

Agreement Template: Specific Conditions (part I)	<b>Non-Governmental Organisations</b>	Revision no.:	4
	<b>Grant Management Regime II</b>	Date:	June 2022

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE OTHER FOUNDATION

REGARDING

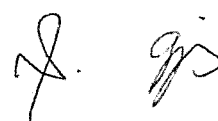
RAF-22/0037, THE OTHER FOUNDATION CORE FUNDING 2022-  
2025

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PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

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## PART I: SPECIFIC CONDITIONS

This grant agreement (the Agreement) has been entered into between:

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Royal Norwegian Embassy in Pretoria (the Embassy), and
- (2) The Other Foundation, a charitable trust and non-profit civil society organisation duly established in South Africa under registration number IT1087/2103G. Its founding charter is governed by South African law, and it is certified as a public benefit organisation by the South African Revenue Service (SARS).

jointly referred to as the Parties.

### 1. SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to MFA dated 26 September 2022 regarding financial support to its operations (Core Activities), as described in the Strategy Document "Expanding Space for LGBTI Advocacy and Protection in Southern Africa" 2022-2027 dated 26 November 2021 (the Strategy Document).
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Core Activities (the Grant) during the period from 01 October 2022 to 30 September 2025 (the Support Period).
- 1.3 The Parties have agreed to enter into an Agreement, consisting of this part I; Specific Conditions, part II; General Conditions, and part III; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.
- 1.4 Any reference to "Project" in the General Conditions shall be understood as a reference to the Core Activities. Any reference to the "Project Document" shall be understood as a reference to the Strategy Document.

### 2 OBJECTIVES

- 2.1 The expected effect(s) of the Core Activities on society is increased public advocacy voice, visibility, and protection of LGBTI activists in southern Africa, with a particular focus on intersex, lesbian and transgender movement building (Impact).
- 2.2 The expected effects for the target group of the Core Activities are (Outcome):
  - a) Deeper strategic leadership of advocacy initiatives by LGBTI human rights activist groups in southern Africa, informed by evidence about public opinion.

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- b) New multi-country advocacy alliances amongst intersex, lesbian, and transgender groups and with allies.
- c) The voice and visibility of LGBTI human rights activists and their advocacy campaigns is amplified in the public sphere.
- d) Policy and legal reform advocacy initiatives at national and regional level are effective.
- e) Increased preventive security and responsive protection of LGBTI Human Rights activists at a regional level in Southern Africa.

2.3 The Strategy Document includes more information on expected results.

### 3 IMPLEMENTATION

3.1 The Core Activities shall be implemented in accordance with the Agreement, including all annexes, and the Strategy Document, including work plan and budget.

3.2 During the implementation of the Core Activities, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.

3.3 The Grant Recipient shall continuously identify, assess and mitigate any relevant risks associated with the implementation of the Core Activities. The risk of potential negative effects of the Core Activities in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Core Activities:

- anti-corruption,
- climate and environment,
- women's rights and gender equality, and
- human rights (with a particular focus on participation, accountability and non-discrimination).

3.4 Any significant deviations or changes from the Strategy Document, work plan and budget must be submitted to MFA for information. MFA may suspend the disbursement until the changes have been assessed and approved for support.

### 4 THE GRANT

4.1 The Grant shall amount to NOK 4 500 000 (Norwegian Kroner four million, five hundred thousand). The Grant is given as a fixed amount based on the budget in the Strategy Document.

4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's appropriations may lead to a reduction of the Grant for the relevant budget year and/or of the total Grant amount. If the Grant amount is reduced the Grant Recipient must revise the work plan, budget and results framework correspondingly, unless the Grant Recipient secures additional funding from other sources.

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- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Core Activities during the Support Period.
- 4.4 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Core Activities.

## 5 DISBURSEMENT

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Grant Recipient for the upcoming period, which shall not exceed six months. The first disbursement may be made upon signature of the Agreement. The subsequent disbursements shall be made upon MFA's receipt of written disbursement requests from the Grant Recipient.
- 5.2 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Core Activities are being implemented in accordance with the Agreement and without any major deviations from the Strategy Document shall be included in the disbursement request. The financial need shall be documented through updated financial statements for the Core Activities.
- 5.3 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA may withhold disbursements in accordance with article 18 of the General Conditions if it finds that the requirements of the Agreement have not been met.
- 5.4 All disbursements will be made to the following bank account:
- Name of the account: The Other Foundation  
Account no.: 202290719
- Name and address of the bank: Standard  
Bank of South Africa, Shop 201, The  
Rosebank Mall, 50 Bath Avenue, Rosebank,  
2196, South Africa  
Swift/BIC code: SBZA ZA JJ  
Currency of the account: ZAR (South African  
Rands)
- 5.5 The Grant Recipient shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt and the exchange rate applied.

## 6 REPORTING AND OTHER DOCUMENTATION

- 6.1 The following shall be submitted by the Grant Recipient to MFA:
- a) A **report** covering the period from April to March shall be submitted to MFA by 1 May each year. The Grant Recipient's annual report or other general reporting is sufficient given that the content requirements set out below are met.

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The report shall include both a narrative part and financial statements covering the Core Activities. The narrative part shall include the content specified in article 2 clause 2 of the General Conditions, whereas the financial statements shall include the content specified in article 3 clause 2 of the General Conditions.

- b) The **audit report** covering the annual financial statements of the Grant Recipient shall be submitted to MFA by 31 October each year. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions, except clause 5.5. If the auditor submits a management letter (matters for governance attention), this shall be attached to the audit report. The management letter shall list any measures that have been taken as a result of previous audits and state whether such results have been adequate to deal with reported shortcomings.
- c) An updated **work plan and budget** covering the period from April to March shall be submitted to MFA by 1 May each year. The work plan and budget shall include the content listed in article 1 of the General Conditions.

6.2 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.

## 7 AUDIT

7.1 The annual financial statements of the Grant Recipient shall be audited in accordance with International Standards of Auditing (ISA). Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.

## 8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings once per year, tentatively in June in order to discuss i.a. the results achieved during the Support Period. The meetings may be held jointly with other donors. The meetings shall be called and chaired by the Grant Recipient.

8.2 The Grant Recipient shall submit a draft agenda to MFA no later than two weeks before the meeting. Unless otherwise agreed, the Parties shall discuss, such as but not limited to, the latest progress report and financial report, and/or work plan and budget for the upcoming period.

8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to MFA no later than two weeks after the meeting for comments. The agreed minutes shall be endorsed by all participants to the meeting.

8.4 The Parties shall hold additional formal meetings if/when requested by MFA. Details regarding agenda and procedures will be agreed upon by the Parties.

## 9 REVIEWS AND OTHER FOLLOW-UP MEASURES

9.1 A review focusing on interim results achieved shall be carried out by 31 March 2024. The Grant Recipient shall draft the terms of reference for the review and submit them to MFA for approval.

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The costs of the review shall be included in the budget. The review may be carried out jointly with other donors.

- 9.2 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

## 10 PROCUREMENT

- 10.1 All procurement made in connection with the Core Activities shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.

## 11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 If the Grant Recipient does not complete the Core Activities as planned, or if the Core Activities are significantly scaled down compared to the initial budget, MFA may claim repayment of all or parts of the Grant including any pro rata share of accrued interest and/or other financial gain accrued on the Grant.

- 11.2 Repayments shall be made to the following bank account:

Name of the account: Royal Norwegian Embassy  
Account no.: 7694 05 13630  
IBAN no.: NO16 76940513630  
Name and address of the bank: DNB ASA, 0021 Oslo, Norway  
Swift/BIC code: DNBANOKK

- 11.3 The transaction shall be clearly marked: "Unused funds". The name of the Grant Recipient shall be stated, along with MFA's agreement number(s) and agreement title(s).

## 12 SPECIAL PROVISIONS

- 12.1 The following provisions of the General Conditions are not applicable under this Agreement:

- a) Article 5 clause 8 to 10
- b) Article 7 clause 2
- c) Article 9 clause 6
- d) Article 10 in its entirety
- e) Article 13 in its entirety.

## 13 NOTICES

- 13.1 All communication to MFA concerning the Agreement shall be directed to the Embassy at the following e-mail address: [emb.pretoria@mfa.no](mailto:emb.pretoria@mfa.no)
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Neville Gabriel at the following address/e-mail address: [ngabriel@theotherfoundation.org](mailto:ngabriel@theotherfoundation.org)

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13.3 MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

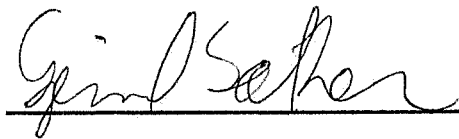
#### 14 SIGNATURES

14.1 By signing part I of the Agreement, the Parties also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

14.2 This Agreement in the English language has been signed by both Parties. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Pretoria, South Africa

Date: 1 December 2022



For the Norwegian Ministry of Foreign Affairs,

Gjermund Sæther

Ambassador

Royal Norwegian Embassy, Pretoria



for The Other Foundation

Neville Gabriel

Chief Executive Officer

The Other Foundation

Annex A: Budget

Annex B: The Other Foundation Results Framework

Annex C: The Other Foundation Strategy Document



Budget: October 2022 - September 2025 **Other**

NOK/ZAR Exchange Rate as at 26/09/2022:  
NOK 1 = ZAR 1,68321

	October 2022 - March 2023 (6 months)		April 2023 - March 2024 (12 months)		April 2024 - March 2025 (12 months)		April 2025 - September 2025 (6 months)	
	ZAR	NOK	ZAR	NOK	ZAR	NOK	ZAR	NOK
<b>INCOME FORECAST</b>								
Norwegian Ministry of Foreign Affairs	2 524 815	1 500 000	2 524 815	1 500 000	1 262 407	750 000	1 262 407	750 000
Global Equality Fund	10 625 000	6 312 344	6 197 917	3 682 201	4 427 083	2 680 143	0	0
Arcus Foundation	5 100 000	3 029 925	5 100 000	3 029 925	5 100 000	3 029 925	0	0
Wellspring Philanthropic Fund	4 250 000	2 524 937	4 250 000	2 524 937	4 250 000	2 524 937	0	0
Dreilinden	1 106 260	657 233	1 548 765	920 126	0	0	0	0
Beving Foundation	3 500 000	2 079 360	3 500 000	2 079 360	3 500 000	2 079 360	0	0
Elma Philanthropies (pending confirmation)	0	0	3 500 000	2 079 360	3 500 000	2 079 360	0	0
Open Society Foundations (pending confirmation)	3 000 000	1 782 109	5 500 000	3 267 566	5 500 000	3 267 566	3 000 000	1 782 309
<b>TOTAL</b>	<b>ZAR 30 106 075</b>	<b>NOK 17 886 107</b>	<b>ZAR 32 121 497</b>	<b>NOK 19 083 474</b>	<b>ZAR 27 539 490</b>	<b>NOK 16 361 291</b>	<b>R 7 762 407</b>	<b>NOK 4 611 669</b>
<b>EXPENDITURE FORECAST</b>								
Grantmaking & Grants Administration (including peer review processes and grants monitoring)	10 000 000	5 941 029	11 936 544	7 091 536	13 674 036	8 123 785	13 381 924	7 950 240
Research and publications	2 702 406	1 605 507	3 367 262	2 000 500	3 410 097	2 025 949	884 907	525 726
Strategic leadership development convenings	1 359 684	807 792	7 091 256	4 212 936	3 024 932	1 797 121	4 527 502	2 689 802
Field development, fundraising, and communications	1 367 807	812 618	1 963 082	1 166 261	3 038 066	1 804 936	1 066 471	633 594
Programme monitoring and evaluation	25 000	14 653	250 000	148 526	25 000	14 653	500 000	297 051
Institutional development, administration and governance	4 032 276	2 396 131	6 139 432	3 647 454	6 658 925	3 956 087	3 466 093	2 059 163
<b>TOTAL</b>	<b>ZAR 19 488 173</b>	<b>NOK 11 577 980</b>	<b>ZAR 30 747 555</b>	<b>NOK 18 267 213</b>	<b>ZAR 29 831 076</b>	<b>NOK 17 722 730</b>	<b>ZAR 23 826 807</b>	<b>NOK 14 155 576</b>

The capital budget above excludes a provision for the following and are contingent on funds being received fully for these amounts:

Purchase of office building to house the Foundation

Purchase of office utility vehicle

Exchange rate	To	From	ZAR
17	R	21 250 000	
17	R	15 300 000	
17	R	12 750 000	
17,41	R	2 655 025	
20	R	10 500 000	
17	R	17 000 000	

## Expanding space for LGBTI human rights activism and activist protection in southern Africa

PERIOD: 36 months (October 2022 – September 2025)

FUNDING REQUEST: NOK 4,500,000

LEVEL	EXPECTED RESULTS	INDICATORS	INDICATOR DATA				DATA SOURCE OF VERIFICATION	COMMENTS
			BASELINE	TARGET YR1	TARGET YR2	FINAL TARGET YR3		
<b>Impact</b>	Increased public advocacy voice, visibility, and protection of LGBTI activists in southern Africa with a particular focus on intersex, lesbian, and transgender movement building	Level of LGBTI public advocacy engagement, especially amongst intersex, lesbian, and transgender groups	Low level (TBD) of LGBTI public advocacy engagement as a result of the effects of the COVID-19 pandemic	20% of supported intersex, lesbian, and transgender groups engage in visible public advocacy	40% of supported intersex, lesbian, and transgender groups engage in visible public advocacy	50% of supported intersex, lesbian, and transgender groups engage in visible public advocacy	Annual monitoring and evaluation report	
<b>Outcome 1</b> Leadership development	Deeper strategic leadership of advocacy initiatives by LGBTI human rights activist groups in southern Africa, informed by evidence about public opinion	Increased levels of awareness of evidence by leaders of LGBTI activist and ally groups amongst groups supported	Low levels (TBD) of awareness of evidence by leaders of LGBTI and ally groups.	Awareness of evidence by 20% of groups supported	Awareness of evidence by 40% of groups supported	Awareness of evidence by 50% of groups supported	Annual monitoring and evaluation report	
Output 1.1	Nationally representative public opinion surveys with disaggregated results for attitudes to intersex, lesbian, and transgender people are published	Availability of scientifically sound, nationally representative evidence of public attitudes to LGBTI people	No nationally representative evidence about attitudes to LGBTI people in Mauritius, Namibia, or Zimbabwe	1 national public opinion survey	2 national public opinion surveys	3 national public opinion surveys	Published survey reports	
Output 1.2	Regional level strategic leadership development forums of local LGBTI activists and allies are convened, with a focus on public advocacy campaigns	Number of strategic leadership development convenings of LGBTI activists and allies	0 strategic leadership development convenings	2 strategic leadership development convenings	4 strategic leadership development convenings	5 strategic leadership development convenings	Annual monitoring and evaluation report.	

<b>Outcome 2</b> Alliance building	New multi-country advocacy alliances amongst local intersex, lesbian, and transgender groups and with allies	Frequency of alliance gatherings	Only Southern Africa Trans Forum exists but meets infrequently	1 alliance gathers at least twice a year	2 alliances gather at least twice a year	3 alliances gather at least twice a year	Annual monitoring and evaluation report	
Output 2.1	New multi-country intersex advocacy, lesbian advocacy, and transgender advocacy networks are separately convened	Number of new policy advocacy alliances with visible intersex, lesbian, and transgender leadership	Transgender policy advocacy alliance exists. No intersex or lesbian policy advocacy alliance	1 advocacy alliance convened (intersex)	2 advocacy alliances convened (intersex and lesbian)	3 advocacy alliances convened (intersex; lesbian; and transgender)	Reports of meetings of advocacy alliances	
<b>Outcome 3</b> Mass media visibility	The voice and visibility of LGBTI human rights activists and their advocacy campaigns is amplified in the public sphere	Number of countries in which mass media publish/broadcast LGBTI-affirming content	Some positive media coverage only in South Africa and Botswana	2 countries (excluding South Africa)	3 countries (excluding South Africa)	4 countries (excluding South Africa)	Annual monitoring and evaluation report	
Output 3.1	1 new regional fund to support LGBTI-sympathetic journalism across the region	Number of mass media houses that publish/broadcast LGBTI-affirming content	No mass media houses outside South Africa with editorial commitment to publish LGBTI-affirming content	2 media houses in 2 countries except South Africa	3 media houses in 3 countries except South Africa	4 media houses in 4 countries except South Africa	Mass media reports.	
Output 3.2	3 new mass media partnerships in countries selected from amongst Malawi, Botswana, Namibia, and Zimbabwe, and 1 regional-level mass media partnership to amplify the voice and visibility of LGBTI human rights activists and their advocacy campaigns							
Output 3.3	3 training programmes for national networks of journalists on LGBTI equality, freedom, and social inclusion in Malawi, Zimbabwe, and ESwatini with a particular focus on intersex, lesbian, and transgender realities							

*[Handwritten signature]*

<b>Outcome 4</b> Advocacy for policy reform	Policy and legal reform advocacy initiatives at national and regional level are effective	Number of supportive statements by leaders in the public, private, and social spheres in support of LGBTI advocacy campaigns	No public statements against genital surgery on intersex babies and only limited statements against violence towards lesbian women	2 supportive statements by leaders in the public, private, or social spheres	4 supportive statements by leaders in the public, private, or social spheres	5 supportive statements by leaders in the public, private, or social spheres	Annual monitoring and evaluation report	
Output 4.1	Ongoing policy advocacy engagement with SADC secretariat for inclusion of LGBTI human rights in SADC protocols	Extent of engagement between LGBTI human rights activists and the SADC secretariat	No engagement between LGBTI advocacy groups and SADC secretariat.	1 interaction between SADC secretariat and LGBTI activists	2 interactions between SADC secretariat and LGBTI activists	2 interactions between SADC secretariat and LGBTI activists a year	Annual monitoring and evaluation report	
Output 4.2	Litigation to decriminalise homosexual sex in Mauritius and Eswatini is supported	Success of litigation to decriminalize homosexual sex	Homosexual sex criminalized in Eswatini and Mauritius	Litigation executed in 2 countries	Litigation successful in 1 country	Litigation successful in 2 countries	Court judgements	
<b>Outcome 5</b> Crisis intervention	Increased preventive security and responsive protection of LGBTI human rights activists at a regional level in southern Africa	Number of protocols established for the protection of LGBTI human rights activists in southern Africa	0 protocols established	1 protocol proposed	1 protocol developed	1 protocol established	Copy of documented protocol. Annual monitoring and evaluation report.	
Output 5.1	A new regional level responsive protocol to protect frontline LGBTI activists is established in southern Africa	Level of development of regional responsive protocol to protect frontline LGBTI activists	No protocol to protect frontline LGBTI activists	Research report on potential protocol completed	Consultation about proposed protocol completed	Protocol established	Agreed protocol document. Memorandum of agreement with regional / global human rights defenders' networks.	

Standard:	NGOs	Revision no.:	4
General Conditions	Grant Management Regime I and II	Date:	April 2022

**PART II: GENERAL CONDITIONS  
APPLICABLE TO GRANTS FROM  
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS**

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## **1 WORK PLAN AND BUDGET**

- 1.1 Any updated work plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework.
- 1.2 Any updated budget to be submitted in accordance with the Specific Conditions shall be based on the approved budget in Annex A and include estimated income to the Project from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Project in the upcoming reporting period shall be clearly stated.

## **2 PROGRESS REPORT**

- 2.1 Any progress reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the reporting period. The report shall be set up in a way that allows direct comparison with the latest approved Application, work plan and budget, and shall be signed by an authorised representative of the Grant Recipient.
- 2.2 The progress reports shall, as a minimum, include:
  - a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
    - show delivered main outputs compared to planned Outputs;
    - show the Project's progress towards achieving the Outcome;
    - if possible, describe the likelihood of the Impact being achieved.
  - b) an account and assessment of deviations from the latest approved Application and/or work plan;
  - c) a brief update on the risk management of the Project, including:
    - any new risk factors;
    - how materialized risks have been handled in the reporting period;
    - the effectiveness of mitigating measures;
    - how risks will be handled going forward.The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in the Specific Conditions article 3 shall always be accounted for.
  - d) a brief account of work undertaken to prevent instances of financial irregularities and sexual exploitation, sexual abuse and sexual harassment (SEAH).

## **3 FINANCIAL REPORT**

- 3.1 Any financial report to be submitted in accordance with the Specific Conditions shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an identification of any deviations from the budget as per clause 3.3 below. The financial report shall be certified by the financial controller (or equivalent) as well as an authorised representative of the Grant Recipient.
- 3.2 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:
  - a) income from all sources, including bank interest. MFA's contribution shall be specified;
  - b) expenses charged/capitalised in the relevant reporting period;
  - c) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
  - d) unused funds as per the reporting date. MFA's share shall be specified;

- e) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
  - f) balance sheet, when required in accordance with the accounting principles applied;
  - g) explanatory notes including a description of the accounting principles used and any other explanatory material necessary for transparent financial reporting of the Project.
- 3.3 Deviations from the approved budget shall be highlighted with information about both nominal amounts and percentage of each deviation. The Grant Recipient shall include a written explanation of any deviations amounting to more than 10% of a budget line and exceeds NOK 15 000 (fifteen thousand).

#### **4 FINAL REPORT**

- 4.1 The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the Support Period. The report shall be set up in a way that allows for a direct comparison with the Application and shall be signed by an authorised representative of the Grant Recipient.
- 4.2 The final report shall, as a minimum, include:
- a) the items listed for the progress reports described in article 2 of the General Conditions, covering the entire Support Period;
  - b) an assessment of the Project's effect on society (Impact);
  - c) a description of the main lessons learned from the Project;
  - d) an assessment of how efficiently Project resources have been turned into outputs
  - e) an assessment of the sustainability of the achieved results by the Project.

#### **5 AUDIT**

- 5.1 If an audit of the Project's financial statements is required pursuant to the Specific Conditions article 6, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).
- 5.2 MFA reserves the right to approve the auditor and may require that the auditor shall be replaced if MFA finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.
- 5.3 The auditor shall form an opinion on whether the Project's financial statements fairly reflect the financial position of the Project and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework and the requirements of article 3 of the General Conditions.
- 5.4 The auditor shall report in accordance with the applicable audit standards, as agreed in the Specific Conditions.
- 5.5 The audit report shall include:
- a) the Project name and agreement number;
  - b) the Project period subject of the audit;
  - c) reference to the financial reporting framework applied;
  - d) the auditing standards applied;
  - e) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
  - f) the auditor's opinion.

- 5.6 If any findings have been reported in the Project's management letter, the Grant Recipient shall prepare a response including an action plan to be submitted to MFA together with the management letter.
- 5.7 The costs of the audit of the Project's financial statements shall be included in the Project's budget.
- 5.8 The audit requirements stated in this Agreement are applicable for the total Grant, including any part of the Grant that has been transferred to a cooperating partner.
- 5.9 The auditor of the Project's consolidated financial statement is responsible for the direction, supervision and performance of the audit of any part of the Grant that has been transferred to a cooperating partner. The auditor shall assure itself that those performing the audit for cooperating partners have the appropriate qualifications, that the audit is in compliance with professional standards, and that the audit report is appropriate under the circumstances. ISA 600 establishes standards and provide guidelines when using the work of other auditors.
- 5.10 The auditor of the Project's consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the applicable financial reporting framework and the requirements of article 3. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partner and the consolidation process.

## **6 CONTROL MEASURES**

- 6.1 Representatives of MFA and the Norwegian Auditor General may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project. The objective of such control measures may be i.a to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.
- 6.2 The Grant Recipient shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested.
- 6.3 The representatives of MFA and the Norwegian Auditor General shall also have access to the Grant Recipient's auditor and the auditor's assessments of all information pertaining to the Grant Recipient and the Project. The Grant Recipient shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 6.4 The rights and obligations of this article 6 shall remain in force for 5 years following expiry or termination of the Agreement, whichever occurs later.

## **7 FINANCIAL MANAGEMENT**

- 7.1 The Grant Recipient shall keep accurate accounts of the Project's income and expenditure using an appropriate accounting- and double-entry book-keeping system<sup>1</sup>.

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<sup>1</sup> A double-entry bookkeeping a system is system of bookkeeping where every entry to an account requires a corresponding and opposite entry to a different account.



- 7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations<sup>2</sup> and cash reconciliations<sup>3</sup> shall be completed at least every month, and shall be documented by the Grant Recipient.
- 7.3 Accounts and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. Insufficient documentation may render the expenditure ineligible. The accounts must provide details of bank interest accrued on the Grant.
- 7.4 The Grant Recipient shall keep the Project's accounting records for at least 5 years from the time of MFA's approval of the final report for the Project. This shall include i.a. vouchers, receipts, contracts and bank statements.

## **8 EXCHANGE RATE FLUCTUATIONS**

- 8.1 If the Grant is converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by MFA. Exchange rates must be stated to four decimal places.
- 8.2 If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project, the Grant Recipient shall inform MFA as soon as possible.
- 8.3 If exchange rate fluctuations increase the value of the Grant, the surplus shall be treated as disbursed Grant funds and used for Project purposes. This means that net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Support Period, unless otherwise agreed between the Parties.

## **9 EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The right of ownership to equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant Recipient or its cooperating partner, unless otherwise stated in the Application. All matters associated with such equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA's prior approval.
- 9.2 Intellectual property rights financed in whole or in part from the Grant shall, in the spirit of securing such rights as a common global good, be managed in a way that maximizes their public accessibility and allows the broadest possible use. Material produced as a result of this Grant shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.

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<sup>2</sup> Bank reconciliation is a process of verifying whether the sum found in the bank statements at the end of the period correspond with transactions recorded in the accounting system. This is usually done in conjunction with closure of the accounting records.

<sup>3</sup> Cash reconciliation is a process of verifying whether the cash at hand at the end of the period corresponds with the amount of cash in the beginning of the period and the registrations of withdrawals and deposits in the period. This is usually done in conjunction with closure of the accounting records.

- 9.3 MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.
- 9.4 Transfer of ownership of such equipment, consumables or intellectual property rights during the Support Period shall be made at market terms. Ownership may not be transferred to an employee of the Grant Recipient or its cooperating partner, or to anyone related or connected to an employee, if such relation could lead to a conflict of interest as described in article 17 of the General Conditions.
- 9.5 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with MFA. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 9.6 The Grant Recipient shall prepare a record of transfer of ownership for any equipment, consumables and intellectual property rights. The record shall comprise information about the object of transfer, the original purchase price paid by the Grant Recipient, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to MFA along with the first progress report due after the sale.
- 9.7 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Grant Recipient shall inform MFA about the remaining equipment and goods that have been purchased by use of the Grant. The MFA may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to MFA.

## **10 REAL PROPERTY**

- 10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by MFA. Where MFA has approved a purchase or construction of real property such approval must be formalised in the Specific Conditions or in a separate agreement document.
- 10.2 The Grant Recipient and MFA shall in such agreement decide on the details concerning the ownership and the status of the real property after the end of the Support Period and/or the end of the Project.
- 10.3 MFA may in such an agreement require i.a. that the real property shall be sold after the end of the Support Period and that the proceeds from the sale shall be repaid to MFA. MFA may also reserve the right to establish security interests in any real property purchased by use of the Grant.

## **11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER**

- 11.1 Transfer of all or part of the Grant including assets to a cooperating partner must be documented through a written sub-grant agreement. The sub-grant agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement which is relevant to the sub-grant agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its overall obligations under the Agreement.
- 11.2 The sub-grant agreement shall include provisions for results and financial reporting, audit, procurement and measures to prevent financial irregularities. Furthermore, the sub-grant agreement shall explicitly state that:

- a) both the Grant Recipient, MFA and the Norwegian Auditor General shall have access to undertake such control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions,
  - b) the Grant Recipient shall be entitled to claim repayment from the cooperating partner in the same instances and to the same extent that MFA is entitled to claim repayment from the Grant Recipient, and that MFA has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
  - c) the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 25 of the General Conditions for any dispute arising between the cooperating partner and MFA.
- 11.3 The Grant Recipient shall assure itself that the cooperating partner has the necessary competence and internal procedures to meet the requirements of the Agreement that are relevant for the sub-grant agreement and shall follow-up the cooperating partner's compliance with such requirements throughout the Support Period.
- 11.4 The Grant Recipient must obtain and assess management letters issued to all cooperating partners. Any significant findings and a response including an action plan to be submitted to MFA
- 11.5 The Grant may not be transferred to a cooperating partner who has previously been charged or sentenced for any criminal activity unless explicitly approved by MFA.
- 11.6 The Grant Recipient shall remain fully responsible towards MFA for any part of the Grant including assets that has been transferred to a cooperating partner.

## **12 CHANGES OR CIRCUMSTANCES AFFECTING THE PROJECT OR THE GRANT RECIPIENT**

- 12.1 The Grant Recipient shall immediately inform MFA of circumstances likely to hamper, delay or otherwise significantly affect the successful implementation of the Project. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation. MFA may suspend disbursement of the Grant until the implications for the Project has been assessed.

## **13 EXTENSION OF THE SUPPORT PERIOD**

- 13.1 The Grant Recipient may request an extension of the Support Period if this is necessary to complete all planned activities. The request must state the reasons for the delay and supporting documentation must be enclosed. MFA shall approve or decline the request in writing.

## **14 TRANSPARENCY**

- 14.1 MFA may make this Agreement and other Project documentation, such as but not limited to, the Application and agreed reports available to the public to promote transparency of the use of public funds.
- 14.2 The Grant Recipient shall make the Project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may only be denied if such disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests.

## **15 FINANCIAL IRREGULARITIES**

15.1 The Grant Recipient is required to practise zero tolerance against corruption and other financial irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and where relevant beneficiaries of the Grant.

15.2 “Financial irregularities” refers to all kinds of:

- a) corruption, including bribery, nepotism and illegal gratuities;
- b) misappropriation of cash, inventory and all other kinds of assets;
- c) financial and non-financial fraudulent statements;
- d) all other use of Project funds which is not in accordance with the Agreement.

15.3 In order to fulfil the zero-tolerance requirement, the Grant Recipient shall:

- a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
- b) do its utmost to prevent and stop financial irregularities within and related to the Project;
- c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

15.4 The Grant Recipient shall inform MFA immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide MFA with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate.

15.5 The matter will be handled by MFA in accordance with MFA’s guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with MFA’s investigation and follow-up. If requested by MFA, the Grant Recipient shall, provided there is sufficient basis for taking legal steps, report the suspicions to the police, commence civil proceedings for recovery of damages or apply other appropriate sanctions against persons or entities suspected of financial irregularities. However, in cases where the Grant Recipient is concerned that due process of law may be unavailable, the matter shall instead be included in the account and assessment referred to in clause 15.4 for discussion of a mutually acceptable course of action.

## **16 SEXUAL EXPLOITATION, ABUSE AND HARASSMENT**

16.1 MFA has zero tolerance for inaction against sexual exploitation, abuse and harassment (SEAH). The Grant Recipient shall have a victim/survivor-centred approach to SEAH issues and do its utmost to prevent, detect and respond to SEAH within and related to the Project. This obligation applies to all staff members, consultants and other non-staff personnel, cooperating partners, and any third parties involved in activities funded by the Grant.

16.2 The following definitions apply:

- a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- c) Sexual harassment: Any form of unwanted sexual attention that has the purpose or effect of being offensive, frightening, hostile, degrading, humiliating or troublesome.

16.3 The Grant Recipient shall:

- a) Adhere to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability,
- b) have ethical guidelines that include policies on prevention and response to SEAH,
- c) organise its operations and internal control systems in a way that SEAH is prevented, detected, and responded to,
- d) take swift action on suspicions or complaints of SEAH.

16.4 The Grant Recipient shall inform MFA immediately of any indications of SEAH credible enough to warrant an investigation within or related to the Project as well as indications of SEAH not directly linked to the Project but of significant impact on the partnership with MFA.

16.5 The Grant Recipient shall provide MFA with a report of the relevant facts and an assessment of how the matter will be followed up, including whether the organisation will improve internal systems to prevent, detect and respond to SEAH, and whether criminal prosecution or other sanctions are considered appropriate, considering the rights, needs and wishes of the survivor/victim. The reporting will be made without compromising the safety, security, privacy, and due process rights of any concerned person. The report will be handled by MFA in accordance with MFA’s guidelines for handling notifications of sexual abuse, sexual exploitation, and sexual harassment by grant recipients.

16.6 Upon request from MFA, the Grant Recipient shall grant the MFA access to all relevant information and documentation related to the Grant Recipient’s adherence with this article.

## **17 CONFLICT OF INTEREST**

17.1 The Grant Recipient shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.

17.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Grant Recipient is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

17.3 If a conflict of interest occurs, the Grant Recipient shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

17.4 If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special significance to the Project, the decision or transaction may not be concluded without the prior, written approval of MFA.

## **18 BREACH OF THE AGREEMENT**

18.1 If the Grant Recipient fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities, MFA may suspend disbursement of all or part of the Grant.

18.2 In the event of material breach of the Agreement, MFA may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant. A repayment claim may also include interest and any other financial gain obtained by the Grant Recipient as a result of the financial irregularity.

18.3 Material breach of the Agreement shall include, without limitation, the following situations:

- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved work plans and budget,
- b) the Grant Recipient has made false or incomplete statements to obtain the Grant,
- c) the use of the Grant has not been satisfactorily accounted for,
- d) the Grant Recipient has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
- e) the Grant Recipient has failed to take preventive measures against sexual exploitation, sexual abuse, or sexual harassment, to detect or respond to indications thereof, or to take corrective action when sexual exploitation, sexual abuse or sexual harassment has occurred, in accordance with article 16 of the General Conditions,
- f) financial irregularities, grave professional misconduct, or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
- g) the Grant Recipient has failed to inform MFA of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
- h) the Grant Recipient has changed legal personality without prior notification to MFA,
- i) the Grant Recipient is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.

18.4 The Grant Recipient shall inform MFA immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide MFA with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

18.5 MFA may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between MFA and the Grant Recipient has been established.

## **19 TERMINATION OF THE AGREEMENT**

19.1 Each of the Parties may terminate the Agreement upon a written notice.

19.2 The Support Period shall end three months after the date of the notice of termination. During these three months, the Grant Recipient may only use the Grant to cover commitments that have been established before the date of the notice of termination.

19.3 If the Project cannot continue without the Grant, the Grant Recipient shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

19.4 The Grant Recipient shall submit a final report to MFA within three months of the end of the Support Period. The final report shall meet the requirements set out in article 4 of the General Conditions and shall also include a financial report and audit report covering the period from the previous financial report until the end of the Support Period.

19.5 The Agreement will be considered terminated when the final report has been approved by MFA and any remaining funds have been repaid.

## **20 WAIVER AND IMMUNITIES**

20.1 Nothing in the Agreement or any document related to the Agreement or MFA's acceptance of other countries' jurisdiction in disputes arising from this Agreement shall imply that MFA, the Government of Norway or any of their employees are deemed to have, expressly or implicitly waived any privileges or immunities they may have. This article 20 will not prevent arbitration

or court proceedings in the legal venue of the Grant Recipient pursuant to article 25 of the General Conditions.

## **21 LIABILITY**

- 21.1 MFA shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Grant Recipient or its agencies, staff or property as a direct or indirect consequence of the Project or services provided thereunder. MFA will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.
- 21.2 The Grant Recipient shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Grant Recipient shall indemnify MFA against any claim or action from the Grant Recipient's staff or third parties in relation to the Project.

## **22 ASSIGNMENT**

- 22.1 The Agreement and/or the Grant may not be assigned to a third party without the prior written consent of MFA. This shall not, however, prevent transfer of parts of the Grant to a cooperating partner in accordance with article 11 of the General Conditions.

## **23 RECOGNITION AND PUBLICATION**

- 23.1 The Grant Recipient shall acknowledge MFA's support to the Project in all publications and other materials issued in relation to the Project. MFA's logotype will be provided by MFA upon request. All use of MFA's logotype must be approved by MFA.

## **24 ENTRY INTO FORCE, DURATION AND AMENDMENT**

- 24.1 The Agreement shall enter into force at the date of the last signature and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with the provisions of the General Conditions. Whether the obligations of the Agreement shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by MFA in a completion letter.
- 24.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.
- 24.3 Termination or expiry of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination or expiry.

## **25 CHOICE OF LAW AND SETTLEMENT OF DISPUTES**

- 25.1 The Agreement shall be governed and construed in accordance with Norwegian law.
- 25.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.

- 25.3 Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, shall exclusively be settled before the Norwegian courts of law with Oslo District Court as legal venue.
- 25.4 MFA may, at its own sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by
- a) the courts in the legal venue of the Grant Recipient, or
  - b) arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. If the disputed amount is below an amount corresponding to NOK 10 000 000 the arbitral tribunal shall, however, be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English. The Parties agree that neither the arbitral proceedings nor the award shall be subject to any confidentiality.
- 25.5 The Parties agree that no other courts of law, than as set out in this article 25, shall have jurisdiction over disputes arising out of or in connection with this Agreement.

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## PART III: PROCUREMENT IN THE CONTEXT OF PROJECTS FINANCED BY THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

### 1 INTRODUCTION

- 1.1 This Part III sets out procurement rules and principles which shall be applied by the Grant Recipient when procuring goods, services or works to Projects financed by the Ministry of Foreign Affairs (MFA). Stricter rules may supplement the compulsory minimum rules set forth in this Part III.
- 1.2 The MFA may carry out ex post checks on the Grant Recipient's compliance with the rules set forth in this Part III.
- 1.3 Failure to comply with the rules set forth in this Part III shall render the Project expenditure ineligible for MFA funding and may lead to withholding funds or claim for repayment in accordance with article 17 of the General Conditions (Part II) of this Agreement.
- 1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Part III are amounts excluding value-added tax (VAT).
- 1.5 The procurement provisions shall also apply to any procurements to be carried out by the Grant Recipient's cooperation partners or others. The Grant Recipient shall be responsible for compliance as per article 11 of the General Conditions (Part II) of this Agreement regardless of whether the procurement is carried out by the Grant Recipient itself or its cooperation partners or others.
- 1.6 Sections 1 to 4 set out rules, which shall apply to all contracts. Sections 5 to 6 contain specific rules for service, supply and works contracts. Section 7 lists the situations where a negotiated procedure without prior publication is permitted.

### 2 BASIC PRINCIPLES

- 2.1 If a Project requires procurement by the Grant Recipient, the contract must be awarded following a tender procedure to the most economically advantageous tender (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price. In doing so, the Grant Recipient shall avoid any conflict of interests and respect the following basic principles:
  - a) **Competition:** The procedures applied and the award of contracts shall be based on fair competition.

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- b) **Equal treatment and non-discrimination:** Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Grant Recipient shall not discriminate against candidates/tenderers or groups of candidates/tenderers.
- c) **Transparency and ex-ante publicity:** As a general rule, tender procedures shall be based on prior publication. Where the Grant Recipient does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.
- d) **Objective criteria:** The Grant Recipient shall evaluate the offers received against objective criteria, which enable the Grant Recipient to measure the quality of the offers and shall take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.
- e) **Notoriety:** The Grant Recipient shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.

### 3 ELIGIBLE TENDERERS

3.1 Tenderers must provide information on their legal form and ownership structure.

3.2 Tenderers shall be excluded from participation in a procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;
- b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;
- c) they have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed;

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- e) they or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organisation or money laundering by a final judgment;
  - f) they make use of child labour or forced labour and/or practise discrimination, and/or do not respect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
- 3.3 Tenderers shall confirm in writing that they are not in any of the situations listed above. Even if such confirmation is given by a tenderer, the Grant Recipient shall investigate any of the situations listed above if it has reasonable grounds to doubt the contents of such confirmation.
- 3.4 Contracts shall not be awarded to tenderers which, during the procurement procedure:
- a) are subject to a conflict of interests;
  - b) are guilty of misrepresentation in supplying the information required by the Grant Recipient as a condition of participation in the tender procedure, or fail to supply this information.

#### **4 GENERAL PROCUREMENT RULES**

- 4.1 The tender documents shall be drafted in accordance with best international practice. The Grant Recipient may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.
- 4.2 The Grant Recipient shall take into account universal design and the potential environmental impact of any planned procurements.
- 4.3 All invitations to submit tenders shall state that offers will be rejected if any illegal or corrupt practises have taken place in connection with the award. All contracts concluded under the Project shall state that the Grant Recipient may terminate the contract if it finds that illegal or corrupt practises have taken place in connection with the contract award or execution.
- 4.4 The time-limits for receipt of tenders and requests to participate must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.
- 4.5 An evaluation committee must be set up to evaluate applications and/or tenders of a value of NOK 500 000 or more on the basis of the exclusion, selection and award criteria. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

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- 4.6 For contracts with a value exceeding NOK 100 000, the Grant Recipient shall compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request by the MFA, the Grant Recipient shall deliver its written record to the MFA and grant the MFA access to all relevant information and documentation related to the procurement procedure and practices applied.

## 5 AWARD OF CONTRACTS

- 5.1 Contracts with a value of less than NOK 500 000 may be awarded by using any procurement procedure established by the Grant Recipient, while respecting the rules and principles laid down in Sections 1 to 4 of this Part III.
- 5.2 Contracts with a value exceeding NOK 500 000 shall be awarded by means of one of the following procurement procedures:
- a) **Open tender procedure:** In open procedures, any interested tenderer may submit a tender in response to a call for competition. The tender shall be accompanied by the information for qualitative selection as requested by the Grant Recipient.
  - b) **Restricted procedure:** In restricted procedures, any tenderer may submit a request to participate in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Only those tenderers invited to do so by the Grant Recipient following its assessment of the information provided may submit a tender. The Grant Recipient may limit the number of suitable candidates to be invited to participate in the procedure.
  - c) **Competitive procedure with negotiation:** In competitive procedures with negotiation, any tenderer may submit a request to participate or a tender in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Tenderers may submit an initial tender, which shall be the basis for subsequent negotiations. The minimum requirements and the award criteria shall not be subject to negotiations.
- 5.3 Where the Grant Recipient does not launch an open tender procedure, it shall justify and document in writing the choice of tenderers that are invited to submit an offer.
- 5.4 Deviations from the procedures listed in Section 5.2 are limited to the situations listed in Section 7 of this Part III.

## 6 PUBLICATION OF PROCUREMENT NOTICE

- 6.1 The following shall apply with respect to publication of the procurement notice:<sup>1</sup>

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<sup>1</sup> Definitions of different types of contracts and procedures can be found in Directive 2014/24/EU.

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Procurement Provisions	<b>Grant Management Regime I and II</b>	Date:	21.10.2019

- a) **Service and supply contracts from NOK 500 000 to less than NOK 2 500 000 and works contracts from NOK 500 000 to less than NOK 40 000 000**

The prior procurement notice shall be published in all appropriate media, at least in the country in which the Project will be carried out as well as on the Grant Recipient's website.

- b) **Service and supply contracts with a value of NOK 2 500 000 and above and works contracts with a value of NOK 40 000 000 and above**

The prior procurement notice shall be published in all appropriate media, in particular on the Grant Recipient's website, in the international press and the national press of the country in which the Project will be carried out, and in any other relevant specialist periodicals.

## **7 USE OF NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION**

7.1 The Grant Recipient may use a negotiated procedure without prior publication in the following cases:

- a) if any of the circumstances set out in Article 32 of Directive 2014/24/EU are present;
- b) for purposes of humanitarian aid and civil protection operations or for crisis management aid in a crisis that has been formally recognised by and for the time period declared by the MFA;
- c) where the services are entrusted to public-sector or non-profit bodies and relate to activities of an institutional nature or are designed to provide assistance to people in the social field;
- d) for contracts declared to be secret, or whose performance must be accompanied by special security measures, or when the protection of the essential interests of the MFA so requires.



## Expanding Space for LGBTI Advocacy and Protection in Southern Africa



**TIME:** 5 years from 1 April 2022 to 31 March 2027  
**MONEY:** ZAR 175 million (approximately ZAR 35 million a year over 5 years)  
**PEOPLE:** 15 – 17 (see attached organisational structure)

### SUMMARY THEORY OF CHANGE:

Almost half the countries in southern Africa<sup>1</sup> have either decriminalized homosexual sex or are reviewing laws that discriminate against LGBTI citizens, either by voluntary legal reform or court challenge. The region is near a tipping point of irreversible change in recognising the human rights of LGBTI people. Sustained systemic progress towards equality and freedom for LGBTI citizens in the region now at once requires more joined up, strategic, and hard-hitting public advocacy capability by LGBTI human rights activists (especially intersex, lesbian, and transgender groups who are the least organised, visible, and resourced), as well as more robust direct engagement of duty bearers in the public, private, and social spheres in southern Africa for deep change in public policies and attitudes.

Stronger multi-country networks amongst LGBTI human rights activists and with allies (e.g. in the mass media, religious organizations, business, government, cultural traditional leadership, and amongst parents and families of LGBTI activists), will both advance such an advocacy agenda *and* increase preventive security – because broad-based networks form a good protection and support system. But as the voice and visibility and corresponding heightened vulnerability of activists on the frontline grows, new responsive protection mechanisms are also needed for the crises that will come with an expected backlash.

The COVID-19 pandemic has, however, both restricted the ability of LGBTI activists in the region to take coordinated advocacy actions to advance their freedom and equality, and changed the ways in which such advocacy actions might be implemented. It has also deepened the economic hardships experienced by already vulnerable LGBTI people (especially visibly gender non-conforming LGBTI people) who have, on the whole, been on the margins of economic participation in the region.

There is a need to first provide catalytic opportunities (such as convenings) for LGBTI activists from southern Africa to re-group, to come together in a more focused way to share learning and develop COVID-19 appropriate advocacy strategies and plan for how to implement them, particularly in regard to litigation and other forms of advocacy for social equality that were already initiated in several countries in the region before the effects of the COVID-19 pandemic on LGBTI activism in the region, and in regard to advocacy for economic inclusion, empowerment, and participation. And then to re-invigorate public advocacy for social and economic inclusion, freedom, and equality by LGBTI activists in the new environment brought on by the COVID-19 pandemic, to execute more joined-up, strategic, and hard-hitting public advocacy actions by LGBTI activists in the region – through grant making and the Foundation's own operational programmes.

This strategy will result in greater public voice and visibility of LGBTI activists and more safety and security for LGBTI activists to undertake public advocacy. Through strategic leadership development amongst LGBTI activists, followed by national-level and multi-country advocacy alliance building between activists and with allies, and greater mass media presence, direct engagement with duty bearers will become more possible, resulting in greater recognition and protection of the human rights of LGBTI people and a wider preventive safety net for LGBTI people.

It will contribute to advancing several Sustainable Development Goals (SDGs) at once in southern Africa and globally in the framework of 'leave no-one behind', especially the SDGs to overcome poverty (SDG1) linked to economic growth, employment, and decent work (SDG8) and safe, inclusive, and resilient communities (SDG11), achieve gender equality (SDG5), ensure social and political inclusion to reduce inequality within and among countries (SDG10), ensure access to justice, non-discriminatory laws, and inclusive institutions (SDG16).

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<sup>1</sup> South Africa, Seychelles, Mozambique, Malawi, Angola, and Botswana  
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**LONG TERM GOAL:** Increased legal recognition, legal protection, social inclusion, and preventive and responsive security for LGBTI people in southern Africa.

**MEDIUM-TERM GOAL:** Increased public advocacy voice, visibility, and protection of LGBTI activists in Angola, Botswana, eSwatini, Malawi, Namibia, and South Africa (priority countries) and at a regional level in southern Africa (including Lesotho, Madagascar, Mauritius, Mozambique, Zambia, and Zimbabwe) with a particular focus on intersex, lesbian, and transgender movement building

OBJECTIVES	OUTPUTS	RESULTS	INDICATORS & BASELINE	COUNTRIES & CONTEXT	ASSUMPTIONS	RISKS
<p>Leadership development: Deepen strategic leadership of advocacy initiatives by LGBTI human rights activist groups in southern Africa, informed by evidence about public opinion</p>	<p>Research: 6 nationally representative public opinion surveys (Botswana, eSwatini, Mauritius, Zambia, Namibia, Zimbabwe) with disaggregated results for attitudes to intersex, lesbian, and transgender people (including levels of violence towards LGBTI people). 3 new country scoping studies about LGBTI organising and the political and social context for LGBTI people (Madagascar, Seychelles, South Africa). Review and update of 10 national scoping studies of all other countries. 1 regional scoping study of training curricula in seminars (Botswana, Mozambique, Lesotho, Zimbabwe, South Africa). 1 regional database and analysis of advocacy tools and other resources that exist that is publicly available. 1 research paper that determines the quantum and qualities of the LGBTI market in South Africa to equip LGBTI activists to make a strong business case for LGBTI economic inclusion. 1 regional scoping paper on LGBTI advocacy in relation to cultural/traditional leadership and practices. Direct advocacy engagement with StatsSA to include LGBTI self-identification in the national census.</p>	<p>More informed and strategically targeted public advocacy initiatives by LGBTI human rights activists in Malawi, eSwatini, Botswana, South Africa, Angola, Lesotho, Mauritius, Mozambique, Namibia, Zambia, Zimbabwe, and at a regional level in southern Africa</p>	<p><i>Indicator:</i> Availability of scientifically sound, nationally representative evidence of public attitudes to LGBTI people (including levels of violence towards LGBTI people), as well as other knowledge products identified, in target countries</p> <p><i>Indicator:</i> Increased levels of awareness of evidence by leaders of LGBTI activist and ally groups (including religious groups)</p> <p><i>Baseline:</i> Low levels (TBD) of awareness of evidence by leaders of LGBTI and ally groups;</p>	<p>Botswana, eSwatini, Mauritius, Zambia, Namibia, Zimbabwe, and regional level</p> <p><i>Context (indicative):</i> Even though LGBTI activists in Botswana have already initiated strategic litigation to decriminalise homosexual sex and activists in Swaziland (and Mauritius) are considering initiating similar litigation, no scientifically sound, national representative evidence exists to show the levels of exclusion, vulnerability, and violence experienced by LGBTI people. Equally, LGBTI activists across the whole region do not adequately understand the opinions of the public and the potential of support from the “moveable middle” so as to more appropriately target advocacy campaign messaging to more</p>	<p>Because the political rhetoric amongst many African governments for a long time has been that LGBTI human rights are a “Western” culture and way of life being imposed on Africa as “new rights”, deep and lasting policy change work is best done by local actors, organised around effective advocacy campaigns.</p> <p>More informed, strategically targeted, joined up, and broad based (including allies and multi-country networks) advocacy initiatives by LGBTI activists, coupled with</p>	<p>Greater visibility of LGBTI activists from countries where there is evidence of increased persecution, such as Zambia, will expose LGBTI activists from those countries to risks to their personal safety before the responsive protection mechanism is fully developed. Interim protection mechanisms will therefore need to be put in place to protect particularly vulnerable activists.</p> <p>The national public attitudinal surveys might potentially return results that are</p>



<p>Annual analysis papers of all concept proposals received in the Foundation's open calls for grant proposals.</p> <p>2 regional level strategic leadership development convenings of local LGBTI activists and allies from religious groups, business, government, families of LGBTI people, and cultural traditional leadership, with a focus on public advocacy campaign planning</p> <p>3 regional level strategic leadership development convenings of heads of LGBTI anchor organisations</p>	<p>Convening of a multi-country network of intersex human rights activists with a particular focus on Malawi, Botswana, and South Africa</p> <p>Convening of a multi-country network of lesbian human rights activists with a particular focus on Malawi, Namibia, Zambia, Zimbabwe, South Africa, and Mozambique</p> <p>Support to regional-level convenings of the Southern Africa Trans Forum</p> <p>Engagement of regional intersex network with health professional associations and public policymakers to develop an advocacy strategy against forced genital surgery for intersex people</p> <p>Engagement of regional lesbian network with parents of lesbians and church-based advocacy strategy to combat violence and rape of black lesbian women in townships</p> <p>Engagement of Southern Africa Trans Forum with regional legal support organisations to develop a regional advocacy strategy for legal gender recognition for transgender people</p>	<p>No nationally representative evidence about attitudes to LGBTI people in target countries.</p>	<p>effectively influence public opinion in their favour.</p>	<p>access to more voice and visibility in the mass media, will result in more effective influencing of duty bearers to change discriminatory policies and practices, and faster change in public attitudes that result in exclusion and violence – as well as provide a stronger preventive security safety net for LGBTI human rights activists in southern Africa.</p>	<p>not favourable for effective public advocacy. If unfavourable results are released publicly, they can reinforce hard line positions amongst duty bearers against LGBTI human rights activists.</p>
<p>Alliance building: Build new multi-country advocacy alliances amongst intersex, lesbian, and transgender groups and with allies</p>	<p>More joined-up multi-country advocacy alliances amongst intersex, lesbian, and transgender groups in southern Africa, including strategically targeted allies in campaigns to reduce harm and recognise the human rights of LGBTI citizens</p>	<p><i>Indicator:</i> Number of new policy advocacy alliances with visible intersex, lesbian, and transgender leadership, who are supported by allies in the churches and businesses, and by parents and families.</p> <p><i>Baseline:</i> Southern Africa Trans Forum is an existing regional policy advocacy alliance, no intersex policy advocacy alliance, no southern Africa regional-level lesbian-led policy</p>	<p>Malawi, Botswana, South Africa, Namibia, Zambia, Zimbabwe, South Africa, Mozambique, and at a regional level</p> <p><i>Context (indicative):</i> After initial emergence, intersex human rights activist groups are struggling to organize and build visibility but there are groups in Malawi, Botswana, and South Africa that could form a base for stronger organizing at regional level. Despite regular violent attacks and rape of black lesbian women in poor townships (often resulting in death), lesbian organising and activism has been weak. There has been steady growth of transgender</p>	<p>Given favourable indications by the presidents of Botswana and Zimbabwe, as well as voluntary national reviews of laws that discriminate against LGBTI people in Malawi and Angola, as well as recent decriminalisation of homosexual sex in the Seychelles and</p>	<p>There is no guarantee that litigation challenging discriminatory criminalisation will be successful. A negative ruling can have detrimental effects on future litigation in the region, as a result of precedence that might be set. It can also result in a stronger and more rapid backlash against LGBTI human rights activists.</p>

<p>1 regional convening of LGBTI-focused researchers to develop a cohesive and organised research agenda that is focused on real research questions that would be helpful to LGBTI activists for advocacy purposes.</p> <p>Ongoing direct engagement with senior church leaders and ecumenical bodies to advocate for support against violence and discrimination towards LGBTI people.</p> <p>Convene theological educators to discuss outcomes of review of theological training and execute curriculum development initiatives</p> <p>Convene 'parents and family' groups at national levels in Botswana, eSwatini, Lesotho, Malawi, Zambia, and Zimbabwe to build support for advocacy campaigns implemented by LGBTI activists, followed by a regional-level convening.</p> <p>Direct engagement with corporates in South Africa, Mauritius, and Angola to advocate for workplace and supply chain inclusion of LGBTI people.</p> <p>Grow LGBTI business networks in South Africa and establish at least 2 new LGBTI business networks in Botswana, Mauritius, eSwatini, Angola, and/or Zimbabwe.</p> <p>Convene a regional gathering of LGBTI business networks.</p> <p>Develop guidelines for allies about how to engage without causing harm.</p>	<p>advocacy alliance. No sufficiently organised parents and family groups or business groups except in South Africa.</p> <p>Nascent organising amongst religious seminaries at a regional level.</p>	<p>human rights activism in several countries, evidenced in the emergence of a new regional network of transgender groups (the Southern Africa Trans Forum) – but the network is nascent and its strategic positioning is still internally contested.</p>	<p>Mozambique, as well as indications that the new South African government is taking a stronger position in support of human rights in the region, there is sufficient political openness at a regional level in southern Africa to successfully engage the SADC secretariat about non-discrimination and prevention of violence against LGBTI citizens in the region.</p> <p>Growing international precedence in the courts in countries in the South and increased awareness by leading judges in Africa will make successful decriminalization litigation likely in some southern African countries.</p>	<p>Mass media visibility: Amplify the voice and visibility of LGBTI human</p>
<p>Indicator: Number of mass media houses that publish/broadcast LGBTI-affirming content</p>	<p>More publicly audible voice and visibility of LGBTI human rights activists in the mass media</p>	<p>Malawi, Botswana, Swaziland, Namibia, Zimbabwe, and regional level.</p> <p><i>Context (indicative):</i></p>	<p>A regional level responsive protection protocol and mechanism for</p>	

<p>rights activists and their advocacy campaigns in the public sphere</p>	<p>support the development and publication or broadcast of journalistic products.  3 mass media-focused partnerships in countries selected from amongst Malawi, Botswana, Namibia, and Zimbabwe, and 1 regional-level mass media partnership to amplify the voice and visibility of LGBTI human rights activists and their advocacy campaigns (through grant making)  3 national training programmes for national networks of journalists on LGBTI equality, freedom, and social inclusion in Malawi, Zimbabwe, and Swaziland with a particular focus on intersex, lesbian, and transgender realities (through grant making)  Convene church media journalists and communicators regionally to develop 'do no harm' standards for church media and communications practitioners</p>	<p>in Malawi, Botswana, Namibia, Zimbabwe, and at a regional level in southern Africa</p>	<p><i>Indicator:</i> Number of countries in which mass media publish/broadcast LGBTI-affirming content   <i>Baseline:</i>  2 mass media houses for LGBTI-affirming content; no mass media houses outside South Africa with editorial commitment to publish LGBTI-affirming content</p>	<p>Other than in South Africa (where, even still, murders of lesbian women most often go unreported), there has been very little supportive mass media coverage of LGBTI people's lived experience. Recently, the media space has been opening up in Mozambique, Angola, Zimbabwe, and Botswana. In other countries such as Malawi and Zambia, mass media coverage remains negative. However, with new, more open political environments in several countries in the region, an opportunity exists to more directly engage the mass media in a programmatic way, to increase supportive mass media coverage.</p>	<p>LGBTI human rights activists in southern Africa is necessary as the exposure to vulnerability increases in proportion to increased voice and visibility.</p>	
<p>Advocacy for policy reform:  Establish direct advocacy entry points for LGBTI activists with the SADC secretariat and support policy and legal reform advocacy initiatives at national and regional level, including litigation</p>	<p>Ongoing policy advocacy with SADC secretariat (including Executive Secretary's office and the SADC Gender Desk) for inclusion of LGBTI human rights in SADC Gender Protocol  Targeted technical and financial support for litigation (working with the Southern Africa Litigation Centre and the Institute for Strategic Litigation in Africa) to decriminalise homosexual sex in Botswana, eSwatini, Mauritius, Malawi, and Namibia or as opportunities might arise in other countries such as Zimbabwe as well.  Ongoing technical and financial support to new regional intersex network to</p>	<p>Direct advocacy engagement between LGBTI human rights activists (especially intersex, lesbian, and transgender human rights activists) and duty bearers in targeted countries and at a regional level in southern</p>	<p><i>Indicator:</i>  Extent of engagement between LGBTI advocacy groups and SADC secretariat   <i>Indicator:</i>  Success of litigation to decriminalise homosexual sex in Botswana, Mauritius, Swaziland,</p>	<p>Botswana, Malawi, South Africa, Lesotho, Swaziland, Namibia, Zambia, Zimbabwe, and Mozambique, and regional level   <i>Context (indicative):</i>  The Southern African Development Community (SADC) which is the regional inter-governmental forum for southern Africa, has not engaged LGBTI human rights in any way. LGBTI</p>		

<p>Crisis intervention: Establish a new</p>	<p>implement advocacy campaign against genital surgery Ongoing technical and financial support to new regional lesbian network to implement advocacy strategy to combat violence and rape of black lesbian women in townships Ongoing technical and financial support to Southern Africa Trans Forum to implement advocacy campaign for legal gender recognition Run annual LGBTI-focused industry-wide campaigns targeting LGBTI inclusion in tourism, retail, financial services, etc. Direct engagement with the National Business Initiative, Johannesburg Stock Exchange, and Institute of Directors in South Africa to insert LGBTI inclusion in globally recognised reporting standards.</p>	<p>Africa to change discriminatory laws, policies, and practices</p>	<p>Malawi, Namibia and/or Zimbabwe. <i>Indicator:</i> Number of supportive statements by leaders in the public, private, and social spheres in support of advocacy campaigns against genital surgery and violence towards black lesbians <i>Baseline:</i> No engagement between LGBTI advocacy groups and SADC secretariat; Homosexual sex criminalised in Botswana and Swaziland; no public statements against genital surgery and limited statements against violence towards lesbian women (by government and church leaders in South Africa and Botswana). <i>Indicator:</i> Level of development of</p>	<p>activists have shied away from engaging SADC. However, with changes in political leadership in several countries in the region, as well as new constitutions and reviews of penal codes underway in many parts of the region, an opportunity exists to engage governments at a regional level through the SADC secretariat. Through the leadership of LEGABIBO, LGBTI groups in Botswana and Mauritius have initiated strategic litigation to decriminalise homosexual sex. The court process is expected to be prolonged. Successful outcomes will set an important precedent for other countries in the region to follow. LGBTI groups in eSwatini, Malawi, and Namibia, are considering initiating similar strategic litigation, and this might also happen in Zimbabwe down the line.</p>	<p>Regional level <i>Context (indicative):</i></p>
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regional level responsive protocol and protection mechanism for frontline LGBTI activists in southern Africa	protocol for LGBTI human rights defenders in southern Africa Participatory development of a southern Africa regional level LGBTI human rights defenders' protocol and protection mechanism for frontline activists Engagement with Southern Africa Human Rights Defenders' Fund to integrate implementation of the regional LGBTI human rights defenders' protection mechanism with access to the Fund	responsive protection of LGBTI human rights activists at a regional level in southern Africa	regional responsive protocol and protection mechanism for frontline LGBTI activists <i>Baseline:</i> No protocol or protection mechanism for frontline LGBTI activists	As more vocal, visible activism that directly challenges violence towards LGBTI people emerges and gains traction, the risk of a stronger backlash and potential repression becomes a real likelihood in several countries in the region. However, there is no protocol or protection mechanism in place to protect frontline LGBTI activists in the region, even though such mechanisms exist for investigative journalists and other human rights activists.	
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**SPECIFIC PROBLEMS ADDRESSED:**

The problems that will be addressed by the strategy are:

- LGBTI human rights activists in the region are not adequately joined up to develop shared strategic analysis based on sound evidence, undertake coordinated advocacy actions, or stand in solidarity with each other across countries according to shared protocols when crises emerge, despite having become more vulnerable to backlash attacks as their level of organizing, voice, and visibility increases.
- After initial emergence, intersex human rights activist groups are struggling to organize and build visibility but there are groups in Malawi, Botswana, and South Africa that could form a base for stronger organizing at regional level.
- Despite regular violent attacks and rape of black lesbian women in poor townships (often resulting in death), lesbian organizing and activism has been weak.
- There has been steady growth of transgender human rights activism in several countries, evidenced in the emergence of a new regional network of transgender groups (the Southern Africa Trans Forum) – but the network is nascent and its strategic positioning is still internally contested.
- LGBTI human rights activists have not developed strong relations with allies in the public (e.g. government policymakers, parliamentarians, or statutory institutions such as national human rights institutions), private (e.g. corporate leaders), and social (e.g. religious and traditional cultural) spheres despite these sectors holding immense power to shift social and political norms.
- A sympathetic mass media is crucial for sustained defense and advancement of LGBTI human rights but there has been little engagement of mainstream media by LGBTI activists in most countries.
- Even though learning from prior project implementation shows that direct engagement with duty bearers in the public, private, and social sectors is effective in producing positive change, direct engagement with governments (and business, religious, traditional cultural leaders, and parents of LGBTI people) by LGBTI activists is weak. New opportunities for direct engagement with duty bearers are now emerging, offering the potential for effective advocacy actions.
- LGBTI human rights activists do not adequately participate in and draw on support from the emerging human rights defenders' networks in the region, such as a regional human rights defenders' support fund being set up through the Open Society Foundations.

#### INSTITUTIONAL DEVELOPMENT STRATEGY:

- Maintain high-performance institutional culture with adequate attention to wellbeing and community character of the Foundation.
- Promote work-life balance amongst personnel, with a focus on self-care.
- Retain staffing at current level as in the organizational structure and fill vacancies in grantmaking administration and programme portfolios.
- Maintain core administrative expenses at current levels but increase funds for grantmaking.
- Build the Foundation's cash reserves to be equal to 18 months of core and human resource expenses.
- Ensure effective succession planning for executive-level transition.
- Ensure consistent but staggered recruitment of trustees that reflect the necessary identity-based, geographic, skills set, networking and other diversities, as well as with the necessary independence in decision making when the board of trustees is taken as a whole.

#### PHILANTHROPY DEVELOPMENT & FUNDRAISING:

- Securing 3 new large government donors with the Australian, Danish, Swedish, German, and British governments as targets.
- Increase giving from high net-worth individuals
- Revive the Foundation's A Million Ones dinners and increase fundraising from them
- Establish an end-of-life legacy giving campaign for the Foundation
- Fundraise for the purchase of a property to house the Foundation