



ROYAL NORWEGIAN EMBASSY

Dar es Salaam, 22 September 2010

Our Ref. 2010/849- TAN-09/089

Kirkelig Kulturverksted
v/Berit Hunnestad, Prosjektleder Visuell kunst
Postboks 4684, Sofienberg
0506 Oslo
Norway

Dear Berit Hunnestad,

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

Consultancy contract between The Royal Norwegian Embassy (RNE) and Kirkelig Kulturverksted concerning exhibition with artist Salum Kambi.

1. The assignment

Kirkelig Kulturverksted (the Consultant) is hereby engaged to arrange an exhibition in Dar es Salaam and thereafter in Kulturkirken Jakob in Oslo consisting of 20-25 paintings by Tanzanian artist Salum Kambi and furthermore make a catalogue of the paintings and put them for sale.

The assignment shall be carried out by Kirkelig Kulturverksted under the Leadership of Berit Hunnestad during the period September – November 2010 and in accordance with the project proposal. Change of Leadership 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. The Consultant 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 and financial statements

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

Within 10 December 2010 Kirkelig Kulturverksted shall submit to RNE progress report for the Project. A final report shall be submitted by 31 March 2011. The reports shall give information on the fulfillment of the plans and objectives mentioned in the Project Document, any deviations (positive or negative) and problems encountered.

Within 31 March 2011 Kirkelig Kulturverksted shall submit to RNE certified financial statements showing income and expenditures for the Project. The certification shall be done by the accountant and the Director of Kirkelig Kulturverksted. The statement must itemize expenses as in the budget below.

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,
- Inform 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),
- 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 Grant, up to NOK 160,000 shall be used exclusively to finance the Project, according to the description and the budget in the Project Document.

The budget:

Item	Cost (NOK)
Project management KKV	10,000
Exhibition in Oslo (rental of exhibition space and security)	35,000
Insurance	2,000
PR and opening event	30,000
Installation of the Exhibition	10,000
Unexpected expenses	2,000
Travel Kambi, including visit to institutions in Norway and Denmark	15,000
Pr. diems Kambi, 10 days, average NOK 1,000	10,000
Exhibition in Dar es Salaam	25,000
Contingency	10,000
Adm fee	11,000
Total:	160,000

No further cost will be reimbursed under this Contract.

80% of the Grant will be disbursed upon the signing of the Contract. The final up to 20% will be disbursed upon request after completion of the project and approval of the reports mentioned in Clause 2.

The travel and subsistence costs for agreed travels shall be covered by the Client within the frame mentioned above and in accordance with the Regulations for Domestic Travel/Travelling Abroad at the Norwegian Government's Expense.

With regard to travels, the cheapest alternative shall be chosen, e.g. Economy/Excursion tickets. If accommodation is provided by the Client, no allowance for accommodation will be granted.

5. Payment

The funds will be transferred to the following bank account in Nordea Bank:

Acct name: Kirkelig Kulturverksted
Acct no: 6022 05 28610
Bank: Nordea Bank

Kirkelig Kulturverksted shall immediately, in writing, acknowledge receipt of the funds. The date of receipt shall be stated.

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 Result.

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.

The Consultant will be responsible for the due and full payment of any and all taxes imposed by the Tanzanian government in relation to the production of this exhibition.

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 upon 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.

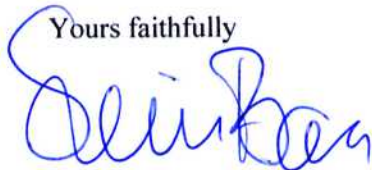
10. Settlement of disputes

Any dispute in connection with this contract that cannot be resolved amicably shall be referred to the competent Norwegian court and settled in accordance with Norwegian law.

If the foregoing is acceptable, we suggest that this letter together with your written affirmation of acceptance shall constitute the contract between Kirkelig Kulturverksted and the Royal Norwegian Embassy. Please state your affirmation by signing and returning the enclosed copy of this letter.

Date and place: Dar es Salaam 22 September 2010

Yours faithfully



Svein Bæra
Minister Counsellor



Inger-Johanne G. Njau
Cultural Attaché

The terms and conditions of the Contract are accepted.

Date and place: Oslo 18.10.10



Kirkelig Kulturverksted
Prosjektleder Visuell kunst