



REPÚBLICA DE ANGOLA

MINISTÉRIO DOS PETRÓLEOS

**INSTITUTIONAL COOPERATION CONTRACT (ICC)**

**between**

**THE NORWEGIAN MINISTRY OF PETROLEUM AND**

**ENERGY**

**and**

**THE ANGOLAN MINISTRY OF PETROLEUM**

**related to**

**INSTITUTIONAL COOPERATION IN THE PETROLEUM**

**SECTOR**

WHEREAS the Government of the Kingdom of Norway (Norway) and the Government of the Republic of Angola (Angola), represented by the Angolan Ministry of Petroleum (MINPET), have been cooperating in the petroleum sector under two separate agreements, dated 31 July 1987 and 19 September 1991;

WHEREAS Norway has supplied technical assistance to MINPET through agreements signed 3 August 2000 and 4 October 2006, amended by an addendum dated 21 April 2011;

WHEREAS Angola has requested to continue cooperating with Norway on the petroleum sector in a letter dated 2 December 2011;

WHEREAS the Norwegian Ministry of Foreign Affairs (MFA) and MINPET have signed an agreement dated 29 July 2014 (the Programme Agreement). Under this Programme Agreement, development cooperation shall be rendered by Norway concerning the Strengthening of the Management of the Oil and Gas Sector of Angola (the "Programme");

WHEREAS MFA, on the terms and conditions of the Programme Agreement, intends to provide a grant (the Grant) to be used exclusively to finance the Programme;

WHEREAS MINPET will be responsible, on behalf of Angola, for the implementation of the tasks and obligations set out in the Programme Agreement;

WHEREAS the Norwegian Ministry of Petroleum and Energy (MPE) and MINPET (the Parties), on the basis of the Programme Agreement desire to enter into an agreement regarding institutional cooperation;

NOW THEREFORE MPE and MINPET agree as follows:

*M Lm*

## **Article I Scope and objectives**

1. This Institutional Cooperation Contract (ICC) sets forth the terms and conditions of the Parties' institutional cooperation as outlined in the Programme Document dated 29 July 2014..
2. The aim of the Programme is to strengthen the institutional mechanisms and capacities of MINPET in order to ensure a more effective management of the Angolan petroleum resources, properly coordinated and result-oriented.
3. The overall objective of the Programme is to contribute to achieving the objectives set for MINPET according to the National Energy Policy 2012-2017, to ensure:
  - Sustainable exploration and production of oil and gas;
  - Development of the country's oil and gas production capability;
  - Prudent management and safe exploitation of the country's oil and gas resources;
  - The highest possible value creation from the oil and gas activities to render revenues for the general benefit and well-being of the Angolan people;
  - Improved technological knowledge in the Angolan oil and gas sector.

## **Article II Programme Management**

1. Each Party may delegate wholly or partly their rights and responsibilities under this ICC to their respective subordinate institutions. The other Party shall be informed of such delegation with no undue delay. MPE will, through a separate letter delegate its rights and responsibilities under this Agreement to the Norwegian Petroleum Directorate (NPD) . Consequently, following such delegation, NPD will be responsible for the overall coordination and administration of the Programme on behalf of MPE.
2. MINPET and MPE shall designate a management team with a designated team leader to be the main contact point for any matter pertaining to this ICC and the Programme.
3. MINPET and MPE shall meet in the last quarter of each year prior to the Annual Meeting, ref. Article VI in the Programme Agreement, to finalize draft annual progress reports, work plans and budgets.
4. MINPET and MPE shall meet when necessary during the year in order to evaluate the progress and adjust the work plans.
5. In fulfilling their rights and responsibilities under this ICC, MPE and NPD shall cooperate closely with the Norwegian Petroleum Safety Authority (PSA), and the Norwegian Coastal Administration (NCA) (MPE, MCE, NPD, PSA, and NCA jointly referred to as the Participating Norwegian Institutions) and ensure coordinated participation of the Participating Norwegian Institutions,
6. The other Participating Norwegian Institutions shall, at their convenience, be represented in the management team and participate in meetings to be held under this ICC when topics of relevance are being planned and discussed. NPD shall coordinate the participation and contributions of the other Participating Norwegian Institutions.



7. All meetings shall be called and chaired by MINPET, who shall also be responsible for drafting Agreed Minutes from the meetings within two weeks and submitting them to the Participating Norwegian Institutions for comments and approval.

### **Article III Obligations and Responsibilities of the Parties**

1. The Parties shall keep each other informed about all matters of importance to the overall cooperation and implementation of the tasks to be performed.

The Parties shall make available sufficient and qualified personnel to carry out the tasks agreed under this ICC, who shall carry out their work with the highest professional standards. If any problem arises or is expected to arise, the Party concerned shall notify the other Party immediately in writing.

2. Should it become necessary to replace personnel, the Party concerned shall arrange for replacement with a person with comparable experience. The Party requesting replacement shall be responsible for the financial consequences thereof, except in cases where personnel are replaced for reasons of misconduct, incapability to perform or violation of instructions and local laws and regulations,.
3. While carrying out the tasks agreed under this ICC, the personnel and representatives engaged by either of the Parties shall comply with the laws of the respective countries and their subcontractors. The respective Party shall take prompt corrective action with regard to any violation by such personnel/representative and entities.

MINPET responsibilities:

MINPET shall:

- Be responsible for the planning, administration and implementation of the tasks referred to in the Programme Agreement Article I, Clause 1, in addition to adherence to approved work plans and budgets and decisions of the Parties;
- Provide the Participating Norwegian Institutions with access to all available and relevant reports and data required to undertake their tasks agreed under this ICC and, as appropriate, translate relevant data and information into English;
- Provide, free of charge, adequately equipped office accommodation with water main and heat/air conditioning to the personnel of the Participating Norwegian Institutions. The office facilities shall be equipped with, or have easy access to telephone and internet;
- Assist the Participating Norwegian Institutions in obtaining all necessary visa, permits, licenses and permissions referred to in Article IV of the Programme Agreement;
- Provide transport facilities when necessary.

MPE responsibilities:

MPE shall, also through the Participating Norwegian Institutions, as appropriate:

- Provide access to relevant Norwegian competence and experience;
- Procure external consultants as required;
- Assist the personnel of MINPET in obtaining accommodation facilities and local transportation when visiting Norway, including visa and other permissions necessary for their stay in Norway;
- Keep accounts and make financial statements covering all Programme expenditure covered by MFA's contribution. The accounts/statements shall be done in accordance with standard



accounting procedures of MPE/NPD and be audited by the Norwegian Auditor General according to standard procedures for NPD's accounts.

#### **Article IV Procurement**

Procurements made by MINPET under this ICC shall be carried out in accordance with the rules and procedures set out in the Programme Agreement, Article VIII. Procurements made by the Norwegian Participating Institutions shall be carried out in accordance with the Norwegian Act and Regulation on Public Procurement.

#### **Article V Reporting**

MPE shall assist MINPET in preparing the reports stipulated in Article VII of the Programme Agreement. MPE or NPD, as appropriate, may delegate all or parts of this task to one of the other Participating Norwegian Institutions.

#### **Article VI Remuneration**

1. Services carried out in Norway or Angola by personnel of the Participating Norwegian Institutions for less than six consecutive months (short term personnel), shall be remunerated on the basis of the following hourly rate set at NOK 1000 for the first year, and adjusted according to cost-price per person-labour year in accordance with Norwegian Government regulations for the subsequent years of the duration of the ICC. Field work shall be remunerated up to a limit of 42 hours per week.
2. For intercontinental journeys, the Participating Norwegian Institutions shall be entitled to a compensation equalling one working day of seven hours each way. Travel time during field work is billable within the weekly limit of 42 hours per week. There shall be no other compensation of travel time unless otherwise agreed.
3. Travel expenses and per diem in connection with international travels shall be covered in accordance with the applicable Norwegian Government Regulations or local agreements for the relevant Participating Norwegian Institution. Economy Class/Business Excursion tickets shall be used when practicable.
4. For personnel posted for minimum 6 consecutive months in Angola (long term personnel), the relevant Participating Norwegian Institution and MINPET will agree on the terms for remuneration within the limits of the approved budget.
5. Other expenses up to the limits set forth in the agreed annual budgets shall be reimbursed at cost. The original documenting vouchers shall remain at MPE or NPD, as appropriate.

#### **Article VII Invoicing**

1. The time sheets and the original documentation shall be kept at the relevant Participating Norwegian Institution, and may be subject to audit by the Norwegian Auditor General. Copies may, however, be submitted to MINPET on request. In the event of travels the invoices shall, in addition to the total costs, provide names of persons, duration and purpose for each trip.
2. MPE or NPD, as appropriate, shall submit invoices quarterly to MINPET for counter-signature. The invoices shall include the fees and expenses payable to all the Participating Norwegian Institutions. The invoices shall be certified by the person responsible for the Programme in MINPET and shall state that the invoiced expenses are in accordance with the Programme Agreement and this ICC.

3. MINPET shall, within 14 days of receipt, forward an electronic copy of the approved invoice to MFA for payment. MFA shall effect disbursement directly to a bank account designated by MPE or NPD, as appropriate, within 14 days of receipt of the approval from MINPET. MPE or NPD, as appropriate, shall distribute payments to the relevant Participating Norwegian Institutions.
4. If any item or part of an invoice rendered by MPE or NPD, as appropriate, is disputed or subject to question by MINPET, the approval by MINPET of the remainder of the invoice shall not be withheld on these grounds.
5. MFA may withhold disbursements at any time and claim repayment directly from MPE or NPD, as appropriate, in accordance with Article XI of the Programme Agreement.

#### **Article VIII Sub-contracts**

1. Any sub-contracts to be entered into by the Participating Norwegian Institutions shall be made with duly qualified entities, and the contracting entity shall retain full responsibility for all services it is committed to render under this ICC.
2. All sub-contracts whose value exceed NOK 1 million shall be submitted to MFA for information.

#### **Article IX Liability**

MINPET shall not be liable, financially or in other way, to companies or individuals engaged by the Norwegian Participating Institutions. Neither MPE nor the other Participating Norwegian Institutions shall be liable, financially or in other ways, for the consequences of their technical advice or decisions made by MINPET.

#### **Article X Copyright**

The copyright to all documents, etc. prepared by the Participating Norwegian Institutions or any personnel engaged by them under this ICC stays with MINPET. MFA, MPE and the other Participating Norwegian Institutions shall have the right to use any documents produced under this ICC in their work. Such use shall be free of any royalties or other forms of payment.

#### **Article XI Corruption**

1. The Parties shall cooperate so as to ensure that the aim of this ICC as set out in Article I 2) is successfully reached.
2. The Parties declare their commitment to counteract corrupt practices in the execution of this ICC. Further, the Parties commit themselves to not accept, either directly or indirectly, as an inducement or reward in relation to the execution of this ICC, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. Any such practice will be grounds for cancellation of the Programme Agreement and this ICC.
3. For the purpose of the previous point, the Parties agree to mutually inform each other in case there is any indication of misuse of the resources made available to the Programme.
4. The Parties further agree to undertake to take legal measures and activate all internal mechanisms deemed necessary to stop and investigate any suspicion of financial irregularities



and to have prosecuted in accordance with applicable law any person suspected of corruption or other intentional misuse of resources.

#### **Article XII Entry into Force – Duration – Amendments**

1. This ICC shall enter into force when signed by both Parties and approved in writing by MFA. This ICC shall remain in force as long as the Programme Agreement remains in force, or for a period agreed by the Parties.
2. Any amendments to this ICC shall be in writing and be signed by the Parties.

#### **Article XIII Termination**

1. Each Party may terminate this ICC by giving three months' written notice to the other Party and a copy to MFA.
2. Upon receipt of such notice of termination, both Parties shall exert their best efforts to bring the work under this ICC to an end in a rapid, orderly and economical manner and shall deliver to each other any plans or documents completed as part of the ICC.
3. In the event of termination, the Participating Norwegian Institutions shall be entitled to payment for services satisfactorily performed and expenses properly incurred prior to the date of termination.

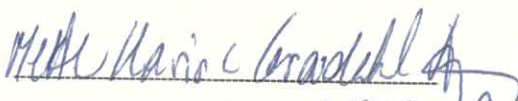
#### **Article XIV Settlement of Disputes**

1. If any dispute arises relating to the implementation or interpretation of this ICC, there shall be mutual consultations between the Parties with a view to securing a successful implementation of the activities referred to in this ICC.
2. Any dispute which cannot be solved amicably shall be referred to the parties to the Programme Agreement with a view to reaching a solution.


IN WITNESS WHEREOF, the undersigned, acting on behalf of their respective institutions, have signed this ICC in two originals in the English language.

Done in Luanda at 28 of January 2015.

For the Norwegian Ministry of  
Petroleum and Energy

  
Name: METTE KARINE GRØNMO  
Title: ASS. DIR. GENERAL

For the Angolan Ministry of  
Petroleum

  
Name: ESTÊVÃO PEDRO  
Title: DIRECTOR GASINT

## **Annex 1 – Agreed Programme Summary**

Programme Title: AGO-13/0001 NPD-MINPET Cooperation  
2013-2017 Phase 3

Angolan implementing institution: Ministry of Petroleum of the Republic of  
Angola (MINPET)

Norwegian Participating Institutions:

Ministry of Petroleum and Energy (MPE)  
Norwegian Petroleum Directorate (NPD)  
Norwegian Petroleum Safety Authority (PSA)  
Norwegian Coastal Administration (NCA)

### **1. Description of the Programme:**

*Goal: The Goal of the Programme is to strengthen the institutional mechanisms and capacities of MINPET in order to ensure a more effective management of the Angolan petroleum resources, properly coordinated and result-oriented*

The Programme includes six main activity areas, each of which has several sub-activities as described in the Programme Document. The main activity areas are:

1. Legislative and regulatory framework
2. Data and Information management
3. Resource management
4. Health, Safety and Environment (HSE), supervision and management systems, emergency preparedness and contingency plans
5. Strengthening human and organizational capabilities and increase of scientific capabilities.
6. Establish and coordinate Committees/ Forums between Ministries of Petroleum, Fishery, Environment and Transport

## 2. Programme Budget:

Total budget of the Programme: NOK 40 million over a five years period.

<b>Projects</b>	<b>Total</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Legislative and regulatory framework	6 mill					
Data and Information management	6 mill					
Resource Management	5 mill					
Health, Safety and Environment (HSE), supervision and management systems, emergency preparedness and contingency plans	7 mill					
Strengthening human and organizational capabilities and increase of scientific capabilities	8 mill					
Establish and coordinate Committees/ Forums between ministries of Petroleum, Fishery, Environment and Transport	2 mill					
Programme management	4 mill					
Programme flexibility	2 mill					
<b>Total</b>	<b>40 mill</b>					

## 3. Tentative disbursement plan:

<b>Period</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Norway	NOK 8 mill	NOK 8 mill	NOK 8 mill	NOK 8 mill	NOK 8 mill
Angola	Human resources	Human resources	Human resources	Human resources	Human resources

## 4. Other issues:

Appropriate attention should be taken to enhance and promote gender equality, transparency, and environment concerns in the Programme.