

Sida Contribution No: 53040049
Agreement number A0000457

AGREEMENT BETWEEN SIDA AND CIVIL RIGHTS DEFENDERS ON SUPPORT OF THE PROGRAMME HUMAN RIGHTS IN MOLDOVA 2010-2012

THE PARTIES

The parties to this Agreement are the Swedish International Development Cooperation Agency (Sida) and Civil Rights Defenders.

A The Swedish International Development Cooperation Agency, Sida

Address: Valhallavägen 199, 105 25 Stockholm
Dept/Team: Dept for Reform Cooperation in Europe, Team
Moldova-Georgia
Responsible Officer: Malin Lundén
Telephone: 08-698 40 39
E-mail: malin.lunden@sida.se

B Civil Rights Defenders

Address: Stora Nygatan 26, 111 27 Stockholm
Contact person: Joanna Kurosz
E-mail: joanna.kurosz@civilrightsdefenders.org
Organisational no. 802011-1442

ARTICLE 1 THE PROGRAMME

Civil Rights Defenders intends to carry out a programme known as Human Rights in Moldova 2010-2012 in accordance with programme description Moldova 2010-2012 dated 26 October 2010 and the attached budget, Annex 1. The objectives of the programme are:

Overall objective: Civil and political rights are respected and upheld in Moldova through strengthened access to justice, freedom of expression and non-discrimination.

Programme Purpose: Local human rights organisations in cooperation with CRD will contribute to:

- a strengthened access to justice, freedom of expression and non-discrimination by improving adherence to international human rights standards, raising awareness, providing legal assistance and capacity

building to parts, or all, of our target groups; duty-holders, human right defenders and vulnerable groups.

ARTICLE 2 EXPECTED RESULTS

To make the objectives operational Civil Rights Defenders has developed a Results Assessment Framework (RAF) for measuring the results in its implementation of the programme. The RAF and/or its revisions, Annex 2, form an integral part of this Agreement. All substantial revisions of the RAF shall be agreed during Review Meetings and documented in Agreed Minutes in accordance with Article 7.

ARTICLE 3 THE CONTRIBUTION

Sida shall, subject to parliamentary appropriation of funds, make available an amount not exceeding SEK 10 500 000 for the implementation of the programme.

ARTICLE 4 CONDITIONS FOR USE OF THE CONTRIBUTION

Civil Rights Defenders may only use the contribution for the implementation of the programme as specified in the programme description and approved budget.

Civil Rights Defenders shall be responsible for planning, implementation, monitoring and reporting in relation to the project.

Only costs for activities carried out during the period from 15 November 2010 to 15 November 2012 may be financed from the contribution. After 30 June 2013, no contribution under this Agreement shall be payable.

Funds not utilised for financing activities before 28 February 2013 shall be repaid to Sida no later than 30 April 2013, in accordance with Article 10.

The contribution shall only be used for the following types of costs

- Funds for recipient organisations' projects.
- Civil Rights Defenders' costs for administration and programme management, including audit costs.
- Activities under programme purpose 4 for capacity development.

Should circumstances arise that call the feasibility or validity of the programme into question or cause Civil Rights Defenders to make major changes in its objectives, or if Civil Rights Defenders decides to make any substantial deviation from the plan presented, Civil Rights Defenders must obtain Sida's written approval before continuing the programme or before implementing such changes.

When reports, studies and other information are produced, Sida's cooperation as financier shall be indicated. Sida's name may not be used in such a way that Sida can be regarded as having contributed to or vouching for the content. Sida shall, at its sole discretion, have the right to copy and distribute information and educational material that Civil Rights Defenders has produced under this Agreement.

Sida may decide to withhold the disbursement, wholly or in part, if substantial deviations from the agreed plan, budget or RAF occur, reports are not delivered as agreed, or circumstances are otherwise revealed which makes the programme develop unfavourably in any other important respect. Before taking such a decision, Sida shall initiate discussions with Civil Rights Defenders.

If the conditions set out in this article are not fulfilled or fully complied with, Sida may reclaim funds disbursed, wholly or in part, from Civil Rights Defenders.

If Civil Rights Defenders shall channel financial funds to a recipient organisation or other cooperating partner, Civil Rights Defenders shall enter into an agreement with the recipient organisation or other cooperating partner before any funds can be requested from or disbursed by Civil Rights Defenders.

ARTICLE 5 DISBURSEMENT

Provided that there is a need for funds the contribution shall be disbursed as follows:

- SEK 6 000 000 shall be available for disbursement upon signature of the Agreement,
- SEK 2 500 000 shall be available for disbursement upon approval of the approval of the first annual report and when the audit report has been submitted to Sida,
- SEK 2 000 000 shall be available for disbursement upon approval of the second intermediary report.

A prerequisite for disbursement is that the requirements in Article 4 be fulfilled and that progress and financial reporting as provided for by Article 7 be submitted by Civil Rights Defenders and approved by Sida. Each disbursement request must include or refer to a financial report on the use of all previously disbursed contributions. No disbursement can be made until Sida has approved the request.

Disbursements of contributions shall only be made against a disbursement request in original from Civil Rights Defenders. The disbursement request

shall contain the following information and the disbursement shall be made accordingly:

- the word "disbursement request" in the heading,
- the Sida Contribution No.,
- the name of the programme,
- the name and contact information of Civil Rights Defenders
- the requested amount in SEK,
- the recipient's bank, bank address, account number/IBAN No, account-holder, clearing number/sort code, SWIFT-code and currency of the account, and
- financial report on use of previous disbursements or reference to such report.
- Contact person, team and department at Sida

The persons authorized to sign the disbursement request on behalf of Civil Rights Defenders are the Director or his/her nominated representative.

Civil Rights Defenders shall make available an interest bearing bank account for the contribution. Civil Rights Defenders shall make sure that recipient organisations keep the contribution on a bank account.

ARTICLE 6 PROCUREMENT

Procurement of goods, works and services shall be carried out in accordance with internationally accepted principles and good procurement practices.

Sida may carry out checks on procurements. The check may take the form of a procurement audit. Civil Rights Defenders shall provide Sida with all the necessary documentation.

Civil Rights Defenders's written Procurement Regulation as presented to Sida together with this Agreement shall apply to the procurement of goods, works and services carried out by Civil Rights Defenders, or an agency/consultant appointed by Civil Rights Defenders.

ARTICLE 7 PLANNING, REVIEW, REPORTING AND EVALUATION

Semi-annual Review Meetings shall be held no later than 31 May and 31 October every year. During Review Meetings the Parties shall assess the performance of the programme.

A draft **Annual Results Progress Report** covering the period 15 November 2010 to 31 December 2011 shall be presented to Sida before the Annual Review Meeting and no later than 31 March 2012. The report shall summarize obtained and expected results in relation to the RAF, and contain an analysis of any deviation therefrom. It shall also contain an analysis of the situation and trends within the areas relevant to the programme as well as a list of project abstracts. **Intermediary results progress reports** covering the periods 15 November 2010 to 30 June 2011 and 1 January 2012 to 30 June 2012 shall be presented to Sida no later than 31 August 2011 and 2012 and shall summarize the obtained and expected results in relation to the RAF.

A **Financial Report** according to Sida's instruction for reporting, Annex 4, shall be submitted to Sida no later than 31 August 2011, 31 March 2012 and 31 August 2012. It shall cover the periods 15 November 2010 to 30 June 2011, 15 November 2010 to 31 December 2011, 1 January 2012 to 30 June 2012.

A **Completion Report** (including Results Progress and Financial Reports) covering the whole project period shall be submitted to Sida no later than 31 March 2013. The report shall summarize obtained and expected results in relation to the RAF, and contain an analysis of any deviation therefrom. It shall also contain an analysis of the situation and trends within the areas relevant to the programme as well as a list of project abstracts. Lessons learned and conclusions shall also be included. A **Project Completion Review Meeting** shall be held no later than 30 April 2013.

ARTICLE 8 AUDIT

The Civil Rights Defenders is responsible for that the programme is audited annually by an external, independent and qualified auditor¹. The audit shall be carried out in accordance with international standards. The cost for the audit shall be paid by Civil Rights Defenders and shall be a part of the programme budget.

Sida's standard **Terms of Reference** for annual financial audit shall be used, Annex 5. Any deviations shall be approved by Sida.

The auditor shall submit a **Management Letter/Audit Memorandum**, which shall contain the audit findings made during the audit process and shall also state which measures have been taken as a result of previous audit and whether measures taken have been adequate to deal with reported shortcomings.

¹ For contributions above 200 000 SEK shall the signing auditor have a certificate as for example CIA, FAR/SRS authorization or approved Swedish National Audit Office test two.

The auditor's reporting shall contain the audit findings made during the audit process. It shall also state which measures have been taken as a result of previous audits and whether measures taken have been adequate to deal with reported shortcomings.

Civil Rights Defenders shall present the auditor's report to Sida 30 April 2012 and 31 March 2013. A **Management response** including an **Action plan** shall be produced by the implementing agency and submitted to Sida within three weeks or no later than 20 May 2012 and 20 April 2013 respectively. The first report shall cover the period 15 November 2010 to 31 December 2011, and the second and last shall cover the period 1 January 2012 to 28 February 2013.

Civil Rights Defenders shall co-operate with and assist Sida in the performance of any additional audits, follow-ups and financial studies that Sida may request.

If Civil Rights Defenders shall channel financial funds to a recipient organisation, Civil Rights Defenders shall be responsible for that annual audits of those funds are performed according to the above stated requirements. There shall be an unbroken chain of auditor's reports up to the final recipient organisation.

ARTICLE 9 ANTI-CORRUPTION

Sida and Civil Rights Defenders agree on cooperating to counteract corruption during the implementation of the programme. In planning and implementation of the operational activities, Civil Rights Defenders shall take into consideration the risk of corruption and identify important problems and elaborate clear objectives. If a substantial risk of corruption is considered to be one of the identified problems, measurable objectives shall be elaborated to reduce the risk identified.

Civil Rights Defenders undertakes to investigate and, if necessary, take action, including legal measures, against any person or persons whom there is good reason to suspect of corruption or other improper gain.

Civil Rights Defenders shall immediately inform Sida of any illegal or corrupt practice or any other misuse of the contribution in any activity financed under this Agreement that Civil Rights Defenders is aware of or that has been brought to its attention, whether or not under Civil Rights Defenders's responsibility. Civil Rights Defenders shall provide Sida with information on the findings and any actions or measures taken by Civil Rights Defenders. Upon receipt of any such notification, the Parties shall promptly consult with each other to determine further actions to be taken in order to resolve the matter. Civil Rights Defenders shall keep Sida informed of the progress of any formal investigation concerning the matter and provide Sida with a final report of the findings of such investigation upon its conclusion.

ARTICLE 10 REFUND OF INTEREST INCOME AND/OR UNSPENT BALANCES

Funds not used for activities provided for by this agreement before 28 February 2013 shall be repaid to Sida no later than 30 April 2013. Interest income shall be repaid to Sida annually.

Local recipient organisations may use interest income for activities within the scope of this Agreement. This shall be agreed upon in the Agreement with the recipient organisation.

Payments to Sida of interest and unused funds shall be made to Sida's postal giro account 15634-9. The advice to Sida shall state that the payment relates to interest or unused funds as appropriate. If both interest and unused funds are repaid at the same time, the amounts shall be specified. The payment advice shall also contain details of Sida's contribution number.

ARTICLE 11 SIDA'S RIGHT TO INFORMATION

Civil Rights Defenders shall furnish Sida with all information about the programme that Sida wishes to have and shall also make it possible for Sida, or a representative appointed by Sida, to visit the programme.

Sida, or a representative appointed by Sida, shall be entitled to inspect how the finance is being applied. Civil Rights Defenders shall keep accounting and other relevant documents available to Sida for 10 years after the last disbursement provided for by this agreement has been made.

ARTICLE 12 ENVIRONMENTAL IMPACT

Civil Rights Defenders assesses that no significant environmental impact will be caused by the programme.

ARTICLE 13 ARBITRATION AND APPLICABLE LAW

In the event of a dispute arising between the parties by reason of this agreement, this shall be resolved by a Swedish court applying Swedish law.

ARTICLE 14 VALIDITY AND EXPIRY OF THE AGREEMENT

This agreement shall come into effect on 15 November 2010 and shall apply until 30 June 2013.

Either party shall be entitled to terminate this agreement on giving three months notice in writing. In the event of a material breach of contract, Sida shall be entitled to terminate this agreement with immediate effect. In the event of termination by Sida the termination shall not apply to funds irrevocably committed in good faith by Civil Rights Defenders to third

parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

Two originals of the text of this Agreement have been signed, of which the parties have taken one each.

Stockholm 2010-11-18

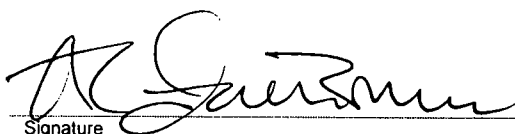
Place and date

Stockholm 22/11-10

Place and date

For the Swedish International
Development Cooperation
Agency (Sida)

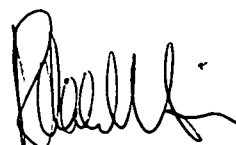
For Civil Rights Defenders



Signature

Name and title in block letters

Ann-Charlotte Zackrisson
Country Director



Signature

Name and title in block letters

Robert Hårdh
Executive Director

ENCLOSURES:

- Annex 1: Application including budget
- Annex 2: Results Assessment Framework (RAF)
- Annex 3: Civil Rights Defenders' information on instruments in place to ensure financial control and to avoid mismanagement of funds.
- Annex 4: Instructions for financial reporting
- Annex 5: Template for Terms of Reference for financial audit