

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

INTERNATIONAL COMMISSION OF JURISTS

REGARDING

GTM-17/0001, REINFORCEMENT OF THE RULE OF LAW IN  
GUATEMALA, PHASE II

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PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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## PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Royal Norwegian Embassy in Mexico , and
- (2) International Commission of Jurists a non-governmental, non-profit association duly established in Geneva, Switzerland (the Grant Recipient), jointly referred to as the Parties.

### 1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to MFA dated 22<sup>nd</sup> of February 2018 (the Application) regarding financial support to the project titled Reinforcement of the rule of law in Guatemala II, GTM-17/0001 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from January 1st 2018 to December 31st 2020 (the Support Period).
- 1.3 The Parties have agreed to enter into an Agreement, consisting of this part I; Specific Conditions, part II; General Conditions, and part III; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.

### 2 OBJECTIVES OF THE PROJECT

- 2.1 The expected results of the Project are as follows:

The Project's planned effect on society is that it will contribute to strengthening the rule of law and enhancing the application of international human rights standards in Guatemala in order to ensure the protection of human rights, particularly for indigenous people. (Impact).

The Project has three main objectives and the aim is to reach a total of 120 judges and 40 lawyers (target group). The specific objectives (outcome) are:

1. Improve the application of international human rights law by judges and increase judges' awareness of international standards on judicial independence
2. Strengthen independent judges' associations
3. Improve access to justice for indigenous people under the framework of legal pluralism

The project seeks to improve access to justice for indigenous people in Guatemala by promoting law reform in the area of indigenous people's rights and by strengthening links between ancestral authorities and the State Justice System.

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2.2 The full results framework is included as Annex B to this Agreement.

### **3 IMPLEMENTATION OF THE PROJECT**

3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including implementation plan and budget.

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

3.3 The Grant Recipient 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**

4.1 The Grant shall amount to maximum NOK 3,900,000 (Norwegian Kroner three million nine hundred thousand).

4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.

4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.

4.4 The Grant Recipient is responsible for obtaining any additional resources, which may be required to duly implement the Project.

### **5 DISBURSEMENT**

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 Grant Recipient, describing the financial need for the period in question. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.

5.2 Financial need refers to the budgeted expenditure 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 Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.

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5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the Project's first year, the first 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 to the following bank account:

Name of the account:  
International Commission of Jurists  
Account no.: 5038.04.74  
IBAN no.: CH44 0078 8000 0503 8047 4  
Name and address of the bank:  
Banque Cantonale de Genève, P.O. Box  
2251, CH-1211 Switzerland  
Swift/BIC code: BCGECHGGXXX  
Currency of the account: NOK

5.7 The Grant Recipient shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt and the exchange rate applied.

## 6 REPORTING AND OTHER DOCUMENTATION

6.1 The following shall be submitted by the Grant Recipient to MFA:

- a) A **progress report** covering the period from January to December shall be submitted to MFA by March 31<sup>st</sup> each year. The progress report shall include the content specified in article 2 of the General Conditions. MFA's standard reporting format shall be used.
- b) A **financial report** covering the period from January to December shall be submitted to MFA by March 31<sup>st</sup> each year. The financial report shall include the content specified in article 3 of the General Conditions. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 6.1 e) of the Specific Conditions.
- c) An **audit report** covering the annual financial statements of the Project shall be submitted to MFA by May 31<sup>st</sup> each year. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report.
- d) An updated **implementation plan and budget** covering the period from January to December shall be submitted to MFA by March 31<sup>st</sup> each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- e) A **final report** for the Support Period shall be submitted to MFA no later than 3 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. MFA's standard reporting format shall be used.

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- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.
- 6.3 All implementation plans, budgets and reports shall be approved in writing by MFA unless otherwise agreed by the Parties.

## **7 AUDIT**

- 7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA) 800 ("Special considerations audits of financial statements prepared in accordance with special purpose frameworks") or ISA 805 ("Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement").
- 7.2 Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.3 The Grant Recipient is responsible for submitting the audit report to MFA within the deadline indicated in article 6 of the Specific Conditions.

## **8 FORMAL MEETINGS**

- 8.1 The Parties shall hold formal meetings once per year, tentatively in April 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 Grant Recipient.
- 8.2 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period.
- 8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to MFA no later than two weeks after the meeting for comments. The agreed minutes shall be signed by both Parties.

## **9 REVIEWS AND OTHER FOLLOW-UP MEASURES**

- 9.1 An end-term review focusing on results achieved by the Project shall be carried out by last quarter 2020. The applicant shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget.
- 9.2 A Start-Up meeting shall be held first semester of 2018 to enable MFA contact with partner organizations in Guatemala, to discuss and approve adjustments to the program, and to discuss and approve the implementation plan and budget for 2018, as well as any other issue of special concern.

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

## 10 PROCUREMENT

- 10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.

## 11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 Upon the end 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.

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

Name of the account: Ambassaden i Mexico  
Account no.: 7694.05.14505  
IBAN no.: NO59 7694 0514 505  
Name and address of the bank: DnB NOR ASA, 0021 Oslo, Norway  
Swift/BIC code: DNBANOKK

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

## 12 NOTICES

- 12.1 All communication to MFA concerning the Agreement shall be directed to the Norwegian Embassy in Mexico at the following address/e-mail address: [emb.mexico@mfa.no](mailto:emb.mexico@mfa.no).

- 12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Priscilla Gonzalez and Ramon Cadena at the following address/e-mail addresses: [priscilla.gonzalez@icj.org](mailto:priscilla.gonzalez@icj.org) and [ramon.cadena@icj.org](mailto:ramon.cadena@icj.org)

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

## 13 SIGNATURES

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

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13.2 This Agreement has been signed in two -2- original copies in the English language. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Mexico City

Date: 22<sup>nd</sup> of March 2018

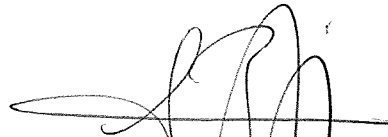


for the Norwegian Ministry of Foreign Affairs,

Rut Krüger Giverin

Ambassador

Norwegian Embassy in Mexico



for International Commission of Jurists

Saman Zia Zarifi

Secretary General

International Commission of Jurists

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework