

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
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GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE ANGOLAN MINISTRY OF JUSTICE AND HUMAN RIGHTS

REGARDING

AGO-21/0001, HUMAN RIGHTS TRAINING PROJECT 2022 - 2026

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

TABLE OF CONTENTS

1	SCOPE AND OBJECTIVES.....	3
2	REPRESENTATION AND COMMUNICATION	4
3	PROJECT IMPLEMENTATION.....	4
4	THE GRANT.....	5
5	DISBURSEMENTS.....	5
6	CONTRIBUTION OF THE PARTNER.....	6
7	IMPLEMENTATION PLAN AND BUDGET.....	6
8	REPORTING ON RESULTS	7
9	FINANCIAL REPORTS.....	7
10	AUDIT.....	7
11	FINAL REPORT.....	8
12	FORMAL MEETINGS.....	9
13	REVIEWS AND OTHER FOLLOW-UP MEASURES.....	9
14	PROCUREMENT.....	9
15	PROJECT ASSETS.....	9
16	CONFLICT OF INTEREST.....	10
17	FINANCIAL IRREGULARITIES.....	11
18	TRANSPARENCY	11
19	VERIFICATION.....	12
20	RESERVATIONS.....	12
21	SEXUAL EXPLOITATION, ABUSE AND HARASSMENT.....	13
22	LIABILITY	13
23	DURATION, AMENDMENT, AND TERMINATION	14
24	RETURN OF INTEREST AND UNUSED FUNDS.....	14
25	DISPUTE RESOLUTION.....	14

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

THIS AGREEMENT (the Agreement) is entered into between the NORWEGIAN MINISTRY OF FOREIGN AFFAIRS (MFA) and the ANGOLAN MINISTRY OF JUSTICE AND HUMAN RIGHTS (the Partner) (jointly referred to as the Parties).

WHEREAS THE two countries have had Human Rights consultations since 2011,

WHEREAS MFA has provided financial support to build the capacity of both the Angolan Ministry of Justice and Human Rights and the Civil Society through the two phases of the project "Human Rights Training Project" through agreements dated 15.02.2013 and 14.07.2017,

WHEREAS the cooperation has achieved good results and it is valued by the governments in both countries;

WHEREAS the Ministry of Justice and Human Rights in a letter dated 23 March 2022 has requested Norway for continued support to the Human Rights Training in Angola; and

WHEREAS MFA has decided to comply with the request;

NOW THEREFORE the Parties have agreed as follows:

1 SCOPE AND OBJECTIVES

- 1.1 This Agreement, including all annexes, sets forth the terms and procedures for MFA's financial support to the Human Rights cooperation with the Angolan Ministry of Justice and Human Rights titled "Human Rights Training Project 2022-2025, AGO-21/0001" (the Project). The Project is further described in the project document titled Terceira Fase do Projecto para uma Cultura de Direitos Humanos" (Third Phase of the Project for a Culture of Human Rights), dated 26.07.2022 (the Application) and the estimated costs of the Project are indicated in the budget attached as Annex A.
- 1.2 The Parties expect the Project to be implemented between 18 July 2023 and 31 December 2026 (the Support Period).
- 1.3 The expected results of the Project are as follows:

The expected effect on society is: The Programme's planned effect on society is to build a culture of Human Rights. (Impact).

The expected effects for the target group of the Project are: The expected Programme outcome is that by the end of the support period, staff at the Ministry of Justice and Human Rights are more capable of implementing its Human Rights strategy, and that local committees for Human Rights have their capacity for promoting, and protecting Human Rights increased.

The main planned products and/or services of the Project are: Training activities, visit to Norwegian institutions which work on Human Rights related issues, short training visits to Norway and Geneva, support for Master degrees, workshops, conferences.

The intended target groups are: Staff at the Angolan Ministry of Justice and Human Rights, staff at the local committees of Human Rights, Journalists, members from the civil society, and university students.

Handwritten signature and initials, possibly 'SDH'.

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

- 1.4 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to written agreement between the Parties.

2 REPRESENTATION AND COMMUNICATION

- 2.1 The Royal Norwegian Embassy in Luanda is competent to act on behalf of MFA. All communication to the Embassy regarding this Agreement shall be directed to:

Royal Norwegian Embassy in Luanda, Rua Garcia Neto n.9. Miramar. Luanda. Angola

emb.luanda@mfa.no and Sergio.Fernandes@mfa.no

- 2.2 All communication to the Ministry of Justice and Human Rights regarding this Agreement shall be directed to:

- 2.3 Ministério da Justiça e dos Direitos Humanos, Cidade Alta, Luanda. Angola.

ivan_levita@hotmail.com and soniaculeca2008@hotmail.com

- 2.4 The Parties may give written notice of other contact information to replace the above.

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

3 PROJECT IMPLEMENTATION

- 3.1 The Parties shall communicate and cooperate fully in order to arrange for the successful achievement of Project objectives. To this end, the Parties shall immediately inform each other of any circumstances likely to hamper or delay the successful implementation of the Project.

- 3.2 The Ministry of Justice and Human Rights has the overall responsibility for planning, implementing, reporting and monitoring of the Project, and shall:

- a) implement the Project in accordance with the latest agreed Application, including implementation plan and budget;
- b) exercise the necessary diligence, efficiency and transparency in line with best practise principles;
- c) ensure sound financial management of the Project, including that all Project funds are satisfactorily accounted for;
- d) keep MFA informed of any plans for major organisational changes;
- e) be solely responsible for any adverse effects of the Project;
- f) enter into contracts with suppliers based on the outcome of competitive bidding processes. Contracts as well as any subsequent amendments thereof shall be submitted to MFA for information.

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

- anti-corruption
- climate and environment,

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

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

4 THE GRANT

- 4.1 MFA shall, subject to Norwegian parliamentary appropriations, provide a financial grant not exceeding NOK 19 949 209 (Norwegian Kroner nineteen million, nine hundred and forty-nine thousand, two hundred and nine) (the Grant). Significant reductions in the Norwegian Parliament's annual 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 Parties shall revise the work plan, the budget, and the results framework correspondingly, unless the Partner secures additional funding from other sources.
- 4.2 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.3 The Ministry of Justice and Human Rights 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 the Embassy upon request. All use of MFA's logotype must be approved by the Embassy.

5 DISBURSEMENTS

- 5.1 The Grant shall be disbursed in advance instalments.
- 5.2 First disbursement shall amount to NOK 1 700 000 (Norwegian Kroner one million, seven hundred thousand) and shall be made when both parties have signed the agreement, and upon a disbursement request. The disbursement shall also cover approved Programme expenses incurred prior to the signing of this Agreement.
- 5.3 Subsequent disbursements shall be based on the financial needs of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon MFA's receipt of written disbursement requests from the Ministry of Justice and Human Rights describing the financial need for the period in question.
- 5.4 Financial need refers to the budgeted expenditures for the upcoming period, minus any funds available to the Project from all other sources during the same period.
- 5.5 The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget.
- 5.6 The disbursement requests shall be signed by an authorized representative of the Ministry of Justice and Human Rights. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement requests.
- 5.7 All disbursements are conditional upon the Ministry of Justice and Human Rights' continued compliance with the requirements in the Agreement, including the timely fulfilment of reporting obligations. Except for the Project's first year, the second disbursement each year is subject to MFA's receipt and approval of the progress report and financial report.
- 5.8 All disbursements will be made in Euros to the following separate bank account with the Angolan Ministry of Justice and Human Rights:



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Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

Name of the account: Ministério da Justiça e dos Direitos Humanos

Account no.: 17604743510001

IBAN no.: AO06 004400007604743510185

Name and address of the bank: Banco Sol

Swift/BIC code: SOLOAOLU

Currency of the account: EURO

- 5.9 The Ministry of Justice and Human Rights 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. The Ministry of Justice and Human Rights shall make the funds available to the Project without delay.
- 5.10 MFA may in exceptional cases and if considered necessary for the successful implementation of the Project, upon request from the Ministry of Justice and Human Rights, effect disbursements directly to suppliers under the Project for procurement costs incurred under contracts entered into by the Partner. Such disbursements will only be made against requests accompanied by:
- a) a copy of the contract, if applicable;
 - b) original and specified invoice(s) from the supplier, including enclosures to such invoice;
 - c) a written approval of the invoice by the chief financial officer of the Ministry of Justice and Human Rights.
- 5.11 MFA shall report payments made according to clause 8 above to the Partner.

6 CONTRIBUTION OF THE PARTNER

- 6.1 The Ministry of Justice and Human Rights shall provide sufficient and qualified personnel and all financial as well as other resources that may be required, over and above the Grant, in order to implement the Project as planned.

7 IMPLEMENTATION PLAN AND BUDGET

- 7.1 An updated implementation plan and budget covering the period from January to December shall be submitted to MFA for approval by 01 October each year. The implementation plan and budget shall be set up in a way that allows for direct comparison with the description of the use of funds in the latest approved Application and shall be signed by an authorised representative of the Ministry of Justice and Human Rights.
- 7.2 The implementation plan shall be directly related to the results framework and shall specify planned activities and outputs as well as time schedules for the upcoming reporting period.
- 7.3 The updated budget shall be based on the approved budget and include estimated income to the Project from all sources as well as planned expenditures for the upcoming period. The estimated financial need of the Project in the next reporting period shall be clearly stated.

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

8 REPORTING ON RESULTS

- 8.1 A progress report covering the period from January to December shall be submitted to MFA for approval by March each year. The progress reports shall describe the results achieved under the Project during the reporting period and shall be set up in a way that allows for direct comparison with the latest approved Application, implementation plan and budget. It shall be signed by an authorised representative of the Ministry of Justice and Human Rights.
- 8.2 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 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 any deviations from the latest approved implementation plan and Application;
 - c) an assessment of how efficiently Project resources have been turned into outputs;
 - d) 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 article 3.3 above shall always be accounted for.

9 FINANCIAL REPORTS

- 9.1 A financial report covering the period from January to December shall be submitted to MFA for approval by March each year. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 11.
- 9.2 The financial reports shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an explanation of any deviations from the budget. It shall be certified by the financial controller as well as by an authorized representative of the Partner.
- 9.3 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.
- 9.4 Deviations from the approved budget shall be highlighted with information about both nominal amounts and percentage of each deviation. The Ministry of Justice and Human Rights shall include a written explanation of any deviations amounting to more than 10 % from a budget line.

10 AUDIT

- 10.1 The Project's annual financial statements shall be audited, and the audit report shall be submitted to MFA within June each year.



Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

- 10.2 Any other document from the auditor significant to the implementation of the Project, as well as the Ministry of Justice and Human Rights' comments thereto, shall be submitted to MFA within the same deadline.
- 10.3 The audit shall be carried out by the Angolan Auditor General or an independent certified or state-authorized public auditor acceptable to MFA. The international auditing standards issued by the International Organization of Supreme Audit Institutions (INTOSAI) shall be applied.
- 10.4 If the audit is carried out by an independent certified public accountant acceptable to MFA, international audit standards such as International Standards of Auditing (ISA), or equivalent shall be applied.
- 10.5 The auditor shall form an opinion on whether the 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, namely:
- a) the accounting principles followed by the Partner, and;
 - b) requirements of Article 9 clause 3.
- 10.6 The audit report shall include:
- a) identification of the Project's total expenses and total income;
 - b) the subject of the audit;
 - c) 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.
- 10.7 The costs of the audit shall be included in the Project budget.
- 10.8 The audit requirements stated in this Agreement shall be applied on the total Grant including any part of the Grant transferred to other entities.
- 10.9 MFA may request additional information from the auditor at any time. Such information shall be provided within 30 days of the request.

11 FINAL REPORT

- 11.1 A final report for the Support Period shall be submitted to MFA for approval within three months after the end of the Support Period. The final 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 Ministry of Justice and Human Rights.
- 11.2 The final report shall, as a minimum, include:
- a) the items listed for the progress reports described in Article 8 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 the sustainability of the achieved results under the Project.



Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

12 FORMAL MEETINGS

- 12.1 The Parties shall hold formal meetings twice per year, tentatively in April (Annual Meeting) and in November (Semi-Annual Meeting) in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the Embassy.
- 12.2 The main purpose of the annual meetings shall be to discuss and approve the annual progress report and the annual financial report.
- 12.3 The main purpose of the semi-annual meetings shall be to discuss and approve the work plan and the budget for the following period and approve the audit report for the previous year.
- 12.4 The Ministry of Justice and Human Rights shall record main issues discussed, points of view expressed, and decisions made, in minutes from the meetings. The Partner shall draft the minutes and submit them to the Embassy no later than two weeks after the meetings for any comments. The agreed minutes shall be signed by both Parties.
- 12.5 The Parties may invite others to participate as observers or advisers to their delegations. The Parties shall notify each other in advance of any external participants and their role in the meetings.
- 12.6 The Parties may agree to hold formal meetings if/when required. Details regarding agenda and procedures will be agreed upon by the Parties.

13 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 13.1 An end review focusing on results achieved by the Project shall be carried out by no later than six months after the completion of the program. MFA shall draft the terms of reference for the review and submit them to the Ministry of Justice and Human Rights for approval. The costs of the review shall be included in the Project budget.
- 13.2 If the Ministry of Justice and Human Rights or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, the Embassy shall be informed. The Ministry of Justice and Human Rights shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

14 PROCUREMENT

- 14.1 All procurements under the Project shall be undertaken by the Ministry of Justice and Human Rights and be completed in accordance with Annex C as well as any statutory requirements applicable in the Angolan jurisdiction.
- 14.2 The call for tenders/the shortlist of suppliers/ the award criteria/the procurement record and the draft contract shall be submitted to MFA for approval before being finalised. The Ministry of Justice and Human Rights shall also confirm in writing that the requirements agreed on in this article have been fulfilled.

15 PROJECT ASSETS

- 15.1 The Ministry of Justice and Human Rights shall have full ownership to all equipment, consumables and intellectual property rights procured or developed by use of the Grant, unless otherwise described in the Application. All matters associated with equipment, consumables and

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Agreement template: Grant Agreement	Foreign governmental entities	Revision no.:	3
	Grant Management Regime I	Date:	21.10.2019

intellectual property rights are the exclusive responsibility of the Ministry of Justice and Human Rights. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to MFA's prior approval.

- 15.2 MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.
- 15.3 Transfer of ownership of any equipment, consumables and/or intellectual property rights during the Support Period shall be executed in accordance with the national legislation of the Ministry of Justice and Human Rights and be made at market terms. Ownership may not be transferred to an employee of the Ministry of Justice and Human Rights or its cooperating partners, or anyone related to or connected with an employee, if such a relation could lead to a conflict of interest as described in Article 16 clause 2.
- 15.4 Before a transfer is decided, the Ministry of Justice and Human Rights 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.
- 15.5 The Ministry of Justice and Human Rights shall prepare records of transfer of ownership for any equipment, consumables and intellectual property rights. The records shall comprise information on the object of transfer, the original purchase price paid by the Partner, 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.
- 15.6 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Ministry of Justice and Human Rights shall inform MFA about the remaining equipment and goods that have been purchased by use of the Grant. 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.
- 15.7 The Grant may not be used to purchase or construct real property (land or buildings) unless specifically agreed upon between the Parties in writing.

16 CONFLICT OF INTEREST

- 16.1 The Parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 16.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Parties 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.
- 16.3 If a conflict of interest occurs, the affected Party 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.
- 16.4 If the conflict of interest cannot be resolved and if it relates to a decision or transaction of significance to the Project, the affected Party shall immediately notify the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.

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Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

17 FINANCIAL IRREGULARITIES

- 17.1 The Parties shall practise zero tolerance towards any financial irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel, contractor, implementing partners and beneficiaries of the Grant.
- 17.2 "Financial irregularities" refers to all kinds of:
- corruption, including bribery, nepotism and illegal gratuities;
 - misappropriation of cash, inventory and all other kinds of assets;
 - financial and non-financial fraudulent statements;
 - all other use of Project funds not in accordance with the Agreement and the latest agreed Application, implementation plan and budget.
- 17.3 The Parties are firmly committed to prevent, detect and manage financial irregularities and shall therefore:
- organise their operations and internal control systems in a way that financial irregularities are prevented and detected;
 - cooperate fully to prevent, stop and handle financial irregularities within and related to the Project;
 - require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.
- 17.4 The Parties shall immediately inform each other of any indication of financial irregularities and of the measures initiated to handle the situation.
- 17.5 The Parties shall cooperate fully in the investigations of such events, whether the investigation is led by MFA or the Ministry of Justice and Human Rights.
- 17.6 The Parties shall consider prosecution and/or other reasonable sanctions towards any person and/or legal entity suspected of financial irregularities within or in relation to the Project.
- 17.7 MFA may apply any measure as referred to in Article 19 clauses 1 and 2, with immediate effect and irrespective of Article 20 clause 3, if MFA determines that any financial irregularities have occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the financial irregularity.

18 TRANSPARENCY

- 18.1 The Parties shall distribute copies of this Agreement, as well as any subsequent amendments thereof, to all individuals and institutions involved in the Project or otherwise in need of information regarding its content.
- 18.2 The Ministry of Justice and Human Rights shall publish the following in a dedicated and easily accessible place of its internet site:
- a copy of this Agreement, any addendum and any Contract referred to in Article 3.4;
 - the title and value of any contracts and/or sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are financed by the Grant;
 - names and nationalities of the respective agreement parties, and if relevant any further sub-grantees or contractors in receipt of Project funds;

Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

If internet publication is impossible, all the information in this clause shall be published by other appropriate means. The Ministry of Justice and Human Rights shall give the Embassy precise information on where the publication is made.

Publication shall take place as soon as possible, and at the latest within six months after the contracts and/or sub-agreements were entered into.

Any deviations from this clause 18.2 shall be agreed by the Parties in writing.

- 18.3 The Parties shall make other project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may be denied if such disclosure is prohibited by national legislation, confidentiality obligations and/or if it may be detrimental to the Partner's legitimate interests.

19 VERIFICATION

- 19.1 Representatives of Norway may at all times carry out independent reviews, field visits, evaluations and other control measures to verify that the Grant has been used in accordance with the Agreement.
- 19.2 The Ministry of Justice and Human Rights shall facilitate such control measures by providing all information and documents necessary to carry out the relevant initiative, as well as ensuring the unrestricted access of such representatives to any premises, records, goods and documents requested.
- 19.3 The Ministry of Justice and Human Rights shall ensure that the representatives of Norway have access to the auditor of the Project, as well as to the auditor's assessments of all relevant information pertaining to the Project. The Partner shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 19.4 The rights and obligations of this Article shall remain in force for five years following the end of the Support Period or termination of the Agreement, whichever occurs later.

20 RESERVATIONS

- 20.1 MFA reserves the right to withhold disbursements at any time in case the Ministry of Justice and Human Rights fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities.
- 20.2 MFA reserves the right to terminate the Agreement with immediate effect and/or claim repayment of all or parts of the Grant in the event of material breach of this Agreement by the Ministry of Justice and Human Rights. Material breach of the Agreement shall include, without limitation, the following:
- all or part of the Grant, including Grant funds at the account of supplier(s), has not been used in accordance with the Agreement and/or approved implementation plans and budget,
 - the use of the Grant has not been satisfactorily accounted for,
 - the Ministry of Justice and Human Rights has, after having been granted an extended deadline, failed to provide the agreed reports,
 - financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Project,



Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

- e) the Ministry of Justice and Human Rights has failed to inform MFA of indication of financial irregularities within the Project in accordance with Article 17 above.

20.3 The Parties shall consult each other before withholding disbursements, claiming repayment or terminating this Agreement.

21 SEXUAL EXPLOTATION, ABUSE AND HARASSMENT

21.1 MFA has zero tolerance for inaction against sexual exploitation, abuse and harassment (SEAH). The Ministry of Justice and Human Rights shall have a victim/survivor-centered 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.

20.2 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.

20.3 The Ministry of Justice and Human Rights shall: a) adhere to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" and/or the SEAH 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.

20.4 The Ministry of Justice and Human Rights 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.

20.5 The Ministry of Justice and Human Rights 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.

20.6 Upon request from MFA, the partner shall grant the MFA access to all relevant information and documentation related to the partner's adherence with this article.

22 LIABILITY

22.1 Neither of the Parties shall be held liable for damage, injury or loss of income sustained by the other Party or its agencies, staff or property as a direct or indirect consequence of the Project or



Agreement template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	3 21.10.2019
--	--	------------------------	-----------------

services provided thereunder. No claim for compensation or increases in payment in connection with such damage, injury or loss of income will be accepted.

- 22.2 The Ministry of Justice and Human Rights 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 Ministry of Justice and Human Rights shall indemnify MFA against any claim or action from the Ministry of Justice and Human Rights' employees or third parties in relation to the Project.

23 DURATION, AMENDMENT AND TERMINATION

- 23.1 The Agreement shall enter into force on 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 this Article. Whether the obligations shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by MFA in a completion letter.
- 23.2 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.
- 23.3 Each Party may terminate the Agreement upon three months written notice. If the Project cannot continue without the financial support of MFA, the Ministry of Justice and Human Rights shall exert its best efforts to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

24 RETURN OF INTEREST AND UNUSED FUNDS

- 24.1 Upon completion of the Support Period or upon termination of this Agreement, any unused funds that total NOK 500 or more shall in its entirety be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest which have not been used for Project purposes, and other financial gain accrued on the Grant. This does not apply in case of termination where such funds have been irrevocably committed by the Ministry of Justice and Human Rights in a legally binding agreement entered into with any third parties prior to the receipt of the notice of termination.

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

Name of the account: Embaixada Real da Noruega

Account no.: 37157530 001

IBAN no.: AO06 0006 0000 0037 1575 3010 4

Name and address of the bank: BFA

Swift/BIC code: 596

- 24.3 The transaction shall be clearly marked: "Unused funds". The name of the Ministry of Justice and Human Rights shall be stated, along with the Embassy's agreement number and agreement title.

25 DISPUTE RESOLUTION

- 25.1 Any dispute concerning this Agreement shall be settled by consultations between the Parties.



Handwritten signature and initials, possibly 'BDA'.

Modelo de acordo:	Entidades governamentais estrangeiras	Revisão n.º:	3
Acordo de subvenção	Regime de Gestão de Subvenções I	Data:	01.05.2023

IBAN n.º: AO06 0006 0000 0037 1575 3010 4

Nome e endereço do banco: BFA

Código Swift/BIC: 596

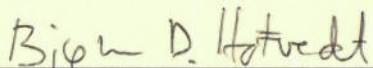
- 24.3 A transacção deve ser claramente assinalada: "Fundos não utilizados". O nome do Ministério da Justiça e dos Direitos Humanos deve ser indicado, juntamente com o número de acordo da Embaixada e o título do acordo.

25 RESOLUÇÃO DE LITÍGIOS

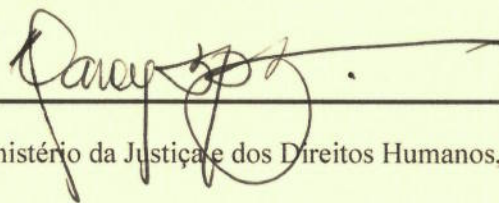
- 25.1 Qualquer litígio relativo ao presente Acordo será resolvido através de consultas entre as Partes.

EM TESTEMUNHO DO QUE os abaixo assinados, agindo em nome da sua respectiva, as Partes assinaram o Acordo em dois -2- originais nas línguas inglesa e portuguesa, cabendo um duplicado para cada uma das Partes. Em caso de discrepâncias entre as duas versões e quaisquer traduções posteriores, prevalecerá a versão em língua inglesa.

Luanda, 19 de Julho de 2023



Pelo Ministério dos Negócios Estrangeiros do
Reino da Noruega



Pelo Ministério da Justiça e dos Direitos Humanos,

Anexos:

Anexo A: Orçamento

Anexo B: Quadro de Resultados

Anexo C: Regras de Contratação Pública

ORÇAMENTO

PROJECTO DE FORMAÇÃO EM DIREITOS HUMANOS ANGOLA 2022-2025		2023 - Montante total EUR	2024 - Montante total EUR	2025 - Montante total EUR	2026 - Montante total EUR
Rubrica orçamental 1 Cursos Diploma Oslo (ODC)	Taxas	20.000,00 €	10.000,00 €	20.000,00 €	10.000,00 €
	Custos Directos	120.000,00 €	100.000,00 €	100.000,00 €	50.000,00 €
	Total (Taxas e custos)	140.000,00 €	110.000,00 €	120.000,00 €	60.000,00 €
Rubrica orçamental 2 Cursos Curta Duração em Direitos Humanos	Taxas	0,00 €	2.500,00 €	5.000,00 €	2.500,00 €
	Custos Directos	0,00 €	16.567,00 €	20.567,00 €	20.000,00 €
	Total (Taxas e custos)	0,00 €	19.067,00 €	25.567,00 €	22.500,00 €
Rubrica orçamental 3 Cursos Orientados para Profissionais da comunicação social	Taxas	8.000,00 €	6.000,00 €	4.000,00 €	4.000,00 €
	Custos Directos	15.000,00 €	17.000,00 €	21.000,00 €	23.763,00 €
	Total (Taxas e custos)	23.000,00 €	23.000,00 €	25.000,00 €	27.763,00 €
Rubrica orçamental 4 Cursos bolsa para Curso de Mestrado	Taxas	0,00 €	7.500,00 €	6.000,00 €	8.000,00 €
	Custos Directos	0,00 €	45.000,00 €	56.000,00 €	50.000,00 €
	Total (Taxas e custos)	0,00 €	52.500,00 €	62.000,00 €	58.000,00 €
Rubrica orçamental 5 Cursos Formação e Capacitação dos Comités Locais de Direitos Humanos	Taxas	15.000,00 €	4.000,00 €	8.000,00 €	4.000,00 €
	Custos Directos	112.000,00 €	102.000,00 €	52.000,00 €	45.000,00 €
	Total (Taxas e custos)	127.000,00 €	106.000,00 €	60.000,00 €	49.000,00 €
Rubrica Orçamental 6 Fórum sobre Empresas e Direitos Humanos	Taxas	6.000,00 €	6.000,00 €	6.000,00 €	3.000,00 €
	Custos Directos	34.000,00 €	35.000,00 €	30.000,00 €	17.000,00 €
	Total (Taxas e custos)	40.000,00 €	41.000,00 €	36.000,00 €	20.000,00 €
Rubrica orçamental 7 Divulgação e Comunicação	Taxas	4.000,00 €	5.000,00 €	4.000,00 €	2.000,00 €
	Custos Directos	19.000,00 €	22.000,00 €	15.000,00 €	10.000,00 €
	Total (Taxas e custos)	23.000,00 €	27.000,00 €	19.000,00 €	12.000,00 €
Rubrica orçamental 8 Formação e investigação em Universidades de Angola	Taxas	6.289,00 €	2.000,00 €	4.000,00 €	1.127,00 €
	Custos Directos	22.000,00 €	12.645,00 €	25.941,00 €	10.000,00 €
	Total (Taxas e custos)	28.289,00 €	14.645,00 €	29.941,00 €	11.127,00 €
Rubrica orçamental 9 Formação de Formadores em Direitos Humanos para a Policia Nacional	Taxas	6.487,00 €	3.500,00 €	8.000,00 €	2.500,00 €
	Custos Directos	25.654,00 €	15.000,00 €	14.000,00 €	10.000,00 €
	Total (Taxas e custos)	32.141,00 €	18.500,00 €	22.000,00 €	12.500,00 €
Rubrica orçamental 10 Administração, gestão e auditoria	Taxas	12.000,00 €	15.768,00 €	15.000,00 €	13.000,00 €
	Custos Directos	58.120,00 €	36.120,00 €	47.000,00 €	40.000,00 €
	Total (Taxas e custos)	70.120,00 €	51.888,00 €	62.000,00 €	53.000,00 €
Contigência: flutuações cambiais,custos imprevistos e pedidos urgentes não orçamentados de partene		5.000,00 €	5.000,00 €	5.000,00 €	5.000,00 €
Totais de taxas por ano		77.776,00 €	62.268,00 €	80.000,00 €	50.127,00 €
Totais de custos directos por ano		405.774,00 €	401.332,00 €	381.508,00 €	275.763,00 €

Total (Taxas e custos por ano)	488.550,00 €	468.600,00 €	466.508,00 €	330.890,00 €
TAXAS TOTAIS	MONTANTE TOTAL POR ANO			
CUSTOS DIRECTOS TOTAIS				270.171,00 €
MONTANTE TOTAL				1.464.377,00 €
				1.754.548,00 €

Nota1: As despesas realizadas antes da assinatura do Projecto, desde que devidamente autorizadas e justificadas, devem ser custeadas pelo referido Orçamento.

Nota2: Por motivos práticos, foi acordado que o orçamento fosse feito em Euros. A taxa de conversão da Coroa Norueguesa (NOK) para o Euro, por altura da assinatura do Acordo, é de 1 Euro = 11,37 NOK. Sublinha-se que o financiamento Norueguês é feito em Coroa Norueguesas. Compreende-se que as moedas possam flutuar. Não se prevê, no Acordo, compensação por perdas relativas à flutuações cambiais.

**RESULTADOS DO
PROJECTO DE
FORMAÇÃO EM
DIREITOS
HUMANOS
ANGOLA 2023-2026**

QUADRO DE RESULTADOS DO PROJECTO DE FORMAÇÃO EM DIREITOS HUMANOS ANGOLA: 2023-2026

		Dados indicadores							
NÍVEL	RESULTADO ESPERADO	INDICADORES	BASELINE Y0	TARGET Y1	TARGET Y2	ALVO FINAL Y4	Fonte de dados de verificação	Comentários	
IMPACTO	Cultura angolana dos Direitos Humanos reforçada	UPR Relatórios (governo e sociedade civil) reconhece a melhoria da situação dos Direitos Humanos;	Relatórios 2019	2019 Relatório	2019 relatórios (governo e sociedade civil)	2019 relatórios (governo e sociedade civil)	Documento web https://www.upr-info.org/pt/pt/review/Angola	É possível deduzir a partir do relatório de 2024 se foram feitos progressos desde 2019. Um aspecto chave a este respeito é comparar os relatórios do governo e da sociedade civil para ver se existe acordo sobre o progresso global.	
		Melhor pontuação no Índice de Governança Mo Ibrahim África	Angola tem uma pontuação de 39,2 de um total de 100	Pontuação do índice 40 ou superior	Pontuação do índice 42	Pontuação do índice 44	URL	O índice é um bom indicador da situação dos Direitos Humanos, pois inclui o Estado de direito, a democracia e a corrupção. Deve também correlacionar com um indicador UPR mais qualitativo.	

<p>Resultado Intermediário</p>	<p>Maiores o envolvimento da sociedade civil e maior acesso ao conhecimento e à informação sobre Direitos Humanos</p>	<p>Consultas da sociedade civil para 2024 UPR relatório</p>	<p>Consulta limitada da sociedade civil com menos de 3 actores não governamentais consultados para o relatório de 2022.</p>	<p>6+ actores não governamentais consultados.</p>	<p>6+ não-governamentais consultados.</p>	<p>6+ não governamentais consultados</p>	<p>Documento, inquérito</p>	<p>A participação da sociedade civil na UPR irá provavelmente reforçar a mudança cultural ao nível do impacto, onde o governo permite uma maior participação e propriedade não governamental.</p>
	<p>% de participantes da sociedade civil e civil satisfeitos com a consulta.</p>	<p>Nº de universidades que oferecem cursos sobre Direitos Humanos, % de estudantes que completam cursos</p>	<p>25% satisfação,</p>	<p>50% satisfação.</p>	<p>50% satisfação.</p>	<p>75% satisfação.</p>	<p>Documento, URL,</p>	<p>Com base nas consultas de 2022 com vários actores académicos e da sociedade civil, será conduzido um inquérito para consultar os mesmos e outros actores para medir a satisfação do processo e a participação. O aumento da procura e oferta de cursos de Direitos Humanos nas universidades permite mais conhecimentos e informação sobre os Direitos Humanos em Angola.</p>
	<p>3</p>	<p>1 universidade</p>	<p>1 universidade</p>	<p>1 ligação universitárias, 70% funcionários completos</p>	<p>3 universidades, 80% conclusão</p>			

		Nº de emissões de meios de comunicação educativos (rádio ou tv) sobre o tema dos Direitos Humanos abertasa público.	8	1 rádio ou TV emissão	1 rádio ou TV broadcast	2 rádios ou TV emissões	Ficheiro de vídeo ou som	A emissão de meios de comunicação educativos é entendida como sendo um programa de televisão ou rádio que informa os cidadãos sobre Direitos Humanos, ou seja, não de uma perspectiva de violação política ou específica.
RESULTADO I	O MINJUSDH melhorou a competência da capacidade para sensibilizar e formar as partes interessadas nos Direitos Humanos em Angola	Nº de treinamentos de partes interessadas realizados por pessoal certificado pelo MINJUSDH, % Taxas de satisfação das partes interessadas	5 % Satisfação	2, 50% satisfação	3, 50% satisfação	5, 70% Satisfação	Fotografia e lista de presenças Fotografia e lista de presenças	A formação pode ser seminário, workshop ou similar realizada pelo pessoal do MINJUSDH (que frequentou a ODC) para outros ministros, governamentais, academia ou sociedade civil. A qualidade das formações será mensurada por inquérito entre os interessados.

		Nº de actores (académicos, sociedade civil, outras agências governamentais) Que participam em reuniões anuais de detentores de partes interessadas convocadas pelo MINJUSDH.	1362	200	350	400		A reunião das partes interessadas é uma inovação do Projecto para assegurar um maior envolvimento e que o reforço da capacidade/competência não se limita ao MINJUSDH.
SAÍDA 1.1	MINJUSDH Funcionários com mestrados em direitos Humanos	Nº de mestrados completos em Direitos Humanos	11	2	3	2	Comprovação do grau e da classificação	
RESULTADO 1.2	Oslo Diplome Course (ODC)	Nº de formandos ODC (10-15 participantes), satisfação dos participantes e desagregação de por sexo	80	5, alta satisfação de 30% de mulheres	6, alta satisfação e 40% mulheres	8, alta satisfação de 50% de mulheres	Certificados	A elevada satisfação refere-se a 75% dos participantes que o indicam no inquérito de feedback. O objectivo do género refere-se ao número de mulheres.

SAIDA 1.3	Cursos de Curta Duração em Direitos Humanos	Nº Participantes angolanos a concluir o curso. Feedback e exemplos de	20	4 Feedba ck positivo	6 Feedba ck positivo	5 Feedba ck positivo	Certificado	
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		MINIUSDH sobre como o curso melhorou a no desempenho dos magistrados em matéria de Direitos Humanos	Muito, capacidade de gestão do Projecto	mn. 1 exemplo	mn. 1 exemplo	mn. 1 exemplo		Traduz-se em relatórios governamentais e aplicação de instrumentos jurídicos relevantes.
<i>Saida 1.4</i>	Formação e Capacitação dos Comités Locais de Direitos Humanos	Nº MINIUSDH actividades que têm lugar nas províncias e Nº de beneficiários	15	18	18	18	Fotos e Listas de presenças	As actividades serão formações, seminários ou reuniões de informação sobre Direitos Humanos.
RESULTADO2	As partes interessadas angolanas melhoraram o conhecimento e a competência a sobre o Direitos Humanos	% de beneficiários não-MINIUSDH recebem certificado e expressam elevada satisfação e relevância para o seu trabalho	80	15	15	15	Certificados e listas de presença	O certificado será baseado numa participação satisfatória, incluindo tarefas. Inquérito aos beneficiários não pertencentes à RMC que tenham participado em formação por exemplo, ODC ou OPC.

RESULTADOS	As	Nº do pessoal docente universitário envolvido na investigação sobre	Investigadores:	Pesquisas	Pesquisas	Investigações	Documentos, URL	O ensino entendido como cursos e a investigação como publicações ou participação em Projectos de investigação.
	As universidades angolanas dedicam-se à investigação sobre Direitos Humanos e fornecem educação sobre Direitos Humanos.	Investigação sobre Direitos Humanos, Nº de publicações e número de palestras individuais	Investigadores: 5 Publicações: 5 Palestras individuais: 10	Pesquisas: 2 Publicações: 1 Palestras individuais: 2	Pesquisas: 2 Publicações: 1 Conferências Individuais: 2	Investigações: 2 Publicações: 2 Palestras individuais: 2		

RESULTADO 32	Apoio à investigação e intercâmbio de entregas	Nº produtos de investigação sobre Direitos Humanos	5	1	2	3	O produto de investigação pode ser livro, artigo, ferramenta ou outro produzido com o apoio do Projecto. Todos os produtos de investigação a estar disponíveis no centro virtual.
	Nº Licenciados angolanos ou membros do corpo docente universitário orientaram ou participaram no intercâmbio de investigação	4	1	2	3	Projecto MINJUSDH para orientar ou facilitar a participação dos beneficiários do Projecto no intercâmbio de investigação com parceiros de investigação noruegueses ou internacionais.	

Standard:	Foreign governmental entities	Revision no.:	1
Procurement Provisions	Grant Management Regime I	Date:	01.03.2016

ANNEX C: PROCUREMENT IN THE CONTEXT OF PROJECTS FINANCED BY THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

The Partner applies its own procurement rules if they offer guarantees equivalent to internationally accepted standards. If the rules do not offer equivalent guarantees, or in specific cases, the MFA and the Partner will agree on the use of other procurement procedures offering such guarantees. In this case, the rules to be followed are set forth in the Grant Agreement.

Notwithstanding the above, all procurements carried out by the Partner in the context of the Project shall comply with the principles and provisions set forth in this Annex C.

1 INTRODUCTION

- 1.1 This Annex C sets out procurement rules and principles which shall be applied by the Partner 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 Annex C.
- 1.2 The MFA may carry out ex post checks on the Partner's compliance with the rules set forth in this Annex C.
- 1.3 Failure to comply with the rules set forth in this Annex C shall render the Project expenditure ineligible for MFA funding and may lead to withholding funds or claim for repayment in accordance with article 20 of the Grant Agreement.
- 1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Annex C are amounts excluding value-added tax (VAT).
- 1.5 The procurement provisions shall also apply to any procurements to be carried out by the Partner's cooperation partners or others. The Partner shall be responsible for compliance regardless of whether the procurement is carried out by the Partner itself or its cooperation partners or others.

2 BASIC PRINCIPLES

- 2.1 If a Project requires procurement by the Partner, 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 Partner 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.

Standard:	Foreign governmental entities	Revision no.:	1
Procurement Provisions	Grant Management Regime I	Date:	01.03.2016

- 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 Partner 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 Partner 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 Partner shall evaluate the offers received against objective criteria, which enable the Partner 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 Partner 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 Partner 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 Partner 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 Partner or those of the country where the contract is to be performed;

Standard:	Foreign governmental entities	Revision no.:	1
Procurement Provisions:	Grant Management Regime I	Date:	01.03.2016

- 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 Partner 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 Partner 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 Partner may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.

4.2 The Partner 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 Partner 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.

Standard:	Foreign governmental entities	Revision no.:	1
Procurement Provisions	Grant Management Regime I	Date:	01.03.2016

- 4.6 For contracts with a value exceeding NOK 100 000, the Partner 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 Partner 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.