CONTRACT

between

Norwegian College of Fisheries Science (NCFS) - University of Tromso (UoT)

and

Nha Trang University (NTU)

regarding

Improving Training and Research Capacity of the Nha Trang University, Vietnam - Phase 2

1. Preamble

WHEREAS the Government of the Kingdom of Norway ("Norway") and the Government of the Socialist Republic of Vietnam ("Vietnam") have entered into an agreement (the "Agreement") dated 6 June 2008 regarding Norway’s assistance to the project ‘Improving training and research capacity of the Nha Trang University, Vietnam –Phase 2 (the “Project”);

WHEREAS Norway, on the terms and conditions of the Agreement, will provide a grant (the “Grant”) to be used exclusively to finance the Project-phase 2;

WHEREAS representatives of Norway and Vietnam shall meet annually, preferably in February to review the implementation of the Project, assess the priorities, approve work plan and the financial requirements for the coming year and other tasks/activities to be included in the Project;

WHEREAS the Nha Trang University (NTU) will represent the Ministry of Education and Training and be responsible for the implementation of the Project;

WHEREAS the Norwegian College of Fisheries Science – University of Tromso (NCFS/UoT), as stated in Article II of the Agreement, representing the Norwegian
Academia Consortia, consisting of NCFS / UoT, Norwegian University of Science and Technology (NTNU) and University of Bergen (UoB) regarding institutional co-operation and coordination of technical assistance from the Norwegian and international collaborating partners, will enter into a contract (the “Contract”) with the University of Fisheries, regarding institutional co-operation on the implementation of the Project;

WHEREAS the Agreement will take precedence over this Contract;

NOW THEREFORE NTU and the NCFS have agreed as follows:

2. Scope and Objectives
2.1 The Goal of the project phase 2 is improved training and research at NTU makes significant contribution to meeting human resource needs in the fisheries and aquaculture sector in Vietnam.

2.2 The Objective of the Project is improving delivery of research and training services of NTU to fisheries and aquaculture in Vietnam.

2.3 The following tasks, as further outlined in Annex I attached hereto, will be implemented by both Parties under this Contract:

The overall aims are:
Improving institutional management capacity of NTU in research and educational administration; with emphasis on improving the learning development, knowledge management and develop leading scientists for conducting research - based education;

The sub-goals will be:
- Training, research capacity and fishery policy advice of the Faculty of Economics improved to national level.
- Training and research capacity of the Faculty of Aquaculture improved to ASEAN regional level.
- Research, application and service provision of Institute for Biotechnology and Environment developed to national level.
- Training and research capacity of the Faculty of Fishing Technology and Navigation improved to ASEAN regional level.
- Improved cost effectiveness of university management and support services.

2.4 The Grant, which is subject to appropriations from the Norwegian Parliament, will not exceed NOK 13.200.000 (Norwegian kroner thirteen million and two hundred thousand only). The tentative budget allocations for the tasks referred to in Clause 2.3 above to be covered by the Grant are outlined in the Inception report of 36 months from November, 2008.
2.5 The following documents, listed in order of precedence, shall be deemed to form and be read and construed as part of this Contract:


3. Project Management and Co-ordination

a. NTU and the Norwegian partners headed by NCFS shall meet at an annual Project Management Meeting, preferably in December every year, in order to:
   - Agree on annual work-plan and budget, revised annual work-plan and budget
   - Agree on reports to Annual meeting (between the Norwegian Embassy in Hanoi and NTU) on project progress and use of funds.
   - Agree on proposals for changes to work-plans and budgets.
   - Agree on corrective actions as necessary to carry out the project

Decisions made in the Project Management meeting shall be recorded and submitted to the Annual meeting for approval. The meetings are called and relevant documentation supplied by NTU at least 4 weeks before the Project Management Meeting. The Annual Project Management meeting will have to be conducted minimum 4 weeks before the Annual Meeting between Norway and Vietnam.

b. A Project Management Board (PMB) will be established to implement and monitor the Project. The PMB is headed by the National Project Director.

The members of the Project Management Board are:
   - Rector of NTU (National Project Director)
   - Coordinator
   - Chief Technical Advisor (CTA)
   - Team Leaders
   - Chief Accountant
   - Secretary

4. Obligations and Responsibilities of the Parties

4.1 Information

The Parties shall keep each other currently informed about all matters of importance relevant to the overall co-operation and the implementation of the tasks to be performed under this Contract.

4.2 Personnel

NCFS shall make available sufficient and qualified personnel and shall carry out their obligations in accordance with the highest professional standards. If any problem arise or is expected to arise, NTU shall be notified immediately in writing.
NCFS shall appoint a Chief Technical Adviser (CTA), who will assist the Project Management Board (PMB) in implementing the project activities. The terms of reference for the CTA are further specified in Annex 2 to this contract.

NTU shall make available sufficient and qualified personnel to co-operate with NCFS and its personnel on the activities to be implemented under this Contract, and shall facilitate and make sure that the personnel is available for carrying out necessary preparations and follow-up tasks in connection with the co-operation. If any problem arise or is expected to arise in this respect, the Norwegian partners / NCFS shall be notified immediately in writing.

Before sending personnel to Vietnam, NCFS should send his/her work plan including date, duration of the trip and the activities to be performed in Vietnam during the trip to the NPD for written approval.

Upon completion of the assignment in Vietnam, the time sheet of the personnel shall be certified by the NDP or his delegate.

Should it become necessary to replace NCFS or NTU personnel, the Party concerned shall forthwith arrange for replacement with a person with comparable experience and without delay notify about the replacement.

The Party requesting the replacement shall be responsible for the financial consequences thereof, except in cases when such personnel are replaced for reasons of misconduct, incapability to perform or violation of instructions and local laws and regulations in which case the Party concerned shall be responsible.

4.3 Nha Trang University (NTU)

NTU is responsible for the planning, administration and implementation of the Project and for the adherence and implementation of the decisions taken and budget allocations approved at the Annual Meetings referred to in Article IV of the Agreement.

To implement project, NTU has established a Project Management Board (PMB) under leadership of a National Project Director (NPD). Rector of the NTU has been appointed as a NPD.

4.3.1 NTU shall:

- Provide NCFS with access to data and information, such as relevant documents, reports, drafts, and other information and data for Project management purpose, and in pursuance of the confidential prescript of Vietnam. Data and information available only in Vietnamese language will, if requested, be translated into English.
- Assist Norwegian partners / NCFS in obtaining all necessary permits, licences and permissions referred to in Article IV of the Agreement.
- Provide, free of charge adequately sized, furnished, services, and air conditioned office accommodation for the personnel of NCFS or other personnel contracted under the Project.
- Provide local transport by road for NCFS-personnel or assigned personnel for the purpose of realisation of the project while in Vietnam
- Fulfil its obligation according to the Article IV in the Agreement.

4.4 NCFS

4.4.1 NCFS shall:

a. Ensure that the Norwegian staff to travel to Vietnam for co-operative purposes possesses the best competence available, both regarding disciplinary issues as well as communication towards and with the Vietnamese counterparts. NCFS will work closely with NTU to secure the best possible preparation and update on Vietnamese relations, culture and working conditions.

b. Co-operate fully with NTU to ensure that the Goal and Objective of the Project (alt. tasks referred to in Clause 2.3 above) are successfully accomplished and monitor the services to be performed by sub-contracted consultants.

c. Provide and furnish to NTU with the reports specified in Clause 6 below.

d. Arrange for medical insurance for its personnel covering medical treatment, hospitalisation, home transport etc. during the period of absence while posted in Vietnam.

e. Assist NTU personnel in obtaining accommodation facilities when visiting Norway, as well as visa and other permissions necessary for their stay in Norway.

4.5 International travels

All international travels shall be agreed upon between the Parties (and shall be formalised through a Terms of Reference (TOR), which shall include a work plan and budget.

5. Procurement

a. NTU undertake to perform all their procurement under the Contract in accordance with generally accepted principles and good procurement practice in accordance with Vietnam’s procurement regulations.

NTU may delegate NCFS to enter into contracts with companies/persons outside NCFS, either locally or elsewhere, for the procurement of special services needed to be implemented in the project. Such contract shall be sent to NTU for approval before signing. The procurement of goods and services shall be performed in accordance with Article V of the Agreement

6. Reporting

For the Project Management Meetings, NTU will provide reports stating:

a. Progress for the project activities compared to work-plans
b. Status of indicators to measure success.
c. Use of input compared to planned budgets.
d. Statements of deviations to agreed work-plans and budgets.
e. Proposals for changes to existing work-plans and budgets for the coming year.

NTU will provide work-plans and budgets for the coming year.

NCFS will assist NTU in developing the above reports on request.

NCFS will also provide semi-annual periodic reports by the end of June and end of December, stating achievements compared to work-plans and budgets.

7. Remuneration
NCFS shall be paid for the services performed and the costs incurred in conformity with the procedure set out in Clause 8 below and at the rates set out or referred to in the Clauses 7.1 and 7.2 below.

7.1 Short term personnel
The services carried out in Norway or Vietnam by the scientists/professors of Norwegian partners/NCFS will be remunerated on the basis of the following hourly rates:

NOK500 per hour
Working time is calculated for 8 hours a day and 5 days a week.

*These tariffs are according to staff from the University of Tromso, Bergen and the Norwegian University of Technology and Science. Rates may be changed for people on particular contracts outside these institutions, but that will be agreed in each case. The rate is according to salaries levels for 2008. Rates will be changed according to the annual increases in the Norwegian remuneration system.*

7.2 CTA

The services carried out in Norway or Vietnam by the CTA will be remunerated on the basis of the following hourly rate:

NOK 500 per hour
Total annual working hours for CTA is 320.
Working time is calculated for 8 hours a day and 5 days a week.

7.3 Administrative support by the International office at NCFS

The administrative support services carried out by the International office at NCFS will be will be remunerated based on 160 hours annually. The hours can be discussed and agreed in annual meeting based on the workload and budget availability.
7.4 Travels and Subsistence allowance
Travel expenses, per diem and night allowances in connection with international travels will be covered in accordance with the applicable Norwegian Government Regulations and Tourist/Economy Class. Prior written approval if purchasing full fare international air ticket shall be attained from the NDP. Travel expenses in Vietnam shall be covered according to documented costs.

7.5 Miscellaneous costs
Other expenses up to the limits set forth in the budget or included in annual (Semi-annual) budgets approved at the Annual Meetings will be reimbursed at cost, upon documentation. Unforeseeable expenses can only be utilised in agreement with the NTU.

8. Invoicing
8.1 NCFS will submit invoices within three months after the work has been carried out to NTU for approval and payment. The invoices submitted after three months will not be considered for payment. The invoices shall be certified by the person responsible for the Project in NCFS stating that the invoiced expenses are in accordance with this Contract.

8.2 All original documentation will remain at NCFS, but copies will be submitted to NTU on request. For travels the invoices shall, in addition to the total cost, provide name of person, duration and purpose for each trip.

8.3 NTU shall effect payments to NCFS within 30 days after receipt of invoices. The invoices shall be verified by the Project Chief Accountant before payment is made. Overdue payments on undisputed invoices or parts of invoices issued by NCFS according to approved work plan and budget should after 30 days be subjected to payment of interest. The interest rate and practice is agreed between the partners according to normal business practice and is for this contract set to 2 % per beginning month.

8.4 All payments shall be made directly to the bank account designated by NCFS.

8.5 If any item or part of an invoice rendered by NCFS is disputed or subject to question by NTU, the payment by NTU of the remainder of that invoice shall not be withheld on these grounds.

8.6 All costs with regard to local expenditures in connection with this Contract shall be covered by NTU.
9. Contracts with entities outside NCFS or NTU ("Sub-contracts")

Any Sub-contracts to be entered into by NCFS or NTU shall be made with duly qualified entities and NCFS or NTU shall retain full responsibility for all services it is committed to render under this Contract.

All Sub-contracts entered into by NCFS shall be sent to NTU for approval.

All Sub-contracts shall be submitted to the Norwegian Embassy in Hanoi for approval.

10. Liability

10.1 Between the Parties:
   a. NTU and NCFS have no legal or financial liability for damage or loss occurring in connection the Project, such as damage or loss due to inexpert use of NTU's / NCFS's equipment, faulty computer software or other factors comprised by the Project according to the present Contract.
   b. Each party shall keep the other Party indemnified with regard to damage to own personnel and damage to or loss of own possessions, irrespective of weather the other Party has contributed to the damage or loss.

10.2 With regard to third party.
   a. NTU has no legal or financial liability for damages or loss incurred by third parties as a result of NCFS's actions or decision pursuant to sub-contract or otherwise, except when such damage or loss is due to faults or failure in NTU's own equipment.
   b. NCFS can not incur NTU any liabilities or waive any rights on behalf of NTU without written authority.

11. Compliance with local laws

While carrying out the assignment under this Contract the personnel and entities engaged by NCFS shall comply with the laws of Vietnam and NCFS will take prompt corrective action with regard to any violation by such personnel and entities. The same applies to the personnel and sub-contractors of NTU when carrying out assignments in Norway.

12. Execution of the Contract

The Parties declare their commitment to counteract corrupt practices in the execution of the Contract. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of the Contract, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice.
13. **Amendments**
No amendments of this Contract shall be made unless by written agreement signed by the parties. Such amendments will become effective when approved in writing by the Norwegian Embassy in Hanoi.

14. **Entry into force and Duration**
14.1 This Contract shall enter into force when signed by both Parties and approved in writing by The Norwegian Embassy in Hanoi.

14.2 This Contract shall remain in force until the expiration or termination of the Agreement, or as agreed between the Parties.

15. **Termination**
15.1 Each Party may terminate this Contract by giving three months' written notice to the other Party, with copy to The Norwegian Embassy in Hanoi.

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

15.3 In the event of termination NCFS shall be entitled to payment for services satisfactorily performed and expenses properly incurred prior to the date of termination.

16. **Settlement of Disputes**
16.1 If any dispute arises relating to the implementation or interpretation of this Contract, there shall be mutual consultations between the Parties with a view to secure a successful implementation of the Project, or the activities referred to this Contract.

16.2 Any disputes in connection with this Contract which cannot be solved amicably, shall be referred to the Annual Meeting referred to in Article II in the Agreement. The Parties shall accept the decisions taken at the meeting.

In witness whereof, the undersigned, acting on behalf of their respective institutions, have signed this Contract in two originals in the English language.

\[Signature\] ................................. .................................

For........................................ For........................................

Date: 31 December 2008 Date:
Annex 1
Agreed Project Summary

Phase 2 Goal
*Improved training and research at NTU makes significant contribution to meeting human resource needs in the fisheries and aquaculture sector in Vietnam*

**Indicators to measure achievement of the goal of phase 2**
- By 2012 and beyond NTU is increasingly able to satisfy demands of private and public sector for human resources in fisheries economics, environment and biotechnology, aquaculture, and marine resource management (8 Ph.D, more than 20 Masters trained from Norway and Vietnam and large number of staff will join short training courses in order to increase training and research capacity specifically in training capacity, research and technology transfer, short course training services in the field of economics, aquaculture, marine biotechnology and marine resource management).
- Increased 20 percentage of NTU graduates employed in the fisheries sector by 2012 as compared to 2007.
- By 2012 and beyond, recognition of NTU graduates in public and private sector demonstrated by repeat demands for services in comparison with other institutions.
- For gender development, the number of female staff joining the training and research activities from the project should be considered increasingly compared to phase 1.

**Objectives**
We propose the following objectives, each of which will correspond to a component of the project, and for each of which we have developed a subsidiary log frame:

1. Training, research capacity and fishery policy advice of the Faculty of Economics improved to national level.
2. Training and research capacity of the Faculty of Aquaculture improved to ASEAN regional level.
3. Research, application and service provision of Institute for Biotechnology and Environment developed to national level.
4. Training and research capacity of the Faculty of Fishing Technology and Navigation improved to ASEAN level.
5. Improved cost effectiveness of university management and support services.

**3.2 Project Outputs**
*Output 1: Training, research capacity and fishery policy advice of the Faculty of Economics improved to national level*
- 10 softwares and 70 textbook titles (10 books/book title)
- Sandwich PhD training for 3 staff
- 3 papers in regional journals from 3 post doctoral fellowships
- 8 courses and 10 potential trainers
- 2 MSc courses conducted at NTU by Norwegian experts
- 100% achievement of the standards set by the University and MOET
- 4 papers published in the international journals; 4 papers published in the national journals/national proceedings
- Respond to 2 requests from national or provincial government for consultancy or advice
- Respond to 2 requests from private sector for consultancy or advice
- 4 attendances and 2 presentations at international conferences

Output 2: Training and research capacity of the Faculty of Aquaculture improved to ASEAN regional level

- 1 PhD will be trained in Vietnam
- 1 PhD will be trained in Norway in sandwich model
- 1 Master to be trained in Norway
- 8 Master to be trained in Vietnam
- Updated and revised BSc curriculum in fish pathology and environmental management
- Updated and revised MSc curriculum in Aquaculture
- 5 textbooks in aquaculture area to be published for BSc and Master students
- PhD students to be involved in research projects of the component
- Research completed by 2012
- 1 MSc and 1 PhD candidate engaged and accomplished their theses throughout each research project.
- Each research project will have 2 international papers and 2 domestic papers
- 3 staff to attend short courses on technical research/analytical methods abroad
- At least 4 papers in international journals
- At least 4 papers in national fisheries magazine
- At least 4 presentations at international conferences

Output 3: Research, application and service provision of Institute for Biotechnology and Environment developed to national level

- 01 PhD training in Norway
- 01 PhD training in Vietnam
- 02 staff trained in intensive techniques in marine biopolymer at NTNU
- 06 staff trained on courses elsewhere in Vietnam
- Two PhD and their theses in line with research project of the Component.
- 03 papers based on research results published in international journals.
- 01 presentation at international conference.
- Purchase some reference books and articles relating to biopolymer and their applications
- 06 participants in international conferences
- 04 staff getting studying tour
- 03 new techniques developed
- Keeping alive for the laboratory gained VILLAS 17025 in phase 1.
Output 4: Training and research capacity of the Faculty of Fishing Technology and Navigation improved to national level.

- 1 PhD trained in Norway in sandwich model
- 1 MSc trained in Norway
- 1 paper published on international journal
- 1 paper published on national journal

Note:
Because of specific characteristic of Faculty, there are not female staffs. So, we recommend male staffs for performing all activities.

Output 5: Improved cost effectiveness of university management and support services

- By 2008, IQA system and strategies developed
- By 2009, two software will be written, applied on monitoring of training and testing activities, and applied in Science & Technology Management
- By 2010, 20% subjects have test banks
- By 2011, NTU is successfully accredited by MOET
- By 2010, 29 undergraduate programs of NTU will be revised and updated
- By 2011, the curricula of all specialized subjects in 29 undergraduate programs are designed or upgraded.
- By the end of 2008, All English teachers on NTU will be trained on teaching and learning based on TOEIC
- By the 2009, students' English competence will be assessed based on TOEIC
- At least 20 teaching staff receive annually international certificates in English
- By 2011, at least 50% of teachers have evidence of applying active teaching/assessment methods
- By 2011, Library has 1.5 books/student (0.7 at present)
- By 2011, library services are ranked Good or above overall based on staff and students feedback
- By 2011, at least 8% of students ranked Good and above (currently 5%)
- Annually in second phase, we will organise specialized clubs (English, teaching methodology,...) to enhance capacity of students in learning and of teachers in teaching.
- Biennial workshops among VFiNET members organized
- Yearly research bulletin published
- By 2011, at least 3 MoU on training cooperation affiliated with foreign partners established
3.3. Project activities
To achieve the above-mentioned outputs and reach the indicators, the following major activities need to be carried out (detailed sub-activities are reflected in the work plans in Annex 2):

**Component 1: Faculty of Economics**

1.1 Purchasing teaching supporting softwares and reference books
1.2 PhD training abroad, post doctoral research program, short training courses, and advanced thematic courses
1.3 Training courses in teaching methods and skills (component 5)
1.4 Two research projects, disseminating research findings, policy advice
1.5 Participate in international conferences and study tour abroad

**Component 2: Faculty of Aquaculture.**

2.1 Masters and PhD training
2.2 Review and update BSc and MSc training curriculum
2.3 Write and publish training materials
2.4 Implement 2 research projects with input from Norwegian advisors and PhD students: Nutrition and Disease projects
2.5 Development of specific technical research/analytical skills
2.6 Disseminate research results

**Component 3: Institute for Biotechnology and Environment**

3.1 Doctoral and Masters training
3.2 Post doctoral training
3.3 Conducting 1 research project on marine biopolymer from fishery waste (chitin-chitosan from shrimp waste)
3.4 Improved research and technical skills
3.5 Improve laboratory
3.6. Participate international conference and study tour abroad

**Component 4: Faculty of Fishing Technology and Navigation**

4.1 PhD training abroad
4.2 MSc training abroad
4.3 Implement 01 research project with the consultants/ inputs from International expert with the emphasis on fisheries management

**Component 5: Increased Capacity of University Management**

5.1 Improving NTU quality assurance system
5.2 Upgrading NTU’s undergraduate programs
5.3 Teaching and learning based on TOEIC
5.4 Training courses and workshops
5.5 Library resources improvement
5.6 Student learning support
5.7 Expansion of national & international relations
Component 6: Project Implementation and Management

6.1 MOET-NORAD-the Royal Norwegian Embassy meeting (Annual meeting)
6.2 NTU-NCFS meeting in Tromso and visiting all Norwegian (2 times)
6.3 NTU-NCFS meeting (1 times in NTU)
6.4 Midterm review
6.5 Final meeting
6.6 Project administration
Annex 2
Title: Chief Technical Advisor
Duration: 320 hours a year and for 3 years.

Duty:
With reference to the Agreement the consultant will act as a representative of NCFS regarding institutional co-operation. The consultant will act as a Chief Technical Adviser (CTA) for the Project and be the coordinator of all Technical Assistances (TA) from UoT, NTNU, UoB and assist the National Project Director (NPD), the Project Coordinator (PC), the Component Team Leaders (TL’s) in planning, budgeting and implementation of the component activities, in preparation and evaluation of tenders and assist in hiring TA. Included in the duty of CTA is also being consultant for Component 6: “Project Management”, the purpose of which is together with PC to perform field monitoring of the progress of all components as well as to ensure that the synergies of an inter-departmental approach within each component are developed.

Qualification and experiences:
The consultant will be an experienced person well-versed in matters related to implementation, coordination and monitoring of international multidisciplinary development projects, as well as research and development issues in fisheries sector. In accordance with the Agreement, NCFS shall appoint the CTA to be approved by NTU.

Specific terms of reference:
The CTA refers to the PC. The CTA is a member of the Project Management Board, which has the overall responsibility for the implementation and monitoring of the Project. The specific terms of reference for the CTA are to:

a. Assist NPD and PC in the management of the project;
b. Assist in preparing an inception report describing possible revised project activities and budgets as well as work plan and budget for the remaining calendar year in conjunction with NPD, PC and TL’s;
c. Help identify consultants/experts and develop TORs.
d. Be in charge of and supervise TA;
e. Work with TA with a view to optimising transfer of knowledge to staff and researchers in Project;
f. Ensure that findings and recommendations in TA mission reports are discussed with PC and TL’s and that feedback is given to TA;
g. Assist PC in supervision of TL’s and Project staff;
h. Assist PC in preparing an Annual Workplan and budget in conjunction with NPD and TL’s.
i. Assist PC in preparing Annual Technical Progress Report in conjunction with NPD and TL’s;
j. Supervise the preparation and help improve quality of annual reports, mid-term evaluation and final evaluation.

k. Assist PC in organizing Project Management meetings ahead of Annual Meetings and represent NCFS in the PMU;

l. Assist in preparing and organizing Annual meetings and seek approval of budgets in conjunction with NPD and PC;

m. Assist PC in quality assurance of any deviations from the approved budget in the 6-monthly financial reports – in conjunction with the Project Chief Accountant and TL’s;

n. Assist PC in preparing 6-monthly requests for disbursement from the Grant based on the approved Annual Work-plan and Budget and financial reports in conjunction with PC and Project Chief Accountant.

o. Review project progress and advise NPD and CL accordingly every six months.

p. Assist PC in preparing the Final Report or if there is a need, the documentation from 2nd phase in conjunction with NPD and TL’s;

q. Assist NPD in organizing the Mid-term and End Reviews in conjunction with PC.