GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE INTERNATIONAL CAMPAIGN TO BAN LANDMINES-CLUSTER MUNITION COALITION (ICBL-CMC)

REGARDING

QZA-16/0206 IMPLEMENTATION AND UNIVERSALISATION OF THE MINE BAN CONVENTION AND THE CONVENTION ON CLUSTER MUNITIONS

***

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PART I: SPECIFIC CONDITIONS

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

The Norwegian Ministry of Foreign Affairs (MFA), represented by the Section for Humanitarian Affairs, and ICBL-CMC, a coalition of civil society organisations duly registered in the United States of America under registration number 13-4113075 (the Grant Recipient), jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

1.1 The Grant Recipient has submitted a project document to MFA dated 11 April 2016 (the Application) on behalf of ICBL-CMC regarding financial support for the project titled QZA-16/0206 Implementation and universalisation of the Mine Ban Convention and the Convention on Cluster Munitions (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 1 January 2016 to 31 December 2016 (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 objectives of the project are as follows: 1) increase the number of States Parties to the Convention on Cluster Munitions; 2) prevent new use of cluster munitions and anti-personnel landmines; 3) support States Parties in planning and completing clearance by their deadlines; 4) demonstrate progress on States Parties implementation of victim assistance obligations under the Maputo Action Plan and Vientiane Action Plan with an emphasis on access to services and participation in decision-making at national and international level.

2.2. The planned results of the Project are production of policy papers, reports and documentation to support international coalition building and political leadership (Outcome).

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 practise 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.

3.4 The Grant Recipient shall be familiar with UN Security Council Resolution 1325 on women, peace and security (s/res/1325 (2000)), and implement the Project in a way that promotes the intentions of the resolution in the best possible way. A statement on how the intentions of this resolution have been addressed shall be included in the progress reports and final report of the Project.

3.5 The Grant Recipient shall ensure that the Project is implemented in respect of international humanitarian law and international human rights law and that the implementation of the Project is guided by and comply with the international humanitarian principles of humanity, neutrality, impartiality and independence.

3.6 The MFA shall be informed by the Grant Recipient, in regular dialogue, of security considerations and risk assessments in areas of operation. Such information should include the Grant Recipient’s efforts to uphold the humanitarian principles in complex political and security situations in areas of operation. Significant changes in the security and/or political situation and risk assessments must be communicated to the MFA as soon as possible. Any major changes in geographical scope of the projects must be approved by the MFA.

3.7 The MFA underlines the necessity that all possible means are taken by the Grant Recipient to ensure the security of the projects, including the integrity of the humanitarian principles, compliance with international humanitarian law and the safety of staff.

4 THE GRANT

4.1 The Grant shall amount to maximum NOK 2 million (Norwegian Kroner Two Million).

4.2 Disbursements 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 may be used to cover overheads/indirect costs up to a maximum of 5 % of MFA’s pro rata share of the actual costs of the Project.
4.5 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 instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The first disbursement of 75% shall follow upon signature of this Agreement and shall include approved Project costs incurred prior to the signing of this Agreement. Subsequent 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.

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.

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.

5.6 All disbursements will be made to the following bank account:

<table>
<thead>
<tr>
<th>Name of the account:</th>
<th>International Campaign to Ban Landmines</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account no./IBAN no:</td>
<td>20000-104-20018</td>
</tr>
<tr>
<td>Name and address of the bank:</td>
<td>Wells Fargo, VA 1845, Education and Non-Profit Banking, 1753 Pinnacle Drive, VA 22102 USA</td>
</tr>
<tr>
<td>Swift/BIC code:</td>
<td>WFBIUS6S</td>
</tr>
<tr>
<td>ABA:</td>
<td>121-000-248</td>
</tr>
<tr>
<td>Currency of the account:</td>
<td>USD</td>
</tr>
</tbody>
</table>

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 **final report** for the Support Period shall be submitted to MFA by 1 August 2017. The final report shall include the content listed in article 4 of the General Conditions.

b) A **financial report** covering the entire Support Period shall be submitted to MFA along with the final report referred to in article 6.1 a) of the Specific Conditions. The financial report shall include the content specified in article 3 of the General Conditions.

c) An **audit report** covering the annual financial statements of the Project shall be submitted to MFA no later than 31 December 2017. 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.

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 meetings to discuss progress if/when requested by MFA. Details regarding agenda and procedures will be agreed upon by the Parties.

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

9.1 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: Norwegian Ministry of Foreign Affairs
Account no.: 7694 05 12 618
IBAN no.: NO83 7694 0512 618
Name and address of the bank: DnB ASA, 0021 Oslo, Norway
Swift/BIC code: DNBANOKK

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

12 NOTICES

12.1 All communication to MFA concerning the Agreement shall be directed to the Section for Humanitarian Affairs at the following e-mail address:
Seksjon.for.humanitaere.sporsmal@mfa.no

12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to ICBL-CMC at the following address/e-mail address:
Ms. Megan Burke, Email: megan@icblcmc.org

International Campaign to Ban Landmines – Cluster Munition Coalition
Maison de la Paix
2, chemin Eugène-Rigot
1202 Geneva, Switzerland
Telephone: +41 22 920 03 20
Fax: +41 22 920 01 15

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.

13.2 This Agreement has been signed in two 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: Oslo

Date: 26 April 2016

[Signature]

for the Norwegian Ministry of Foreign Affairs,

Ingunn Vatne
Deputy Director
Section for Humanitarian Affairs

[Signature]

for ICBL-CMC,
Megan Burke
Director

Attachments:

Annex A: Approved budget for the Project
# ICBL CMC Monitor BUDGET 2016

## Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>ICBL+CMC+Monitor Budget 2016 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Salaries and Benefits, Consultants</strong></td>
<td>$887,502</td>
</tr>
<tr>
<td><strong>Staff Salaries and Benefits</strong></td>
<td>$447,294</td>
</tr>
<tr>
<td>Gross salary + benefits ICBL/CMC for ICBL/CMC activities - Jan to Dec 2015</td>
<td>$444,900</td>
</tr>
<tr>
<td>Staff training ICBL-CMC</td>
<td>$2,393</td>
</tr>
<tr>
<td>Consultants</td>
<td>$3,000</td>
</tr>
<tr>
<td>Monitor staff salaries, benefits and consultants</td>
<td>$437,208</td>
</tr>
<tr>
<td>Ban Policy Team</td>
<td>$163,408</td>
</tr>
<tr>
<td>Support for Mine Action research</td>
<td>$50,000</td>
</tr>
<tr>
<td>Victim assistance Team</td>
<td>$115,200</td>
</tr>
<tr>
<td>Program management coordination and support</td>
<td>$78,100</td>
</tr>
<tr>
<td>Research Network</td>
<td>$30,000</td>
</tr>
<tr>
<td>Monitor report production</td>
<td>$34,276</td>
</tr>
<tr>
<td>Products</td>
<td>$18,025</td>
</tr>
<tr>
<td>Other Monitor crosscutting expenses</td>
<td>$7,250</td>
</tr>
<tr>
<td>Website expenses</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>Operational Costs</strong></td>
<td>$80,454</td>
</tr>
<tr>
<td>Various travels (included travels, accommodation, food-bvrge and per diem)</td>
<td>$2,904</td>
</tr>
<tr>
<td>Photocopying, printing</td>
<td>$2,800</td>
</tr>
<tr>
<td>Various subscriptions</td>
<td>$11,798</td>
</tr>
<tr>
<td>Communications</td>
<td>$6,130</td>
</tr>
<tr>
<td>Postage, shipping</td>
<td>$1,550</td>
</tr>
<tr>
<td>Suppliers/consumables</td>
<td>$1,856</td>
</tr>
<tr>
<td>Maintenance and repairs</td>
<td>$9,734</td>
</tr>
<tr>
<td>Equip rental and leasing</td>
<td>$2,619</td>
</tr>
<tr>
<td>Office and computer equip, software, furniture</td>
<td>$900</td>
</tr>
<tr>
<td>Leasehold improvement</td>
<td>$1,000</td>
</tr>
<tr>
<td>Depreciation of assets</td>
<td>$2,392</td>
</tr>
<tr>
<td>Offices rent</td>
<td>$30,688</td>
</tr>
<tr>
<td>Insurances</td>
<td>$4,775</td>
</tr>
<tr>
<td>Monitor office expenses</td>
<td>$11,306</td>
</tr>
<tr>
<td><strong>Financial services (including audit fees)</strong></td>
<td>$34,594</td>
</tr>
<tr>
<td>Support for US salaries administration</td>
<td>$7,384</td>
</tr>
<tr>
<td>Bank charges</td>
<td>$8,250</td>
</tr>
<tr>
<td>Audit fees</td>
<td>$24,750</td>
</tr>
<tr>
<td>Monitor Editorial Team and Editorial Board travels and meetings</td>
<td>$19,203</td>
</tr>
<tr>
<td>Monitor Field missions</td>
<td>$12,620</td>
</tr>
<tr>
<td>UN Pgm manager's meeting - Geneva (March 2014)</td>
<td>$3,584</td>
</tr>
<tr>
<td>Monitoring and Research Committee (MRC)</td>
<td>$2,550</td>
</tr>
<tr>
<td>Monitor Editorial team internal meetings</td>
<td>$1,000</td>
</tr>
<tr>
<td>Monitor Report release MBT (unknown location)</td>
<td>$1,588</td>
</tr>
<tr>
<td>Monitor Report release CCM (Geneva)</td>
<td>$1,588</td>
</tr>
</tbody>
</table>

ICBL-CMC-Monitor

11/04/2016
### Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>ICBL-CMC+Monitor Budget 2016 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standing Committees and MSPs</strong></td>
<td>$113,863</td>
</tr>
<tr>
<td>Intercessional Work Program MBT / June / Geneva (no ISC for CCM)</td>
<td></td>
</tr>
<tr>
<td>Staff + 2 GB members + 2 Campaigners + 10 Monitor</td>
<td>$30,311</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$12,239</td>
</tr>
<tr>
<td>Monitor Participants (travel, hotel, per diem)</td>
<td>$15,672</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$1,500</td>
</tr>
<tr>
<td>Monitor other costs</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>PREPARATION MSP MBT / Chile</strong></td>
<td>$7,716</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$7,716</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td></td>
</tr>
<tr>
<td><strong>15 MSP MBT / Chile / Staff + 2 GB members + 2 Campaigners + 9 Monitor</strong></td>
<td>$41,425</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$25,725</td>
</tr>
<tr>
<td>Monitor Participants (travel, hotel, per diem)</td>
<td>$13,200</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$1,500</td>
</tr>
<tr>
<td>Monitor other costs</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>6th MSP CCM / Geneva / Staff + 4 international participants + 10 Monitor</strong></td>
<td>$34,411</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$12,239</td>
</tr>
<tr>
<td>Monitor Participants (travel, hotel, per diem)</td>
<td>$19,672</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$1,500</td>
</tr>
<tr>
<td>Monitor other costs</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Other MBT and CCM specific activities</strong></td>
<td>$87,547</td>
</tr>
<tr>
<td>TOTAL GOAL 1</td>
<td>$17,400</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$13,100</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$4,300</td>
</tr>
<tr>
<td>TOTAL GOAL 2</td>
<td>$0</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$0</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL Support to campaigns, governance (GB and staff mtgs), fundraising and other advocacy costs</strong></td>
<td>$70,147</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$10,347</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$59,800</td>
</tr>
<tr>
<td>Website maintenance and hosting</td>
<td>$9,800</td>
</tr>
<tr>
<td>Website development</td>
<td>$8,000</td>
</tr>
<tr>
<td>Support to national campaigns</td>
<td>$45,000</td>
</tr>
<tr>
<td><strong>GRAND TOTAL EXPENSES 2016</strong></td>
<td>$1,267,428</td>
</tr>
</tbody>
</table>
## INCOMES BUDGET 2016

<table>
<thead>
<tr>
<th>Donor</th>
<th>ICBL + CMC + Monitor Budget 2016 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Australia</td>
<td>$99,068</td>
</tr>
<tr>
<td>Belgium</td>
<td>$27,325</td>
</tr>
<tr>
<td>France</td>
<td>$32,790</td>
</tr>
<tr>
<td>Germany</td>
<td>$437,200</td>
</tr>
<tr>
<td>Holy See</td>
<td>$4,000</td>
</tr>
<tr>
<td>Luxembourg</td>
<td>$21,860</td>
</tr>
<tr>
<td>Norway</td>
<td>$235,294</td>
</tr>
<tr>
<td>Sweden</td>
<td>$17,521</td>
</tr>
<tr>
<td>Switzerland</td>
<td>$70,510</td>
</tr>
<tr>
<td>Taiwan</td>
<td>$39,342</td>
</tr>
<tr>
<td>UNICEF</td>
<td>$20,000</td>
</tr>
<tr>
<td>UNMAS</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Total institutionnal donors</strong></td>
<td><strong>$1,024,909</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Foundations</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pax</td>
<td>$5,465</td>
</tr>
<tr>
<td><strong>Total foundations</strong></td>
<td><strong>$5,465</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other various incomes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Gifts</td>
<td>$133,000</td>
</tr>
<tr>
<td>Miscellaneous revenue/ to find</td>
<td>$104,053</td>
</tr>
<tr>
<td><strong>Total other various incomes</strong></td>
<td><strong>$237,053</strong></td>
</tr>
<tr>
<td><strong>Total incomes</strong></td>
<td><strong>$1,267,428</strong></td>
</tr>
</tbody>
</table>
ICBL-CMC Logical Framework

Progress towards Strategic Priorities in 2016

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Target states</th>
<th>Indicators to measure Progress</th>
<th>Progress toward Objective</th>
<th>ICBL-CMC Contributing Activity</th>
<th>Challenges/Obstacles to Progress</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goal 1:</strong> No more use of landmines or cluster munitions</td>
<td>- Angola, Bahamas, Benin, DR Congo, Cuba, Cyprus, Djibouti, Gabon, The Gambia, Jamaica, Indonesia, Kenya, Liberia, Madagascar, Namibia, Nigeria, Palau, Philippines, Sao Tome and Principe, Solomon Islands, South Sudan, Suriname, Tanzania, Thailand, Uganda, Viet Nam, and Zimbabwe.</td>
<td>Number of countries ratified or acceded to the Convention on Cluster Munitions; significantly advanced progress towards ratification/accession in other signatories/non-signatories</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Objective 1a:</strong> Increased number of States Parties to the Convention on Cluster Munitions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Objective 1b: No new use of cluster munitions and antipersonnel landmines and any new use is condemned

<table>
<thead>
<tr>
<th>Location</th>
<th>Bases for assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Syria, Yemen, Ukraine and any other state where use is documented in 2016</td>
<td>Number of condemnations in case of use; responses/investigations by countries where there are reports of new use</td>
</tr>
</tbody>
</table>

## Goal 2: A significant decrease in land contaminated by landmines and cluster munitions

### Objective 2a: All affected States Parties to both conventions have, and are implementing, a plan to complete clearance by or before their deadline

<table>
<thead>
<tr>
<th>Location</th>
<th>Bases for assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bosnia and Herzegovina, Chad, Ethiopia, Lao PDR, Niger, Peru, Tajikistan, Turkey</td>
<td>Number of States Parties actively implementing clearance plans; number of States Parties on track to meet deadline</td>
</tr>
</tbody>
</table>

### Objective 2b: All affected States Parties to the Mine Ban Treaty and Convention on Cluster Munitions have a realistic estimate of their remaining contamination

<table>
<thead>
<tr>
<th>Location</th>
<th>Bases for assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bosnia and Herzegovina, Chad, Croatia, DR Congo, Ethiopia, Lao PDR, Niger, Peru, Tajikistan, Turkey</td>
<td>Number of States Parties with complete/reliable surveys of contamination</td>
</tr>
</tbody>
</table>

## Goal 3: Measurable progress in the quality of life for victims of mines and cluster munitions

### Objective 3a) Demonstrated progress on implementation of commitments under Maputo Action Plan

<table>
<thead>
<tr>
<th>Location</th>
<th>Bases for assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afghanistan, Cambodia, Colombia, DR Congo, Ethiopia, Iraq, Mozambique,</td>
<td>Number of States Parties taking steps to introduce or expand programs benefiting landmine/cluster munition</td>
</tr>
</tbody>
</table>
and/or Vientiane Action Plan, with an emphasis on access to services in all places where victims live

<table>
<thead>
<tr>
<th>Objective 3b) Increased victims' participation in decision-making that affect their lives, and their voices are heard in other forums at the national, regional, and international level</th>
<th>Senegal, Uganda</th>
<th>Victims</th>
</tr>
</thead>
<tbody>
<tr>
<td>Afghanistan, Bosnia and Herzegovina, Colombia, El Salvador, Ethiopia, Mozambique, Senegal, Serbia, Tajikistan</td>
<td>Number of States Parties with effective survivor participation in decision-making fora; number of survivor voices at the Meetings of States Parties to the Convention on Cluster Munitions and the Mine Ban Treaty; number of survivors participating in other decision-making fora outside the disarmament area</td>
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PART II: GENERAL CONDITIONS
APPLICABLE TO GRANTS FROM
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

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1 IMPLEMENTATION PLAN AND BUDGET

1.1 Any updated implementation plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework and shall specify planned activities and outputs and time schedules for the upcoming reporting period.

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

1.3 Significant deviations from or changes to the implementation plan and budget is subject to MFA’s prior, written approval as outlined in article 12 of the General Conditions.

2 PROGRESS REPORT

2.1 Any progress reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the reporting period. The report shall be set up in a way that allows direct comparison with the latest approved Application, implementation plan and budget, and shall be signed by an authorised representative of the Grant Recipient.

2.2 The progress reports shall, as a minimum, include:

   a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
      - show delivered outputs compared to planned outputs;
      - show the Project’s progress towards achieving the Outcome;
      - if possible, describe the likelihood of the Impact being achieved.
   b) an account and assessment of deviations from the latest approved 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, including how these have been handled in the reporting period and/or will be handled in the future. Identified risks related to the climate and environment, gender equality, corruption and other financial mismanagement and human rights shall always be accounted for.

3 FINANCIAL REPORT

3.1 Any financial report to be submitted in accordance with the Specific Conditions shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an identification of any deviations from the budget as per clause 3.3 below. The financial report shall be certified by the financial controller (or equivalent) as well as an authorised representative of the Grant Recipient.

3.2 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:

   a) the accounting principles applied;
   b) income from all sources, including bank interest. MFA’s contribution shall be specified;
   c) expenses charged/capitalised in the relevant reporting period;
   d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
   e) unused funds as per the reporting date;
f) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
g) balance sheet, when required in accordance with the accounting principles applied;
h) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.

3.3 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 Grant Recipient shall include a written explanation of any deviations amounting to more than 10% from a budget line.

4 FINAL REPORT

4.1 The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the Support Period. The report shall be set up in a way that allows for a direct comparison with the Application, and shall be signed by an authorised representative of the Grant Recipient.

4.2 The final report shall, as a minimum, include:

a) the items listed for the progress reports described in article 2 of the General Conditions, covering the entire Support Period;
b) an assessment of the Project’s effect on society (Impact);
c) a description of the main lessons learned from the Project;
d) an assessment of the sustainability of the achieved results by the Project.

5 AUDIT

5.1 If an audit of the Project’s financial statements is required pursuant to the Specific Conditions, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).

5.2 MFA reserves the right to approve the auditor, and may require that the auditor shall be replaced if MFA finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.

5.3 The auditor shall form an opinion on whether the Project’s financial statements fairly reflect the financial position of the Project and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework, namely:

a) the accounting principles followed by the Grant Recipient and;
b) the requirements of article 3 clause 2 of the General Conditions.

5.4 The auditor shall report in accordance with the applicable audit standard, as agreed in the Specific Conditions.

5.5 The audit report shall include:

a) the Project name and agreement number;
b) identification of the Project’s total expenses and total income;
c) the subject of the audit;
d) the financial reporting framework applied;
e) the auditing standards applied;
f) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;

g) the auditor’s opinion.

5.6 In addition to the Project’s audit report, the auditor shall submit a management letter (matters for governance attention), which shall contain any findings made during the audit of the Project. It shall also list any measures that have been taken as a result of previous audits and whether such measures have been adequate to deal with reported shortcomings.

5.7 If any findings have been reported in the Project’s management letter, the Grant Recipient shall prepare a response including an action plan to be submitted to MFA together with the management letter.

5.8 The costs of the audit of the Project’s financial statements shall be included in the Project’s budget.

5.9 The audit requirements stated in this Agreement are applicable for the total Grant, including any part of the Grant that has been transferred to a cooperating partner.

5.10 The auditor of the Project’s consolidated financial statement is responsible for the direction, supervision and performance of the audit of any part of the Grant that has been transferred to a cooperating partner. The auditor shall assure itself that those performing the audit for cooperating partners have the appropriate qualifications, that the audit is in compliance with professional standards, and that the audit report is appropriate under the circumstances.

5.11 The auditor of the Project’s consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the requirements of this Agreement. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partner and the consolidation process.

6 CONTROL MEASURES

6.1 Representatives of MFA and the Norwegian Auditor General may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project. The objective of such control measures may be i.a to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.

6.2 The Grant Recipient shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested.

6.3 The representatives of MFA and the Norwegian Auditor General shall also have access to the Grant Recipient’s auditor and the auditor’s assessments of all information pertaining to the Grant Recipient and the Project. The Grant Recipient shall release the auditor from any confidentiality obligations in order to facilitate such access.

6.4 The rights and obligations of this article 6 shall remain in force for 5 years following expiry or termination of the Agreement.
7 FINANCIAL MANAGEMENT

7.1 The Grant Recipient shall keep accurate accounts of the Project’s income and expenditure using an appropriate accounting- and double-entry book-keeping system in accordance with the applicable accounting- and bookkeeping policies in the jurisdiction of the Grant Recipient.

7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations and cash reconciliations shall be completed at least every month, and shall be documented by the Grant Recipient.

7.3 Accounts and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. The accounts must provide details of bank interest accrued on the Grant.

7.4 The Grant Recipient shall keep the Project’s accounting records for at least 5 years from the time of MFA’s approval of the final report for the Project. This shall include i.a. vouchers, receipts, contracts and bank statements.

8 EXCHANGE RATE FLUCTUATIONS

8.1 If the Grant is converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by MFA.

8.2 If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project, the Grant Recipient shall inform MFA as soon as possible.

8.3 If exchange rate fluctuations increase the value of the Grant, the gain shall be treated as disbursed Grant funds and used for Project purposes. Net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Support Period, unless otherwise agreed between the Parties.

9 EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS

9.1 The right of ownership to equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant Recipient or its cooperating partner, unless otherwise stated in the Application. All matters associated with such equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA’s prior approval, as outlined in Article 12 of the General Conditions.

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

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

3 Cash reconciliation is a process of verifying whether the cash on hand at the end of the period corresponds with the amount of cash in the beginning of the period and the registrations of withdrawals and deposits in the period. This is usually done in conjunction with closure of the accounting records.
9.2 MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.

9.3 Transfer of ownership of such equipment, consumables or intellectual property rights during the Support Period shall be made at market terms. Ownership may not be transferred to an employee of the Grant Recipient or its cooperating partner, or to anyone related or connected to an employee, if such relation could lead to a conflict of interest as described in article 16 of the General Conditions.

9.4 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with MFA. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.

9.5 The Grant Recipient shall prepare a record of transfer of ownership for any equipment, consumables and intellectual property rights. The record shall comprise information about the object of transfer, the original purchase price paid by the Grant Recipient, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to MFA along with the first progress report due after the sale.

9.6 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Grant Recipient shall inform MFA about the remaining equipment and goods that have been purchased by use of the Grant. The MFA may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to MFA unless otherwise agreed by the Parties.

10 REAL PROPERTY

10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by MFA.

10.2 If MFA has approved a purchase or construction of real property, the Grant Recipient and MFA shall agree on the details concerning the ownership and the status of the real property after the end of the Support Period and/or the end of the Project. The agreement may be formalised in the Specific Conditions or in a separate agreement document.

10.3 MFA may in such an agreement require i.a. that the real property shall be sold after the end of the Support Period and that the proceeds from the sale shall be repaid to MFA. MFA may also reserve the right to establish security interests in any real property purchased by use of the Grant.

11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER

11.1 Transfer of all or part of the Grant including assets to a cooperating partner shall be documented through a written agreement. The agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its obligations hereunder.

11.2 The agreement between the Grant Recipient and the cooperating partner shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. Furthermore, the agreement shall explicitly state that:
a) both the Grant Recipient, MFA and the Norwegian Auditor General shall have the same access to undertake the control measures related to the cooperating partner’s use of the Grant as described in article 6 of the General Conditions,
b) the Grant Recipient shall be entitled to claim repayment of the Grant from the cooperating partner in the same instances and to the same extent that MFA is entitled to claim repayment from the Grant Recipient, and the cooperating partner shall accept that MFA has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
c) the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 24 of the General Conditions in relation to any disputes arising between the cooperating partner and MFA.

11.3 The Grant Recipient shall assure itself that the cooperating partner has the necessary competence and internal procedures to meet the requirements of the Agreement and shall follow-up the cooperating partner’s compliance with the Agreement throughout the Support Period.

11.4 The Grant may not be transferred to a cooperating partner who has previously been charged or sentenced for any criminal activity unless explicitly approved by MFA.

11.5 The Grant Recipient shall remain fully responsible towards MFA for any part of the Grant including assets that has been transferred to a cooperating partner.

12 CHANGES TO THE PROJECT OR THE GRANT RECIPIENT

12.1 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to MFA’s prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient’s organisation.

12.2 The following deviations/changes shall always be subject to MFA’s prior written approval:

   a) any changes to the Project’s sources of income,
   b) any changes to the results framework or scope of the Project,
   c) changes to the implementation plan which implies a delay of more than three months of any activity,
   d) changes to the Project’s budget that imply reallocation of more than 10% of a budget line.

12.3 MFA may suspend disbursements of the Grant until such changes have been approved.

13 EXTENSION OF THE SUPPORT PERIOD

13.1 The Support Period of the Project is set out in the Specific Conditions. The Grant Recipient must, without delay, inform MFA of any circumstances likely to hamper or delay the implementation of the Project.

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

14 TRANSPARENCY

14.1 The Grant Recipient shall publish the following in a dedicated and easily accessible place of its internet site:
a) a copy of this Agreement;
b) the title and value of any contracts, cooperation agreements and/or other sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are to be financed by the Grant;
c) the names and nationalities of the respective agreement parties and, if relevant, any further sub-grantees or contractors in receipt of Project funds;

Any deviations from article 14 shall be agreed by the Parties in writing, i.a. in the Specific Conditions.

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

14.3 The Grant Recipient 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 confidentiality obligations and/or if it may be detrimental to the Grant Recipient’s legitimate interests.

15 FINANCIAL IRREGULARITIES

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

15.2 Financial irregularities refers to all kinds of:

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

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

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

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

15.5 The matter will be handled by MFA in accordance with MFA’s guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with MFA’s investigation and follow-up. If requested by MFA, the Grant Recipient shall initiate prosecution and/or apply other sanctions against persons or entities suspected of financial irregularities.

15.6 MFA may claim repayment of all or parts of the Grant in accordance with article 17 of the General Conditions if it finds that any financial irregularities have taken place in or related to the Project.
The repayment claim may also include any interest, investment income or any other financial gain obtained as a result of the financial irregularity.

16 CONFLICT OF INTEREST

16.1 The Grant Recipient 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 Grant Recipient is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

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

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

17 BREACH OF THE AGREEMENT

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

17.2 In the event of material breach of the Agreement, MFA may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant.

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

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

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

17.5 MFA may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between MFA and the Grant Recipient has been established.
18 TERMINATION OF THE AGREEMENT

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

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

18.3 If the Project cannot continue without the Grant, the Grant Recipient shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner. Any funds that remain unused at the end of the Support Period shall be repaid to MFA.

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

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

19 WAIVER AND IMMUNITIES

19.1 Nothing in the Agreement or any document related to the Agreement shall imply a waiver, express or implied, by MFA, the Government of Norway or any of its officials of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising thereof. This article 19 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 24 of the General Conditions.

20 LIABILITY

20.1 MFA shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Grant Recipient or its staff or property as a direct or indirect consequence of the Project. MFA will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

20.2 The Grant Recipient shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Grant Recipient shall indemnify MFA against any claim or action from the Grant Recipient’s employees or third parties in relation to the Project.

21 ASSIGNMENT

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

22 RECOGNITION AND PUBLICATION

22.1 The Grant Recipient shall acknowledge MFA’s support to the Project in all publications and other materials issued in relation to the Project. MFA’s logotype will be provided by MFA upon request. All use of MFA’s logotype must be approved by MFA.
23 ENTRY INTO FORCE, DURATION AND AMENDMENT

23.1 The Agreement shall enter into force at the date of the last signature and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with the provisions of the General Conditions. Whether the obligations of the Agreement shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by MFA in a completion letter.

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 Termination or expiry of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination or expiry.

24 CHOICE OF LAW AND SETTLEMENT OF DISPUTES

24.1 The Agreement shall be governed and construed in accordance with Norwegian law.

24.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.

24.3 Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, shall exclusively be settled before the Norwegian courts of law with Oslo District Court as legal venue.

24.4 The Grant Recipient accepts that MFA can, at its own sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by

   a) the courts in the legal venue of the Grant Recipient, or
   b) arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. If the disputed amount is below an amount corresponding to NOK 10 000 000 the arbitral tribunal shall, however, be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English. The Parties agree that neither the arbitral proceedings nor the award shall be subject to any confidentiality.

24.5 The Parties agree that no other courts of law, than as set out in this article 24, shall have jurisdiction over disputes arising out of or in connection with this Agreement.
PART III: PROCUREMENT
IN THE CONTEXT OF PROJECTS FINANCED BY
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

1 INTRODUCTION

1.1 This Part III sets out procurement rules and principles which shall be applied by the Grant Recipient when procuring goods, services or works to Projects financed by the Ministry of Foreign Affairs (MFA). Stricter rules may supplement the compulsory minimum rules set forth in this Part III.

1.2 The MFA may carry out ex post checks on the Grant Recipient’s compliance with the rules set forth in this Part III.

1.3 Failure to comply with the rules set forth in this Part III shall render the Project expenditure ineligible for MFA funding and may lead to withholding funds or claim for repayment in accordance with article 17 of the General Conditions (Part II) of this Agreement.

1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Part III are amounts excluding value-added tax (VAT).

1.5 The procurement provisions shall also apply to any procurements to be carried out by the Grant Recipient’s cooperation partners or others. The Grant Recipient shall be responsible for compliance as per article 11 of the General Conditions (Part II) of this Agreement regardless of whether the procurement is carried out by the Grant Recipient itself or its cooperation partners or others.

1.6 Sections 1 to 4 set out rules, which shall apply to all contracts. Sections 5 to 6 contain specific rules for service, supply and works contracts. Section 7 lists the situations where a negotiated procedure without prior publication is permitted.

2 BASIC PRINCIPLES

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

a) **Competition:** The procedures applied and the award of contracts shall be based on fair competition.
b) **Equal treatment and non-discrimination**: Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Grant Recipient shall not discriminate against candidates/tenderers or groups of candidates/tenderers.

c) **Transparency and ex-ante publicity**: As a general rule, tender procedures shall be based on prior publication. Where the Grant Recipient does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.

d) **Objective criteria**: The Grant Recipient shall evaluate the offers received against objective criteria, which enable the Grant Recipient to measure the quality of the offers and shall take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.

e) **Notoriety**: The Grant Recipient shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.

### 3 ELIGIBLE TENDERERS

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

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

   a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;

   b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;

   c) they have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;

   d) they have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed;
c) they or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organisation or money laundering by a final judgment;

f) they make use of child labour or forced labour and/or practise discrimination, and/or do not respect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).

3.3 Tenderers shall confirm in writing that they are not in any of the situations listed above. Even if such confirmation is given by a tenderer, the Grant Recipient shall investigate any of the situations listed above if it has reasonable grounds to doubt the contents of such confirmation.

3.4 Contracts shall not be awarded to tenderers which, during the procurement procedure:

a) are subject to a conflict of interests;

b) are guilty of misrepresentation in supplying the information required by the Grant Recipient as a condition of participation in the tender procedure, or fail to supply this information.

4 GENERAL PROCUREMENT RULES

4.1 The tender documents shall be drafted in accordance with best international practice. The Grant Recipient may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.

4.2 The Grant Recipient shall take into account universal design and the potential environmental impact of any planned procurements.

4.3 All invitations to submit tenders shall state that offers will be rejected if any illegal or corrupt practises have taken place in connection with the award. All contracts concluded under the Project shall state that the Grant Recipient may terminate the contract if it finds that illegal or corrupt practises have taken place in connection with the contract award or execution.

4.4 The time-limits for receipt of tenders and requests to participate must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.

4.5 An evaluation committee must be set up to evaluate applications and/or tenders of a value of NOK 500 000 or more on the basis of the exclusion, selection and award criteria. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.
4.6 For contracts with a value exceeding NOK 100 000, the Grant Recipient shall compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request by the MFA, the Grant Recipient shall deliver its written record to the MFA and grant the MFA access to all relevant information and documentation related to the procurement procedure and practices applied.

5 AWARD OF CONTRACTS

5.1 Contracts with a value of less than NOK 500 000 may be awarded by using any procurement procedure established by the Grant Recipient, while respecting the rules and principles laid down in Sections 1 to 4 of this Part III.

5.2 Contracts with a value exceeding NOK 500 000 shall be awarded by means of one of the following procurement procedures:

a) **Open tender procedure:** In open procedures, any interested tenderer may submit a tender in response to a call for competition. The tender shall be accompanied by the information for qualitative selection as requested by the Grant Recipient.

b) **Restricted procedure:** In restricted procedures, any tenderer may submit a request to participate in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Only those tenderers invited to do so by the Grant Recipient following its assessment of the information provided may submit a tender. The Grant Recipient may limit the number of suitable candidates to be invited to participate in the procedure.

c) **Competitive procedure with negotiation:** In competitive procedures with negotiation, any tenderer may submit a request to participate or a tender in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Tenderers may submit an initial tender, which shall be the basis for subsequent negotiations. The minimum requirements and the award criteria shall not be subject to negotiations.

5.3 Where the Grant Recipient does not launch an open tender procedure, it shall justify and document in writing the choice of tenderers that are invited to submit an offer.

5.4 Deviations from the procedures listed in Section 5.2 are limited to the situations listed in Section 7 of this Part III.

6 PUBLICATION OF PROCUREMENT NOTICE

6.1 The following shall apply with respect to publication of the procurement notice:¹

¹ Definitions of different types of contracts and procedures can be found in Directive 2014/24/EU.
a) **Service and supply contracts from NOK 500 000 to less than NOK 2 500 000 and works contracts from NOK 500 000 to less than NOK 40 000 000**

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

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

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

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

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

   a) if any of the circumstances set out in Article 32 of Directive 2014/24/EU are present;

   b) for purposes of humanitarian aid and civil protection operations or for crisis management aid in a crisis that has been formally recognised by and for the time period declared by the MFA;

   c) where the services are entrusted to public-sector or non-profit bodies and relate to activities of an institutional nature or are designed to provide assistance to people in the social field;

   d) for contracts declared to be secret, or whose performance must be accompanied by special security measures, or when the protection of the essential interests of the MFA so requires.
## ICBL CMC Monitor BUDGET 2016

### Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget 2016 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Salaries and Benefits, Consultants</strong></td>
<td><strong>$887,502</strong></td>
</tr>
<tr>
<td><strong>Staff Salaries and Benefits</strong></td>
<td><strong>$447,294</strong></td>
</tr>
<tr>
<td><strong>Gross salary + benefits ICBL/CMC for ICBL/CMC activities - Jan to Dec 2015</strong></td>
<td><strong>$444,900</strong></td>
</tr>
<tr>
<td><strong>Staff training ICBL-CMC</strong></td>
<td><strong>$2,393</strong></td>
</tr>
<tr>
<td><strong>Consultants</strong></td>
<td><strong>$3,000</strong></td>
</tr>
<tr>
<td><strong>Monitor staff salaries, benefits and consultants</strong></td>
<td><strong>$437,208</strong></td>
</tr>
<tr>
<td>Ban Policy Team</td>
<td><strong>$163,408</strong></td>
</tr>
<tr>
<td>Support for Mine Action research</td>
<td><strong>$50,000</strong></td>
</tr>
<tr>
<td>Victim assistance Team</td>
<td><strong>$115,200</strong></td>
</tr>
<tr>
<td>Program management coordination and support</td>
<td><strong>$78,100</strong></td>
</tr>
<tr>
<td>Research Network</td>
<td><strong>$30,500</strong></td>
</tr>
<tr>
<td><strong>Monitor report production</strong></td>
<td><strong>$34,276</strong></td>
</tr>
<tr>
<td><strong>Products</strong></td>
<td><strong>$19,025</strong></td>
</tr>
<tr>
<td><strong>Other Monitor crosscutting expenses</strong></td>
<td><strong>$7,250</strong></td>
</tr>
<tr>
<td><strong>Website expenses</strong></td>
<td><strong>$8,000</strong></td>
</tr>
<tr>
<td><strong>Operational Costs</strong></td>
<td><strong>$90,454</strong></td>
</tr>
<tr>
<td>Various travels (included travels, accommodation, food-bvrg and per diem)</td>
<td><strong>$2,904</strong></td>
</tr>
<tr>
<td>Photocopying, printing</td>
<td><strong>$2,800</strong></td>
</tr>
<tr>
<td>Various subscriptions</td>
<td><strong>$11,798</strong></td>
</tr>
<tr>
<td>Communications</td>
<td><strong>$6,130</strong></td>
</tr>
<tr>
<td>Postage, shipping</td>
<td><strong>$1,550</strong></td>
</tr>
<tr>
<td>Supplies/consumables</td>
<td><strong>$1,856</strong></td>
</tr>
<tr>
<td>Maintenance and repairs</td>
<td><strong>$9,734</strong></td>
</tr>
<tr>
<td>Equip rental and leasing</td>
<td><strong>$2,619</strong></td>
</tr>
<tr>
<td>Office and computer equip, software, furniture</td>
<td><strong>$900</strong></td>
</tr>
<tr>
<td>Leasehold improvement</td>
<td><strong>$1,000</strong></td>
</tr>
<tr>
<td>Depreciation of assets</td>
<td><strong>$2,392</strong></td>
</tr>
<tr>
<td>Offices rent</td>
<td><strong>$30,688</strong></td>
</tr>
<tr>
<td>Insurances</td>
<td><strong>$4,775</strong></td>
</tr>
<tr>
<td>Monitor office expenses</td>
<td><strong>$11,306</strong></td>
</tr>
<tr>
<td><strong>Financial services (including audit fees)</strong></td>
<td><strong>$34,584</strong></td>
</tr>
<tr>
<td>Support for US salaries administration</td>
<td><strong>$1,584</strong></td>
</tr>
<tr>
<td>Bank charges</td>
<td><strong>$5,250</strong></td>
</tr>
<tr>
<td>Audit fees</td>
<td><strong>$24,750</strong></td>
</tr>
<tr>
<td><strong>Monitor Editorial Team and Editorial Board travels and meetings</strong></td>
<td><strong>$19,203</strong></td>
</tr>
<tr>
<td>Monitor Field missions</td>
<td><strong>$12,620</strong></td>
</tr>
<tr>
<td>UN Pgm manager's meeting - Geneva (March 2014)</td>
<td><strong>$3,588</strong></td>
</tr>
<tr>
<td>Monitoring and Research Committee (MRC)</td>
<td><strong>$2,050</strong></td>
</tr>
<tr>
<td>Monitor Editorial team internal meetings</td>
<td><strong>$1,000</strong></td>
</tr>
<tr>
<td>Monitor Report release MBT (unknown location)</td>
<td><strong>$1,588</strong></td>
</tr>
<tr>
<td>Monitor Report release CCM (Geneva)</td>
<td><strong>$1,588</strong></td>
</tr>
</tbody>
</table>
## Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget 2016 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Standing Committees and MSPs</strong></td>
<td></td>
</tr>
<tr>
<td>Intersessional Work Program MBT / June / Geneva (no ISC for CCM)</td>
<td>$113,863</td>
</tr>
<tr>
<td><strong>Staff + 2 GB members + 2 Campaigners + 10 Monitor</strong></td>
<td>$30,311</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$12,239</td>
</tr>
<tr>
<td>Monitor Participants (travel, hotel, per diem)</td>
<td>$15,572</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$1,500</td>
</tr>
<tr>
<td>Monitor other costs</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>PREPARATION MSP MBT / Chile</strong></td>
<td>$7,716</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$7,716</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$0</td>
</tr>
<tr>
<td><strong>15MSP MBT / Chile / Staff + 2 GB members + 2 Campaigners + 9 Monitor</strong></td>
<td>$41,425</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$25,725</td>
</tr>
<tr>
<td>Monitor Participants (travel, hotel, per diem)</td>
<td>$13,200</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$1,500</td>
</tr>
<tr>
<td>Monitor other costs</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>6th MSP CCM / Geneva / Staff + 4 international participants + 10 Monitor</strong></td>
<td>$34,411</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$12,239</td>
</tr>
<tr>
<td>Monitor Participants (travel, hotel, per diem)</td>
<td>$19,672</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$1,500</td>
</tr>
<tr>
<td>Monitor other costs</td>
<td>$1,000</td>
</tr>
<tr>
<td><strong>Other MBT and CCM specific activities</strong></td>
<td>$87,547</td>
</tr>
<tr>
<td><strong>TOTAL GOAL 2</strong></td>
<td>$0</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$0</td>
</tr>
<tr>
<td>ICBL-CMC other costs</td>
<td>$0</td>
</tr>
<tr>
<td><strong>TOTAL Support to campaigns, governance (GB and staff mtgs), fundraising and other advocacy costs</strong></td>
<td>$70,147</td>
</tr>
<tr>
<td>ICBL-CMC Participants (travel, hotel, per diem)</td>
<td>$10,347</td>
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<tr>
<td>ICBL-CMC other costs, including costs detailed below</td>
<td>$59,800</td>
</tr>
<tr>
<td>Website maintenance and hosting</td>
<td>$8,800</td>
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<tr>
<td>Website development</td>
<td>$3,000</td>
</tr>
<tr>
<td>Support to national campaigns</td>
<td>$45,000</td>
</tr>
<tr>
<td><strong>GRAND TOTAL EXPENSES 2016</strong></td>
<td>$1,267,428</td>
</tr>
</tbody>
</table>
## INCOMES BUDGET 2016

<table>
<thead>
<tr>
<th>Donor</th>
<th>ICBL + CMC + Monitor Budget 2016 USD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Institutionnal donors</strong></td>
<td></td>
</tr>
<tr>
<td>Australia</td>
<td>$99,068</td>
</tr>
<tr>
<td>Belgium</td>
<td>$27,325</td>
</tr>
<tr>
<td>France</td>
<td>$32,790</td>
</tr>
<tr>
<td>Germany</td>
<td>$437,200</td>
</tr>
<tr>
<td>Holy See</td>
<td>$4,000</td>
</tr>
<tr>
<td>Luxembourg</td>
<td>$21,860</td>
</tr>
<tr>
<td>Norway</td>
<td>$235,294</td>
</tr>
<tr>
<td>Sweden</td>
<td>$17,521</td>
</tr>
<tr>
<td>Switzerland</td>
<td>$70,510</td>
</tr>
<tr>
<td>Taiwan</td>
<td>$39,342</td>
</tr>
<tr>
<td>UNICEF</td>
<td>$20,000</td>
</tr>
<tr>
<td>UNMAS</td>
<td>$20,000</td>
</tr>
<tr>
<td><strong>Total institutionnal donors</strong></td>
<td><strong>$1,024,909</strong></td>
</tr>
<tr>
<td><strong>Foundations</strong></td>
<td></td>
</tr>
<tr>
<td>Pax</td>
<td>$5,465</td>
</tr>
<tr>
<td><strong>Total foundations</strong></td>
<td><strong>$5,465</strong></td>
</tr>
<tr>
<td><strong>Other various incomes</strong></td>
<td></td>
</tr>
<tr>
<td>Gifts</td>
<td>$133,000</td>
</tr>
<tr>
<td>Miscellaneous revenue/ to find</td>
<td>$104,053</td>
</tr>
<tr>
<td><strong>Total other various incomes</strong></td>
<td><strong>$237,053</strong></td>
</tr>
<tr>
<td><strong>Total incomes</strong></td>
<td><strong>$1,267,428</strong></td>
</tr>
</tbody>
</table>
Landmine and Cluster Munition Monitor  
2016 Letter of Agreement  
between  
International Campaign to Ban Landmines-Cluster Munition Coalition  
and  
Human Rights Watch

International Campaign to Ban Landmines-Cluster Munition Coalition  
c/o Human Rights Watch  
1630 Connecticut Avenue, NW, Suite 500  
Washington, DC 20009  
USA  
Tax ID number: 13 411 3075  
Represented by: Megan Burke, Director

Human Rights Watch  
1630 Connecticut Avenue, NW, Suite 500  
Washington, DC 20009  
USA  
Represented by: Stephen D. Goose, Executive Director, Arms Division

This letter of agreement is to confirm terms of reference related to the preparation of Landmine and Cluster Munition Monitor research products in 2016. Landmine and Cluster Munition Monitor is a program of the International Campaign to Ban Landmines-Cluster Munition Coalition (ICBL-CMC).

By signing this letter of agreement we agree with the terms outlined below.

Research Coordination
- Human Rights Watch is responsible for:
  - Conducting research for the mine and cluster munition ban policy sections of Country Profiles and submitting publishable quality research by the deadlines outlined in the annual editing schedule;
  - Drafting the cluster munition ban policy thematic overview for Cluster Munition Monitor;
  - Drafting the mine ban policy thematic overview for Landmine Monitor;
  - Providing publishable quality edited reports to the production team on time;
  - Recruiting, training, and managing researchers;
  - Drafting fact sheets on ban policy and submitting fact sheets to the Monitor Research Committee for approval on time;
  - Submitting detailed narrative reports on field missions to the Landmine and Cluster Munition Monitor Editorial Team within two weeks of completion of each mission;
  - Submitting quarterly financial reports by the deadlines outlined in this agreement; and
  - Representing the Monitor Research Committee at international meetings and forums and participating in Monitor Research Committee meetings.
Project Expenditures

- The Landmine and Cluster Munition Budget for 1 January to 31 December 2016 includes anticipated expenditures of US$ 148,551 for Human Rights Watch as outlined in the Landmine and Cluster Munition Budget annual budget and as detailed here:
  - Human Resources: $128,000
  - Meetings and Travel: $15,551
  - Office and Administration: $5,000

Working through the ICBL-CMC project staff and supported by the ICBL-CMC Governance Board, the ICBL-CMC is responsible for raising the ICBL-CMC budget for 2016 including the costs of Landmine and Cluster Munition Monitor project expenses. By 30 June 2016, Human Rights Watch will be notified if Landmine and Cluster Munition Monitor does not appear able to raise at least 80% of its global budget. Should sufficient funds not be raised to cover the entire budget, Human Rights Watch will be asked to reduce its budgeted expenditures proportionate to the amount of funds raised.

Financial Reporting

- Human Rights Watch is responsible for providing signed quarterly financial reports to the ICBL-CMC Finance Manager and Landmine and Cluster Munition Monitor Program Manager by the following dates:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period Covered</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>1 January to 31 March</td>
<td>Friday 15 April 2016</td>
</tr>
<tr>
<td>Second</td>
<td>1 April to 30 June</td>
<td>Friday 15 July 2016</td>
</tr>
<tr>
<td>Third</td>
<td>1 July to 30 September</td>
<td>Friday 21 October 2016</td>
</tr>
<tr>
<td>Fourth</td>
<td>1 October to 31 December</td>
<td>Friday 20 January 2017</td>
</tr>
</tbody>
</table>

- Human Rights Watch will utilize the financial reporting template provided by the CMC-ICBL Finance Manager to complete all financial reports. HRW will provide a full breakdown and details of all expenditures and copies of the invoices.
- Human Rights Watch will sign all financial reports before they are submitted to the ICBL-CMC Finance Manager.
- Human Rights Watch will submit time sheets for all staff seconded to work on Landmine and Cluster Munition Monitor and submit them with the final financial report.
- Human Rights Watch agrees to make all original receipts, invoices and financial documentation available if necessary for inspection during financial audits.

Reimbursements

- Human Rights Watch agrees to cover the costs for its annual project budget up front.
- Human Rights Watch’s Arms Division director will sign all financial reports before they are submitted to the ICBL-CMC Finance Manager.
- Human Rights Watch understands that reimbursement for program expenses will occur as promptly as is feasible. ICBL-CMC will endeavor to reimburse expenses for January-June 2016 by November 2016, and expenses for July-December 2016 by June 2017.
Failure to meet the terms of this agreement may result in a reduction or non-payment of funds, as determined appropriate by the Landmine and Cluster Munition Monitor Research Committee.

We the undersigned agree to the terms laid out in this letter of agreement.

This agreement covers the year 2016. Should this arrangement be extended, a new agreement must be signed.

This agreement is made using the RightSignature online service and hereby signed by the ICBL-CMC and Human Rights Watch.

Signature: 

Megan Burke, Director 

Date: 10/10/2016 

Signature: 

Stephen D. Goose, Executive Director, Arms Division 

Date: 10/11/2016
Signature Certificate

Document Reference: NAU8XHJEDLRTVEL4U6RBFI

Steve Goose
Party ID: XIDZKMJNK5ILJ62D7B3HKW
IP Address: 73.68.162.45
VERIFIED EMAIL: gooses@hrw.org

Megan Burke
Party ID: K9HMIKI6DL7V6JNLHXXZWJ
IP Address: 50.136.86.239
VERIFIED EMAIL: megan@icblcmc.org

Electronic Signature:

Multi-Factor Digital Fingerprint Checksum:
c3acc9a3cc49704fc3ec3f56ec743eb53375aa0f

Electronic Signature:

Multi-Factor Digital Fingerprint Checksum:
f72c875d8888734ae6cf23340bac4f98590a735d

Audit
- All parties have signed document. Signed copies sent to: Steve Goose, Megan Burke, and ICBL-CMC.
- Document signed by Steve Goose (gooses@hrw.org) with drawn signature. - 73.68.162.45
- Document viewed by Steve Goose (gooses@hrw.org). - 73.68.162.45
- Document signed by Megan Burke (megan@icblcmc.org) with drawn signature. - 50.136.86.239
- Document viewed by Megan Burke (megan@icblcmc.org). - 50.136.86.239
- Document created by ICBL-CMC (info@icblcmc.org). - 92.106.41.89
Landmine and Cluster Munition Monitor
2016 Letter of Agreement
between
International Campaign to Ban Landmines-Cluster Munition Coalition
and
Mines Action Canada

International Campaign to Ban Landmines-Cluster Munition Coalition
c/o Human Rights Watch
1630 Connecticut Avenue, NW, Suite 500
Washington, DC 20009
USA
Tax ID number: 13 411 3075
Represented by: Megan Burke, Director

Mines Action Canada
86 Renfrew Avenue, Unit A
Ottawa, ON K1S 1Z8
Canada
Represented by: Paul Hannon, Executive Director

This letter of agreement is to confirm terms of reference related to the preparation of Landmine and Cluster Munition Monitor, a program of the International Campaign to Ban Landmines-Cluster Munition Coalition (ICBL-CMC).

By signing this letter of agreement we agree with the terms outlined below.

Program Coordination
- Mines Action Canada is responsible for:
  - Serving as the employer of record for Yeshua Moser-Puangsuwan.
  - Ensuring that Yeshua Moser-Puangsuwan submits detailed narrative reports on field missions to the Landmine and Cluster Munition Monitor Editorial Team within two weeks of completion of each mission; and
  - Submitting quarterly financial reports by the deadlines outlined in this agreement.

Program Expenditures
The Landmine and Cluster Munition Monitor budget for 1 January to 31 December 2016 includes anticipated expenditures of US$36,100 or Mines Action Canada as outlined in the Landmine and Cluster Munition Monitor annual budget and as detailed here:
- Human Resources: $24,393 (or equivalent 36,105 CAD on transfer dates)
- Meetings and Travel: $8,400
- Office and Administration: $3,307

Working through the ICBL-CMC project staff and supported by the ICBL-CMC Governance Board, the ICBL-CMC is responsible for raising the ICBL-CMC budget for 2016 including the costs of Landmine and Cluster Munition Monitor project expenses. By 30 June 2016, Mines Action Canada will be notified if Landmine and Cluster Munition Monitor does not appear
able to raise at least 80% of its global budget. Should sufficient funds not be raised to cover the entire budget, Mines Action Canada will be asked to reduce its budgeted expenditures proportionate to the amount of funds raised.

Financial Reporting
- Mines Action Canada is responsible for providing quarterly financial reports and invoices to the ICBL-CMC Finance Manager and Landmine and Cluster Munition Monitor Program Manager by the following dates:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period Covered</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>1 January to 31 March</td>
<td>Friday 15 April 2016</td>
</tr>
<tr>
<td>Second</td>
<td>1 April to 30 June</td>
<td>Friday 15 July 2016</td>
</tr>
<tr>
<td>Third</td>
<td>1 July to 30 September</td>
<td>Friday 21 October 2016</td>
</tr>
<tr>
<td>Fourth</td>
<td>1 October to 31 December</td>
<td>Friday 20 January 2017</td>
</tr>
</tbody>
</table>

- Mines Action Canada will utilize the financial reporting template provided by the ICBL-CMC Finance Manager to complete all financial reports.
- Mines Action Canada agrees to submit financial reports for each quarter of the financial year, accompanied by a detailed list of expenses and a copy of the invoices and by cash flow projections for the following quarter.
- Mines Action Canada will submit time sheets for all staff seconded to work on Landmine and Cluster Munition Monitor quarterly and submit them with financial reports.
- Mines Action Canada agrees to make all original receipts, invoices and financial documentation available if necessary for inspection during financial audits.
- Mines Action Canada will provide timely notification of any problems arising under the framework of this agreement.

Reimbursements
- Mines Action Canada agrees to provide a request for budgeted expenses for each quarter. The request for an advance will be accompanied by cash flow projections for the quarter completed in the provided template. Mines Action Canada will provide a full breakdown and details of all expenditures.
- Mines Action Canada’s finance manager will sign all financial reports before they are submitted to the ICBL-CMC Finance Manager.
- Upon receipt of the advance request and cash flow projections, Landmine and Cluster Munition Monitor will endeavor to complete the advance should sufficient funds be available.
- Advance requests cannot be processed until financial reporting for the previous quarter is received by Landmine and Cluster Munition Monitor.
- Mines Action Canada understands that advances and reimbursement for program expenses will occur as promptly as is feasible.
- The funds will be reimbursed in CAD or in the equivalent in USD at the date of the reimbursement.

Failure to meet the terms of this agreement may result in a reduction or non-payment of funds, as determined appropriate by the Landmine and Cluster Munition Monitor Research Committee.

We the undersigned agree to the terms laid out in this letter of agreement. This agreement covers the year 2016. Should this arrangement be extended a new agreement must be signed.

This agreement is made using the RightSignature online service and hereby signed by ICBL-CMC and Mines Action Canada.
Megan Burke, Director
Date: 01/27/2016

Paul Hannon, Executive Director
Date: 01/27/2016
Signature Certificate

Document Reference: ZTTZKJJBJ5HL9R2USFIXTL

Paul Hannon
Party ID: 6UD6XBJBPXZCDCC5AE726
IP Address: 99.246.169.90
VERIFIED EMAIL: paul@minesactioncanada.org

Megan Burke
Party ID: SVYT5XIS5LE93IITMSV62Y
IP Address: 50.136.86.239
VERIFIED EMAIL: megan@icblcmc.org

Timestamp Audit
2016-01-27 09:56:52 -0800
All parties have signed document. Signed copies sent to: Patrick Teil, Paul Hannon, Megan Burke, and ICBL-CMC.

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Landmine and Cluster Munition Monitor
2016 Letter of Agreement
between
International Campaign to Ban Landmines-Cluster Munition Coalition
and
Mines Action Canada

International Campaign to Ban Landmines-Cluster Munition Coalition
c/o Human Rights Watch
1630 Connecticut Avenue, NW, Suite 500
Washington, DC 20009
USA
Tax ID number: 13 411 3075
Represented by: Megan Burke, Director

Mines Action Canada
86 Renfrew Avenue, Unit A
Ottawa, ON K1S 1Z8
Canada
Represented by: Paul Hannon, Executive Director

This letter of agreement is to confirm terms of reference related to the preparation of Landmine and Cluster Munition Monitor, a program of the International Campaign to Ban Landmines-Cluster Munition Coalition (ICBL-CMC).

By signing this letter of agreement we agree with the terms outlined below.

Program Coordination
- Mines Action Canada is responsible for:
  - Serving as the employer of record for Erin Hunt during fulfillment of the Terms of Reference included in Annex I. This Annex is fully part of this contract.
  - Ensuring that travel costs for Erin Hunt have received prior approval from the ICBL-CMC Director.
  - Submitting quarterly financial reports for Erin Hunt by the deadlines outlined in this agreement

Program Expenditures
- The Landmine and Cluster Munition Monitor budget for 1 January to 31 December 2016 includes anticipated expenditures of US$ 29,161 for Mines Action Canada as outlined in the Landmine and Cluster Munition Monitor annual budget and as detailed here:
  - Human Resources: $ 22,000 (or equivalent 31,346 CAD on transfer dates)
  - Meetings and Travel: $ 4,361
  - Office and Administration: $ 2,800
Working through the ICBL-CMC project staff and supported by the ICBL-CMC Governance Board, the ICBL-CMC is responsible for raising the ICBL-CMC budget for 2016 including the costs of Landmine and Cluster Munition Monitor project expenses. By 30 June 2016, Mines Action Canada will be notified if Landmine and Cluster Munition Monitor does not appear able to raise at least 80% of its global budget. Should sufficient funds not be raised to cover the entire budget, Mines Action Canada will be asked to reduce its budgeted expenditures proportionate to the amount of funds raised.

Financial Reporting
- Mines Action Canada is responsible for providing quarterly financial reports and invoices to the ICBL-CMC Finance Manager and Landmine and Cluster Munition Monitor Program Manager by the following dates:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period Covered</th>
<th>Report Due</th>
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<tbody>
<tr>
<td>First</td>
<td>1 January to 31 March</td>
<td>Friday 15 April 2016</td>
</tr>
<tr>
<td>Second</td>
<td>1 April to 30 June</td>
<td>Friday 15 July 2016</td>
</tr>
<tr>
<td>Third</td>
<td>1 July to 30 September</td>
<td>Friday 21 October 2016</td>
</tr>
<tr>
<td>Fourth</td>
<td>1 October to 31 December</td>
<td>Friday 20 January 2017</td>
</tr>
</tbody>
</table>

- Mines Action Canada will utilize the financial reporting template provided by the ICBL-CMC Finance Manager to complete all financial reports.
- Mines Action Canada agrees to submit financial reports for each quarter of the financial year, accompanied by a detailed list of expenses and a copy of the invoices and by cash flow projections for the following quarter.
- Mines Action Canada will submit time sheets for all staff seconded to work on Landmine and Cluster Munition Monitor quarterly and submit them with financial reports.
- Mines Action Canada agrees to make all original receipts, invoices and financial documentation available if necessary for inspection during financial audits.
  - Mines Action Canada will provide timely notification of any problems arising under the framework of this agreement.

Reimbursements
- Mines Action Canada agrees to provide a request for budgeted expenses for each quarter. The request for an advance will be accompanied by cash flow projections for the quarter completed in the provided template. Mines Action Canada will provide a full breakdown and details of all expenditures.
- Mines Action Canada’s finance manager will sign all financial reports before they are submitted to the ICBL-CMC Finance Manager.
- Upon receipt of the advance request and cash flow projections, Landmine and Cluster Munition Monitor will endeavor to complete the advance should sufficient funds be available.
- Advance requests cannot be processed until financial reporting for the previous quarter is received by Landmine and Cluster Munition Monitor.
- Mines Action Canada understands that advances and reimbursement for program expenses will occur as promptly as is feasible.
The funds will be reimbursed in CAD or in the equivalent in USD at the date of the reimbursement.

Failure to meet the terms of this agreement may result in a reduction or non-payment of funds, as determined appropriate by the ICBL-CMC.

We the undersigned agree to the terms laid out in this letter of agreement. This agreement covers the year 2016. Should this arrangement be extended a new agreement must be signed.

This agreement is made using the RightSignature online service and hereby signed by ICBL-CMC and Mines Action Canada.

Signature:

Megan Burke, Director of ICBL-CMC
Date: 01/27/2016

Signature:

Paul Hannon, Executive Director of MAC
Date: 01/27/2016
Terms of Reference/Proposal

The Research Specialist (Victim Assistance) will work as a member of the Victim Assistance Thematic Team of the Monitor Editorial Team, with Loren Persi Vicentic (Victim Assistance Lead Researcher and Editor) as the reference person for the equivalent 6 months over 1 year -approximately half time average.

As part of the Monitor Editorial Team, the Victim Assistance Thematic Team (Research Team) plays a leading role in the Landmine and Cluster Munition Monitor for the International Campaign to Ban Landmines (ICBL) and the Cluster Munition Coalition (CMC). The role of the Research Team is found in the team’s Terms of Reference, as approved by the Monitor Research Committee.

In addition to country profiles, the Landmine Monitor, Cluster Munition Monitor summaries (overviews), and Equal Basis summary reporting the Research Team will work on ad-hoc research/policy projects, including contributing to ICBL-CMC policy and guidelines and the Monitor–based evaluation of progress in “victim assistance”. The team will also respond to working documents, process and procedural input for the conventions, and provide input into statements and presentation of the ICBL-CMC, members and partners.

Working for the Research Team, the first goal of the Research Specialist is to produce high quality profiles and reports on all aspects of the human impact of mines/ERW and the responses, including casualty data and victim assistance. This would be achieved through cooperation with and coordination of an in-country research network, supervision of researchers, field research on specific countries, writing of country profiles, summary report sections, and editing as required in coordination with and in preparation for handover to the Research Coordinator.

Objectives to be fulfilled by the Research Specialist

Research and report writing (75%)

- Make technical information accessible to both experts and non-experts and link it to the human impact of mines/ERW.
- Prepare approximately 30 publishable quality casualty and victim assistance sections for Country Profiles based on the template provided by the Victim Assistance Team Coordinator and the previous profiles, including: China, Cote d'Ivoire, Cuba, Cyprus, Djibouti, Egypt, Greece, Guinea-Bissau, India, Israel, Kenya, Korea North, Korea South, Kosovo, Kuwait, Lebanon, Libya, Malawi, Mali, Mauritania, Montenegro, Pakistan, Rwanda, Serbia, Syria, Timor Leste, Turkey, Tunisia, Uganda, and Yemen, and research assistance (information) on Vietnam;
  - Compile the country profiles with information from questionnaires, desk research, field research, in-country information providers and other sources. In countries with no local researchers, carry out all of the research directly;
  - Update summary paragraphs on victim assistance since 1999 in each assigned country where relevant;
- Work with in-country researchers, where they exist, to prepare update questions and country questionnaires, and supplement research they obtain, including contacting sources to verify and update information;
- Acquire and provide mine/ERW casualty data in the format required by the Victim Assistance Team for all assigned countries of research;
- Assist in analyzing research results and making them accessible for readers.
- Edit country profiles and sections drafted by other team members to ensure that they are clear, consistent and of publishable quality;
- Cross-check (fact and data checking) profiles and sections of reports drafted by other team members.
- Ensure the profiles and reports are of publishable quality and uphold the Monitor’s high standards of reporting.
- Review 2014 global casualty data for cluster munitions cross-checking with final country profiles and overview reporting.
- Review the 2014 global casualty database, cross-checking with final country profiles and overview reporting.
- It is understood that the Victim Assistance Lead Researcher and Editor has the right to edit, shorten, supplement, and/or change any draft profiles/reports as he sees fit.
- Under the supervision of the Victim Assistance Lead Researcher and Editor contribute to the research and analysis on casualties and assistance, including sections of overviews leading to the publication and launch of at least three scheduled reports (Cluster Munition Monitor 2016, Landmine Monitor 2016, and ‘Equal Basis’ reporting). Write significant sections of these summaries;

**Liaison with research network (10%)**

- Support Monitor in-country researchers in all aspects of their work related to the Thematic Team.
- Develop and maintain close links with in-country information providers in order to get the most accurate data.

**Reinforce evaluative research on victim assistance (15%)**

- Under the guidance of the Lead Researcher and Editor conduct research, analysis and concept mapping on policies, actors and service providers relating victim assistance.
- With the guidance of the Lead Researcher and Editor, take the lead on a selection of Landmine Monitor-based evaluative fact sheets.
- Suggest issues for campaigning and reporting based on information gathered through research and research findings.
- Ensure that research materials are suited for lobbying/advocacy/campaigning purposes.

**Meetings and report launches**

- Attend international meetings as required (including Intersessional meetings and the CCM Meeting of States Parties in Geneva).
- Travel plans and costs are subject to prior approval by the Lead Researcher and Editor and Director.
- Help organizing launches, press releases, presentations.
- Conduct media and awareness raising work as necessary.
- Carrying out other tasks related to the above as necessary.
Signature Certificate

Document Reference: AVPXHKJY93LKXGKP1JWNK9

Paul Hannon
Party ID: 3BFG7CJTMSX3V5RCBG8NIC
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Megan Burke
Party ID: V7RV9YJH8KV9A3JPGJ376
IP Address: 50.136.86.239
VERIFIED EMAIL: megan@icblcmc.org

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Multi-Factor
Digital Fingerprint Checksum 440c065fbbfd78f0c8c3a93ab87e59b17b3bae0874

Audit
All parties have signed document. Signed copies sent to: Patrick Teil, Paul Hannon, Megan Burke, and ICBL-CMC.

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