

Nordic Consulting Group
Fridtjof Nansens Plass 4
0160 Oslo

Att: Jens Claussen

Dear Sir,

With reference to previous contact we have the honour of proposing the following for your consideration:

White
Trond

Consultancy contract between the Norwegian Embassy in Dar es Salaam and Nordic Consulting Group concerning Support under GBS Leadership

1. The assignment

Nordic Consulting Group (the Consultant) is hereby engaged by the Norwegian Embassy in Dar es Salaam (the Client) to carry out the assignment described in the enclosed Terms of Reference (ToR). The assignment shall be carried out by Jens Claussen during the planned period November 1, 2009 to April 30, 2011. Change of personnel or use of sub-contractors may only take place upon the Client's prior written approval.

The Consultant shall carry out the assignment with due diligence and efficiency, and contribute to a positive dialogue and good cooperation with any third parties involved. He shall notify the Client immediately in writing of any circumstances that may cause delays, prevent or in any way significantly influence the implementation of the assignment.

2. Reports

The Consultant shall submit the following reports in English to the Client:

- Draft and final reports based on agreed written assignments
- Draft summary report on the assignment by June 30, 2011,
- Final summary report to the Embassy within two weeks after the Consultant has received comments on the draft report

3. Corruption, compliance with laws, etc

The Consultant shall:

- Refrain from any illegal or corrupt practices, hereunder, refuse any offer, gift, payment or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice,
- to the extent compatible with any professional standards of researchers in form the Client of any indication of corruption or misuse of Norwegian aid funds that comes to his attention during the course of the assignment,
- comply with the regulations on secrecy in the Norwegian Public Administration Act (Act of February 10, 1967), and not divulge any confidential information to third parties and sign the Client's standard declaration to that effect,
- comply with any other applicable laws and regulations, and take prompt corrective action with regard to any violation thereof brought to his attention. Hereunder, the Consultant is responsible for fulfilling any applicable registration requirements, and is responsible for

all payments, statements and reports required by the authorities in Norway or other countries in connection with the assignment and his operations.

4. Remuneration and reimbursement of costs

The work shall be remunerated at a daily rate of USD 860 for Mr Claussen (exclusive of any value added tax). The daily rate includes the Consultant's profit and social and administrative costs. The work shall not exceed 192 working days.

In addition, the following costs, not to exceed USD 50.000,- (inclusive value added tax), will be reimbursed by the Client:

- Travel Oslo-Dar es Salaam x 6.
- Hotel cost Dar es Salaam Mr. Claussen (according the Norwegian Government's rates)
- Board for Mr Claussen (according the Norwegian Government's rates)

The travel and subsistence costs for agreed travels shall be covered by the Client in accordance with the Regulations for Traveling Abroad at the Norwegian Government's Expense.

No further costs will be reimbursed under this Contract.

5. Invoicing and payment

The Consultant shall submit invoices regularly to the Client. Along with the invoice, the Consultant shall submit time sheets with a short description of work carried out, as well as receipts for any costs to be reimbursed by the Client.

Payment shall be made within 30 days to a bank account designated by the Consultant upon approval of the invoice and provided that any reports due according to Article 2 have been submitted.

6. Intellectual property rights

The Client shall be the sole owner of all work, materials and other results (the Result) generated through the assignment, including the sole owner of any intellectual property right thereto. The Consultant is not entitled, without the prior written approval of the Client, to use the Result. However, the Consultant may refer to the Result in research carried out by himself.

The Consultant undertakes to hold the Client harmless against any claims from third parties claiming to own (parts of) the Results.

7. Liability

The Client shall not be liable - financially or in other ways - to companies or individuals engaged by the Consultant. Further, the Client shall not be liable to any third persons for any harm or loss incurred as a result of acts or omissions of the Consultant or his contractors.

The Consultant shall obtain and maintain adequate insurances in connection with the execution of the assignment.

8. Breach of contract

Failure by the Consultant to carry out the assignment in accordance with this Contract constitutes breach of contract. Without prejudice to any other legal remedies available, the Client shall be entitled to a compensation corresponding to actual or estimated costs by having any remaining work done by another consultant, as well as to compensation of any foreseeable loss as a result of the breach.

Moreover, each party may terminate the Contract with immediate effect if the other party is in material breach of the Contract, or it is evident that such breach will occur. The

Client may also terminate the Contract with immediate effect if the Consultant becomes bankrupt or is deemed to be insolvent, or if the Consultant in the judgment of the Client has been engaged in corruption, fraud or similar.

9. Termination

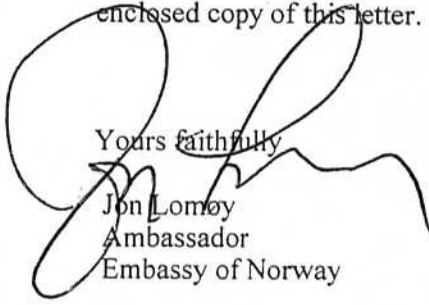
The Client may terminate the whole or parts of the Contract with a 14 days notice, in which case the Consultant shall exert his best efforts to bring the work to an end in a prompt, orderly and economical manner. The Consultant shall deliver to the Client any plans, documents or other material generated during the course of the assignment. The Consultant shall be entitled to remuneration for work carried out and reasonable reimbursement of costs incurred upon terminating the assignment.

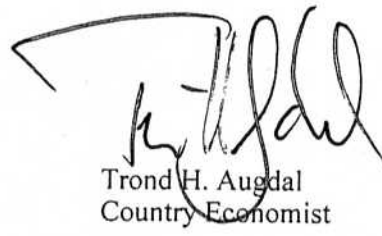
Article 6 on intellectual property and other relevant articles/sections, for instance the duty of secrecy stated in Article 3, survive any termination of the Contract, be it in accordance with Article 8 or 9.

10. Settlement of disputes

Any dispute in connection with this Contract that cannot be solved amicably shall be referred to the competent Norwegian court and settled in accordance with Norwegian laws.

If the foregoing is acceptable, we suggest that this letter together with your written affirmation of acceptance shall constitute the contract between NCG and The Norwegian Embassy in Dar es Salaam. Please state your affirmation by signing and returning the enclosed copy of this letter.


Yours faithfully
Jon Lomøy
Ambassador
Embassy of Norway


Trond H. Augdal
Country Economist

Enclosure: Terms of Reference

The terms and conditions of the Contract are accepted.

Place:

Date:

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Name:

Title:

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Company:

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ROYAL NORWEGIAN EMBASSY

Jens Claussen
Nordic Consulting Group
Fr. Nannsens Plass 4, 0160 Oslo
Norway

Your ref.:
Non cost extension cons

Our ref.:
200900373-

Date:
19 August 2011

Dear Mr. Claussen,

Consultancy contract between the Embassy of Norway in Dar es Salaam and Nordic Consulting Group concerning support to the GBS chair-non cost extension

Reference is made to the contract between the Embassy of Norway in Dar es Salaam and Nordic Consulting Group on "support to the GBS chair", dated 4.11. 2009.

The contract expired on 30.07.2011. We suggest based on the ongoing commissioned analytical work still to be finalized as well as the need for the sharing of some of this work here in Dar es Salaam with relevant partners that the contract is extended until 30.12.2011. Since there is still sufficient funding available under the existing contract to cover the anticipated costs for this remaining period, we propose a non cost extension.

If you accept this proposal, we suggest that this letter and your written confirmation thereto shall constitute an addendum (non cost) to the contract for the assignment. Such confirmation may be given by signing the enclosed copy of this letter and returning the copy to the Royal Norwegian Embassy in Dar es Salaam.

Yours faithfully,

[Signature of Anne Kristine Hermansen]

[Signature of Olav Lundstøl]

Anne Kristine Hermansen

Olav Lundstøl

Minister Counsellor

Country Economist

Place: Dar Es Salaam, Tanzania Date: 19/8-2011

For Nordic Consulting Group:

Signature:

Name in Block Letters:

Title:

[Signature of Jens Claussen]
JENS CLAUSSEN
P.A.F.NOR

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