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Grant Agreement	Grant Management Regime I	Date:	01.03.2016

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

COMMISSIONER FOR THE PROTECTION OF EQUALITY

REGARDING

SRB-17/0015 CPE - Strengthening local antidiscrimination capacities and institutional capacities of the CPE

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THIS AGREEMENT (the Agreement) is entered into between the NORWEGIAN MINISTRY OF FOREIGN AFFAIRS (MFA) and COMMISSIONER FOR PROTECTION OF EQUALITY - CPE (the Partner) (jointly referred to as the Parties).

WHEREAS the Partner in letter dated 21 November 2017 has requested Norway for support to project "Strengthening local antidiscrimination capacities and institutional capacities of the CPE"; 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, set forth the terms and procedures for MFA's financial support to the project titled "Strengthening local antidiscrimination capacities and institutional capacities of the CPE", PTA agreement number SRB-17/0015 (the Project). The Project is further described in the application titled "Strengthening local antidiscrimination capacities and institutional capacities of the CPE", dated 20.11.2017 (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 11 December 2017 and 11 December 2019 (the Support Period).

1.3 The expected results of the Project are as follows:

The planned effects on society (Impact) are: to improve human and minority rights and social inclusion of marginalized groups in the Republic of Serbia and reduce the number of discrimination cases before local municipality organs and public institutions at local and central level.

The planned effects for the target group of the Project (Outcomes) are:

1. Strengthened technical capacities and competences of the CPE for reporting through improved database and research
2. Improved capacity of (local) public administration to recognize discrimination cases and to prevent discrimination in their work
3. Raised public awareness of discrimination issues, especially at the local level

1.4 The full results framework is as set out in Annex B.

1.5 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 Belgrade is competent to act on behalf of MFA. All communication to MFA regarding this Agreement shall be directed to:

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Royal Norwegian Embassy, Milentija Popovica 5a, 11000 Belgrade, Republic of Serbia

Projects.belgrade@mfa.no

- 2.2 Commission for the Protection of Equality is competent to act on behalf of the Partner. All communication to the Partner regarding this Agreement shall be directed to:

Commission for the Protection of Equality, Bulevar Kralja Aleksandra 84, 11000 Belgrade

poverenik@ravnopravnost.gov.rs

Emila.spasojevic@ravnopravnost.gov.rs

- 2.3 The Parties may give notice of other contact information to replace the above.
- 2.4 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 Partner shall have the overall responsibility for planning, implementing, reporting and monitoring of the Project, and shall:
- implement the Project in accordance with the latest agreed Application, including implementation plan and budget;
  - exercise the necessary diligence, efficiency and transparency in line with best practise principles;
  - ensure sound financial management of the Project, including that all Project funds are satisfactorily accounted for;
  - ensure that the Grant is properly reflected in the plans, budgets and accounting of [specify name of the Partner's country];
  - keep MFA informed of any plans for major organisational changes;
  - ensure that all permits, import licenses and foreign exchange permissions that are or may be required are granted;
  - be solely responsible for any adverse effects of the Project;
  - <specify any other relevant obligations;>
- 3.3 The Partner shall identify, assess and mitigate any relevant risks associated with the implementation of the Project, including the risk of corruption and other financial irregularities, and any potential negative effects that the Project may have on the environment and climate, gender equality and human rights.

### 4 THE GRANT



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- 4.1 MFA shall, subject to Norwegian parliamentary appropriations, provide a financial grant not exceeding NOK 1.713.806 (Norwegian Kroner one million seven hundred and thirteen thousands eight hundred and six) (the Grant).
- 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 Partner 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.

## 5 DISBURSEMENTS

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need 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 Partner describing the financial need for the period in question.
- 5.2 Financial need refers to the budgeted expenditures for the upcoming period, less any funds available to the Project from all other sources during the same period.
- 5.3 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.
- 5.4 The disbursement requests shall be signed by an authorised representative of the Partner. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement requests.
- 5.5 All disbursements are conditional upon the Partner's continued compliance with the requirements in the Agreement, including the timely fulfilment of reporting obligations. Except for the Project's first year, the first/second disbursement each year is subject to MFA's receipt and approval of the progress report and financial report.
- 5.6 All disbursements will be made in NOK to the following separate bank account with the Commission for Protection of Equality of Serbia:

Name of the account: COMMISSIONER FOR PROTECTION OF EQUALITY

Account no./IBAN no.: RS3584000000013673151

Name and address of the bank: Ministry of finance – Treasury administration account with National Bank of Serbia; Belgrade, Pop Lukina 7-9

Swift/BIC code: NBSRRSBGXXX

Currency of the account: EUR

- 5.7 The Partner 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 Partner shall make the funds available to the Project without delay.
- 5.8 MFA may in exceptional cases and if considered necessary for the successful implementation of the Project, upon request from the Partner, 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:

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- 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 [specify name of relevant ministry].

5.9 MFA shall report payments made according to clause 8 above to the Partner.

## 6 CONTRIBUTION OF THE PARTNER

6.1 The Partner 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.

6.2 The financial contribution of the Partner is detailed in the budget in Annex A.

## 7 IMPLEMENTATION PLAN AND BUDGET

7.1 An updated implementation plan and budget covering the period from 1 December 2018 to 11 December 2019 shall be submitted to MFA for approval by 15 November 2018. 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 Partner.

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.

## 8 REPORTING ON RESULTS

8.1 A progress report covering the period from December to May shall be submitted to MFA for approval by 1 June and covering the period from June to November shall be submitted to MFA for approval by 1 December 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 Partner.

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 account of materialised risk factors to the Project and how they were handled in the reporting period and/or will be handled going forward. Identified risks related to the climate and



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environment, gender equality, corruption and other financial mismanagement and human rights shall always be accounted for.

## 9 FINANCIAL REPORTS

- a) A financial report covering the period from December to May shall be submitted to MFA for approval by 1 June and covering the period from June to November shall be submitted to MFA for approval by 1 December 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.
- 9.1 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 authorised representative of the Partner.
- 9.2 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:
- the accounting principles applied;
  - income from all sources, including bank interest. MFA's contribution shall be specified;
  - expenses charged/capitalised in the relevant reporting period;
  - expenses charged/capitalised from start-up of the Project to the end of the reporting period;
  - unused funds as per the reporting date;
  - overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions; balance sheet, when required in accordance with the accounting principles applied;
  - explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.
- 9.3 Deviations between the approved budget and the expenses charged/capitalised shall be highlighted with information on both nominal amounts and percentage of each deviation. The Partner 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 [specify deadline] each year.
- 10.2 Any other document from the auditor significant to the implementation of the Project, as well as the Partner's comments thereto, shall be submitted to MFA within the same deadline.
- 10.3 The audit shall be carried out by an independent chartered/certified public accountant acceptable to MFA. International audit standards such as International Standards of Auditing (ISA) 800, ISA 805, or equivalent shall be applied.
- 10.4 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:
- the accounting principles followed by the Partner, and;
  - requirements of Article 9 clause 3.

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10.5 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.

10.6 The costs of the audit are included in the Project budget.

10.7 The audit requirements stated in this Agreement shall be applied on the total Grant including any part of the Grant transferred to other entities.

10.8 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 [specify number] 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 Partner.

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.

## 12 FORMAL MEETINGS

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

## 14 PROCUREMENT

14.1 All procurement under the Project shall be undertaken by the Partner and be completed in accordance with Annex C as well as any statutory requirements applicable in the jurisdiction of the Partner.



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## 15 PROJECT ASSETS

- 15.1 The Partner 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 intellectual property rights are the exclusive responsibility of the Partner. 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 Partner and be made at market terms. Ownership may not be transferred to an employee of the Partner or its cooperating partner, 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 Partner 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 Partner 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 Partner 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 unless otherwise agreed by the Parties.
- 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 occur, 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.

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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.

## 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:

- 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 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:

- a) organise their operations and internal control systems in a way that financial irregularities are prevented and detected;
- b) cooperate fully to prevent, stop and handle 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.

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 Partner.

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 20 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 on its content.

18.2 The Partner shall publish the following in a dedicated and easily accessible place of its internet site:

- a) a copy of this Agreement,



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- b) 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 to be financed by the Grant;
- c) names and nationalities of the respective agreement parties and, if relevant end any further sub-grantees or contractors in receipt of Project funds;

If internet publication is impossible, all the information in clause 3 shall be published by other appropriate means. The Partner shall give MFA 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 Partner 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 Partner shall ensure that the representatives 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 after termination of the Agreement.

## 20 RESERVATIONS

- 20.1 MFA reserves the right to withhold disbursements at any time in case the Partner 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 Partner. Material breach of the Agreement shall include, without limitation, the following:
- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
  - b) the use of the Grant has not been satisfactorily accounted for,
  - c) the Partner has, after having been granted an extended deadline, failed to provide the agreed reports,
  - d) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Project,



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- e) the Partner has failed to inform MFA of indication of financial irregularities within the Project in accordance with Article 17 above.

- 20.3 Before withholding disbursements, claiming repayment or terminating this Agreement, the Parties shall consult with a view to reaching a solution on the matter.

## 21 LIABILITY

- 21.1 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. No claim for compensation or increases in payment in connection with such damage, injury or loss of income will be accepted.
- 21.2 The Partner 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 Partner shall indemnify MFA against any claim or action from the Partner's employees or third parties in relation to the Project.

## 22 DURATION, AMENDMENT AND TERMINATION

- 22.1 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.
- 22.2 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.
- 22.3 Each Party may terminate the Agreement upon three months written notice. If the Project cannot continue without the financial support of MFA, the Partner shall exert its best efforts to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

## 23 RETURN OF INTEREST AND UNUSED FUNDS

- 23.1 Upon completion of the Support Period or upon termination of this Agreement, any unused funds that total more than NOK 500 shall 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 Partner in a legally binding agreement entered into with any third parties prior to the receipt of the notice of termination.
- 23.2 Repayments shall be made to the following bank account:
- Name of the account: Royal Norwegian Embassy in Belgrade  
Account no.: 265100000005483946  
IBAN no.: RS35265100000000198319  
Name and address of the bank: Raiffeisen Bank ad Beograd  
Swift/BIC code: RZBSRSBG
- 23.3 The transaction shall be clearly marked: "Unused funds". The name of the Partner shall be stated, along with the MFA's agreement number and agreement title.

## 24 DISPUTE RESOLUTION

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

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IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Party, have signed the Agreement in two -2- originals in the English language, whereof the Parties keep one each. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Belgrade

Date: 2016-17



for the Norwegian Ministry of Foreign Affairs.

Arne Sannes Bjornstad  
Ambassador



For the Commission for the Protection of Equality.

Brankica Jankovic  
Commissioner for the Protection of Equality

### Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

Annex C: Procurement Provisions



Risk	Probability	Impact	Overall risk	Risk-reducing measures	Responsibility	Deadline	Status
[Risk that could affect goal achievement] Local elections in 2017 or in the beginning of 2018 (in Belgrade) may delay the implementation of activities	high	medium	medium	If certain delays occur, CPE will focus on technical capacity building activities until the critical period is finished.	CPE	the first quarter of 2018	The CPE and the project team will calculate the possible impact on the project of the election results and prevent possible delays.
Potential general elections may lead to election of a new local authority representatives, causing delay in implementation	low	low	low	If certain delays occur, CPE will focus on technical capacity building activities until the critical period is finished.	CPE	the first quarter of 2018	The CPE and the project team will calculate the potential risk impact. Unexpected delays can be minimized through strategic scheduling having in mind all potential consequences.
Increase of inflation (reducing the grant value)	medium	medium	medium	Should the inflation significantly raise over the next two years, activities and expenditure will be optimized to suit the value of the project budget.	CPE	duration of the project / 2 years	
Risk from corruption	Low	low	low	The project management will respond quickly and professionally to indications of corruptions.	CPE	duration of the project/ 2 years	This project will have zero tolerance towards corruption. All signed contracts will include this statement.
Participation on trainings	Low	low	low	the preparation for this activity will be done on time in order to prevent any lack of participants, but if certain problems occur the team will	CPE	June 2018 / September 2019	Training participants will be selected on time and they will have the written authorization from their superiors. Additionally, the project team will confirm



Delays with procurement	Low	Low	low	<p>identify the alternatives (changed meeting room, added new participants) and react on time.</p> <p>If certain delays occur, the project management will focus on solving any possible reason for delay. The possibility of delays with procurement will be calculated in the contract signed between the CPE and the procurement legal person, according to the law.</p>	CPE	<p>January 2018/June 2018</p>	<p>their participation prior to the training itself. Every possibility of lacking the participants will be covered by the selection of other participants.</p> <p>Project team will carefully and timely prepare these activities considering required work and resources, realistic deadlines, having in mind potential partner's availability, and all this will be factored into the schedule. The contract will contain all the possible risks. The project team will follow the implementation and the project manager will communicate effectively with partners in order to prevent any delays.</p>
Delays in delivery	Low	low	low	<p>If certain delays occur, the project team will evaluate the consequences and implement the relevant alternatives. The possibility of delays will be calculated in the contract signed with the implementator of the activity.</p> <p>If certain problem occur the project team will be ready to act timely.</p>	CPE	<p>Duration of the project /2 years</p>	<p>The activities will be carefully prepared including all potential problems, and the implementation will be covered with regular checks. Also, the project team will chose implementation partners carefully in order to avoid any delays. The contract will also secure any delays.</p> <p>The project team will follow the process and communicate often with the implementator of the activities. If project problems appear the project team will act quickly to avoid delays, but also to manage potential consequences.</p>
Quality of procured services/goods	low	low	low	<p>The project will ensure that priorities and needs of various</p>	CPE	<p>Duration of the project /2 years</p>	<p>By its nature this project will have no negative impact on human rights</p>
[Cross-cutting issues: Negative	low	low	low				

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impact on human rights]				years	
[Cross-cutting issues: Negative impact on women's rights and gender equality]	low	low	low	Duration of the project /2 years	No negative impact on women's rights and gender equality. The project team will carefully select partners, participants and other relevant project beneficiaries in order to promote gender equality.
[Cross-cutting issues: Negative impact on climate/environment]	low	low	low	Duration of the project /2 years	The project team will be aware of the potential risks having in mind the possibilities of the local partners (buildings, cars, paper, etc) The special
groups, in terms of gender, disability, ethnicity, age, sex, sexual orientation, and religious affiliation are respected, promoting equality, antidiscrimination and right to freedom of speech. Participation of the relevant stakeholders will include both men and women. Men and women and the representatives of different minorities must have equal rights and opportunities in all segments of the project. By its nature, the CPE cherish equality and non discrimination activities and promotes equality in every activity. CPE is aware that some projects can appear gender neutral in their context, but in practice they may have a very differential impact on women and men and other vulnerable groups. It is therefore important not to make general assumptions during the implementation of the project activities (taking into account gender and other specific needs)	See the above	CPE	CPE		
Project implementation will reflect environmental considerations. The project team and all other parties					




<p>[Cross-cutting issues: Negative impact on anti-corruption]</p>	<p>low</p>	<p>low</p>	<p>low</p>	<p>involved will minimize the environmental impact and risks and respect and safeguard the earth's capacity to support life in all its diversity. The project has minimal environmental impact and risks, but the special attention will be made concerning transportation, energy use in buildings or any environmentally sensitive areas).</p>	<p>CPE</p>	<p>Duration of the project /2 years</p>	<p>attention will be made in order to minimize negative impact on climate and environment during the project implementation.</p>	<p>Implementation of the activities will include zero tolerance on anti – corruption. Every doubt regarding corruption will be carefully investigated</p>
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**RESULTS FRAMEWORK:**

LEVEL	EXPECTED RESULT	INDICATORS	Indicator data				Data source of verification	Comments
			BASELINE Y0	TARGET Y1	TARGET Y2	FINAL TARGET YX		
<b>IMPACT</b>	To improve human and minority rights and social inclusion of marginalized groups in the Republic of Serbia and reduce the number of discrimination cases before local municipality organs and public institutions at local and central level.					<p>Reports on the progress of the EC Reports on implementation of the relevant documents, National reports on human and minority rights</p> <p>National Assembly conclusions based on the CPE reports</p>	<p>European integration will remain a key state priority. Protection of equality is high on the agenda of the Republic of Serbia. Serbia is conducting activities to fight discrimination (especially at the local level), as well as activities to promote equality.</p>	
<b>OUTCOME 1</b>	Strengthened technical capacities and competences of the CPE for reporting through improved database and research	CPE fully technically equipped for its work and possesses new set of tools for improving its	Outdated database	Database upgraded	Database upgraded	<p>Database upgraded</p> <p>IT equip. purchased</p> <p>Survey</p>	<p>- Annual reports of the CPE</p> <p>- Project reports/documentation</p> <p>- Publications</p> <p>- CPE files</p>	<p>- The staff of the Office of the Commissioner for the Protection of Equality</p>

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	performance	results from 2013	conducted	conducted	Database developed	- new data base, web site, and equipment of the CPE	prepared to use new IT equipment and Date base - Interested parties are willing to participate in planned events - Timely contributions and feedback on the project activities. - Local municipalities motivated to improve antidiscriminati on values in the scope of their work - All parties involved are using newly acquired knowledge and skills
<b>OUTPUT 1.1</b>	Internal CPE Data Base purchased	CPE fully technically equipped for	Outdated - 7 years old internal	New improved database of	New improved database of	Specification of the technical equipment of the	

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	its work and The Annual and Special Reports of the CPE contains variety of relevant data, shorter reporting time	database of the CPE	the CPE	the CPE	CPE in the end of the project	
<b>OUTPUT 1.2</b>	Equipment (8 laptop computers, 8 desk top computers/2 for awards (2018 and 2019) and 6 for the CPE, 8 printers) for the CPE Professional Service purchased	Partially outdated IT equipment	8 laptop and 8 desktop computers and 8 printers purchased	2 desktop computers purchased for awards	Specification of the technical equipment of the CPE in the end of the project	8 desk top computers will be purchased in total – 6 for the CPE and 2 for awards (one in 2018 and one in 2019), plus 8 laptop computers and 8 printers
<b>OUTPUT 1.3</b>	A survey conducted and survey report printed (survey on 'Attitude of Public Administration representatives towards Discrimination in Serbia') by selected Research Company	zero survey and zero survey publication	1 survey and 1 survey publication		Printed publication research data	
	<b>Improved capacity of</b>	Poor		300 LM	- Awarded LM	Establishing
	LM possesses			300 LM		



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<p><b>OUTCO ME 2</b></p>	<p><b>(local) public administration to recognize discrimination cases and to prevent discrimination in their work</b></p>	<p>new set of tools for improving their performance recognising and preventing discrimination in their work</p>	<p>knowledge among LM staff</p>	<p>representatives trained</p>	<p>representatives trained</p>	<p>-Project reports/documentation -press clipping - Press clippings - Case studies Coordination team using internal progress reports; * Reports, plans, printed publication, research report and other documents produced</p>	<p>solid coordination and communication mechanism – network of the LMR of the CPE - All parties interested in project activities</p>
<p><b>OUTPUT 2.1</b></p>	<p>15 trainings for local municipalities (LM) to recognize and prevent discrimination in their work conducted</p>	<p>Number of trained representatives of the LM</p>	<p>insufficient knowledge of local government representatives on discrimination</p>	<p>Improved knowledge of 300 representatives of LM on discrimination</p>	<p>Improved knowledge of 300 representatives of LM on discrimination</p>	<p>- Lists of participants, minutes from trainings Evaluation forms of events; Reports from trainings including evaluations, post-course assessment results</p>	
<p><b>OUTPUT</b></p>	<p>Revised, printed and</p>	<p>Revised</p>	<p>Majority of</p>	<p>1000</p>	<p>1000 copies</p>	<p>Confirmation by the</p>	

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<b>2.2</b>	disseminated Guidebook for Detecting Discrimination before the Public Authorities	Guidebook	municipalities in Serbia don't have Guidebook		copies of revised Guidebook presented and in use in all municipalities in Serbia	of revised Guidebook presented and in use in all municipalities in Serbia	municipalities' officials	
<b>OUTPUT 2.3</b>	Created criteria for the best three LM and the best LM by the expert	4 criteria for the best three LM are now in place	no criteria for selecting the best municipality	criteria established	criteria existing	criteria existing	CPE website and reports	
<b>OUTPUT 2.4</b>	Award jury established and the best three LM plus the best LM awarded/first awarding for the year 2018, and second time awarding for 2019;	Jury selected the best three LM plus the best LM awarded	No jury, no awards	Jury established 4 awards given	4 awards given	8 awards given	CPE website and reports	
<b>OUTPUT 2.5</b>	Established Local Municipality Representatives Network of the CPE	Number of members of the LMRN of the CPE  Number of meetings and other consultations annually	No network	No official network	More than 50 members	More than 50 members	Reports of the CPE	Exchange of information and sharing the good practice examples between CPE and the local and regional authorities are in daily use.

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<b>OUTCO ME 3</b>	<b>Raised public awareness of discrimination issues, especially at the local level</b>	Survey about public awareness on antidiscrimination issues  Media coverage of antidiscrimination issues on local level			Increase in public awareness about antidiscrimination issues  Increased media coverage in targeted municipalities			
<b>OUTPUT 3.1</b>	Web site of the CPE redesigned	Web site of the CPE available to all sensitive groups and contains all the information about the work of the CPE	Non-functional website	Technically improved website		Technically improved website available to all marginalized groups	Website address, comments of users	All sensitive groups and all citizens are in position to use the website of the CPE
<b>OUTPUT 3.2</b>	Local (and national) media promotion/antidiscrimination campaign carried out by selected Agency	Local and national media increasing interest in covering antidiscrimination issues	Insufficient promotion of the work of the Commission		Increased media coverage of antidiscrimination issues in	Increased media coverage of antidiscrimination issues in targeted municipalities	Number of media reports and other media tools conducted	The selected agency will conduct short and effective survey by mail or phone at the beginning of the



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		local level	targeted municipalities			promotional campaign in order to have one additional data about the citizen's attitude towards discrimination. Also they will gather press clipping covering the period of the beginning of the campaign and the end in order to compare the media coverage and the impact of the promotion.
<b>OUTPUT 3.3</b>	Press conference organized at the beginning of the project organized	0	0	1	1	All participants know about the project and activities and are willing to be a part of the project. All parties are interested in project activities
	Event organised	0	0	35	35	The beneficiaries shared their experiences
	Number of participants	0	0	35	35	
<b>OUTPUT 3.4</b>	Press conference organized after first year of the project on the project results in the	0	0	35	35	Media reports, CPE report about the event
	Number of participants	0	0	35	35	Media reports, CPE report about the event
	Annual awards	0	1	1	1	

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	first year and awarding ceremony	assigned to the best municipalities							Media reports, CPE report about the event	during the first year and awarded municipalities are involved in the upcoming activities of the project
<b>OUTPUT 3.5</b>	Final event /conference organized on project results and awarding ceremony	Number of participants Annual awards assigned to the best municipalities	0 0	0 1	50 1				Media reports, CPE report about the event	All the participants have all the information about the project results and the future plans of the CPE regarding continuation of implementation of the project goals.
<b>OUTPUT 3.6.</b>	"Equality logo" of the CPE created, promoted and used	the Equality logo	No "Equality logo"		"Equality logo" created and used by/for municipalities			"Equality logo" created end used by/for municipalities	Internal decision of CPE to approve equality logo Web sites of the municipalities' and the web site of the CPE	

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## 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.



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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 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;

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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 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.

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- 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.