coordinator shall jointly manage the project and fulfill its goals.

They will elaborate a periodical work plan and ensure its implementation.

They shall jointly be responsible for the fulfillment of the expert personnel in the project.

3.6. ANC and COSPE shall ensure that the selection of the personnel will be done on the basis of the required and needed skills. The ANC and COSPE will jointly agree on the recruitment of suitable experts, trainers, teachers, instructors according to the requirements of the project. These shall be from Italy or other European countries, from Tanzania or other ACP countries, in order to ensure that any training that is acquired is relevant to

the situation in SA. These appointments shall be of a temporary nature.

The role of locally recruited experts shall be determined by the VTC Principal and the Coordinator in accordance with the specific purpose of recruitment.

Hence the experts shall not necessarily be involved in the administration of the LGW, unless officially charged by COSPE in the absence of the Coordinator.

3.7. The project will provide a vehicle for the use of LGW project and consultants and a second vehicle for the use of the Coordinator, to be added to those already available at the Leather and Garment factories.

The ANC shall guarantee the availability of vehicles for the expatriate experts, when present.

4. ADMINISTRATION AND FINANCIAL MANAGEMENT OF THE LOCAL AVAILABLE FUNDS

4.1. The project has been financed by the CEC for a fixed total amount of ECUs.

Every change in the ratio between ECU/ USD will change the amount of the USD available.

The figures in USDs mentioned in the financial plan must only be considered as explanatory and not binding.

The rate of exchange between ECU/USD/TZSH should be calculated at the official rate.

All the expenses of the project in Tanzania will be paid in local currency (TZSh.), except when payment in foreign currency is required by Tanzanian laws.

4.2. In accordance with the CEC contract, COSPE is the sole financial and administrative responsible.

Major financial decision will be taken jointly by the ANC Project Responsible and the COSPE Coordinator, otherwise by the Coordinator and the VTC Principal.

4.3. An external and an internal bank accounts will be opened in Tanzania in the name of the COSPE project for all local expenditure. The COSPE will be sole signatory.

4.4. ??The VTC Principal and the Coordinator, 2%?

he Project Responsible and the Coordinator, must draw up the job description for each person recruited; they, on behalf of their respective organization, must fix the amount of each salary, within the limits provided by the finan-

cial plan, including all sort of insurances, fringe benefits, social insurances etc., required by Tanzanian law. Cawhmir kuk 9 Li S J74", O-td'lla' wH'n m AHC'

4.5. All the salaries/ allowances mentioned in the financial plan must be understood as gross salaries.

4.6. All the salaries/ allowances must be calculated in ECU and will be converted into Tanzanian Shillings, which is the currency of payment to the personnel locally employed.

4.7. The COSPE will transfer monthly to the bank account of the ANC Treasury the sum corresponding to the total monthly allowances paid by the project to the ANC personnel, as provided for in the financial plan and following agreement.

The allowances will be paid to the personnel who has been actually and actively involved in the project, according to their job description and their contract.

The ANC shall give back to COSPE proper and timely receipt signed by the employees.

The ANC must ensure that the above mentioned allowances will be paid in time.

4.8. The COSPE will transfer monthly to the bank account of the ANC Treasury the sum corresponding to the total living expenses of the students actually attending to the LGW trades.

These living expenses are calculated in ECU 105 per student per month, and for a total number of students not exceeding the ceiling provided for in the budget.

The number of the students actually attending to the courses will be monitored by the VTC Principal and the Tutor. Both of them must give the monthly list of attendance to the COSPE Coordinator and the Treasurer.

Only serious and certified health reasons will be taken into account as justification for the absences from the trades.

The ANC must ensure the timely payment of the pocket money that could possibly be granted to the students.

4.9. The COSPE will directly pay the salary to the Tanzanian personnel and to the personnel not belonging to ANC however employed in the project.

4.10. A part of the budget items (ECU 88.200) shall be frozen for 4 months after the official starting date of the project in order to ensure financial capability for the construction of 1 dormitory, if needed.

After the four-month period elapses, the COSPE, in consultation with the ANC relevant structures, will verify the LGW student ac-

comodation and, if this has not been satisfactorily solved, it will allocate the frozen funds in the construction of 1 dormitory.

Otherwise, if all the plans proceed as foreseen, the funds will be utilized as indicated in the financial plan.

5.00 ANC INPUTS

5.1. ANC shall provide consultation, plans, technical data, premises, land and infrastructure for the project.

5.2. ANC shall provide the data needed to identify target needs of the beneficiaries and the requirements for recruitment of personnel.

5.3. ANC shall ensure the availability of staff for the LGW.

5.4. ANC shall give full support to COSPE in setting up and in everything needed for the implementation of the project, including all necessary forms of clearance for all COSPE personnel and other staff of the project, in accordance with the rules and regulations governing the presence of the ANC in Tanzania.

5.5. ANC shall ensure the cooperation of all relevant ANC structures and the possibility of utilizing the facilities and services of the Dakawa Camp during the implementation of the project.

5.6. ANC shall provide accommodation for the project staff, trainers and trainees; houses for the COSPE personnel and other experts and accommodation for consultants involved in the project.

5.7. ANC shall provide adequate premises for the implementation of the project, identified in the LG Factories and IVC-School area, namely:

- the leather and the Garment factories and all the existing machinery, equipment and building.

- a part of the ??School and Day Care centre to accommodate the classrooms, the dining room and the offices of the project

- some classrooms in the existing school, to be transformed into bedrooms for the students gf ru7d4d-

- the use of the kitchen of the school/ daycare centre, for the catering for the students

A more detailed plan of the required transformation of the premises will be drawn up in cooperation with the Construction Dept.

5.8. ANC shall guarantee its best efforts to accommodate and to cater properly the LGW students, in order to guarantee the proper possibility to implement the LGW trades.

5.9. ANC shall designate a Project Responsible who will be responsible for the COSPE Project (LGW and scholarships) and will liaise with other ANC structures.

5.10. ANC shall designate a VTC Principal, responsible for LGW te-

chnical and current matters: staffing, educational activities and running,

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5.11. The ANC will provide a Tutor, who will act as deputy of the VTC Principal, in charge of dealing with the LGW students, in day-by-day matters such as discipline, behaviour, attendance to the courses and to the educational, recreational and social activities of the LGW, absences, health controls: etc.

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6.00 COSPE INPUTS

6.1. COSPE is responsible for providing technical and administrative assistance for the implementation of the project.

6.2. COSPE will make available resources for the implementation and administration of the project as elaborated in the Budget and approved by the CEC (see Annex 2).

The items to be covered by COSPE inputs include:

a. Equipment and supplies for the carrying out of the LGW activities and its effective administration.

b. Allowances, salaries and wages for the project personnel, in accordance with the financial plan and the project approved by the CEC.

c. living expenses for the LGW trainees (within maximum number indicated by the financial plan:

d. Transportation costs of all equipment and supplies.

e. Vehicles for the use of LGW project and consultants (1 car and some bicycles). Another vehicle for the use of the COSPE coordinator.

f. Costs of planning and implementing the project including conducting the feasibility study and recruitment of staff and experts.

9. Administration costs

h. Unforeseen expenses within the limits of budget item n.7.

Considering that this project has been changed three times, a part of the feasibility cost should be charged on this budget item.

6.3. COSPE will provide a Coordinator for the project to cooperate with the ANC- Project Responsible and VTC Principal to provide professional, logistic and administrative support for the implementation of the activities. The Coordinator will be responsible for ensuring that all actions undertaken are in line with the CEC conditions of contract.

The Coordinator will be responsible for the administration of the project (In case of his/her absence one of the expatriate expert will be officially charged by COSPE as financial and administrative).

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6.3. COSPE will provide technical experts in Leather and Garment Production (total of 12 months/ person) to support the vocational training at LGW.

COSPE will provide a technical expert in maintenance (12

6.4.

months/ person) for the VTC, recruited preferably in the ACP countries.

6.5. COSPE will be, in consultation with the ANC, responsible for recruitment of experts and consultants in Europe.

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7. WORK PLAN AND TIME SCHEDULE

A detailed work plan for the running of the LGW and the implementation of the whole training programme will be prepared by the ANC Project Responsible and the COSPE Coordinator within 4 weeks of the commencement of the project in collaboration with all ANC relevant structures.

The plan will include a schedule of tasks and activities necessary to achieve the project's objectives, a time schedule for implementation, the staff and their precise job descriptions and salaries as well as a framework for the participation of all recruited personnel.

8.00 MONITORING, EVALUATION and REPORTING

The project will be subject to constant local monitoring by the ANC and COSPE through regular meetings (at a frequency to be determined) and to periodic (6 month) evaluation and review in accordance with the policies and procedures established by the CEC contract.

A progress report will be prepared after 5 months and a terminal report at the end of the project period. The reports shall be prepared jointly by the Project Responsible and Coordinator and submitted to COSPE and the ANC National Projects Department.

8. ANNEXES:

1. project text
2. budget and financial plan
3. organizational chart

The present agreement has been drawn up in 4 copies and countersigned as following

on behalf of ANC (name and position):

on behalf of COSPE (name and position):

Acknowledgment copies will be sent to: