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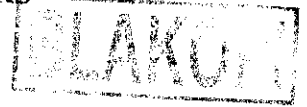
CONTRACT

822.1 RSA 3005 Av:

between

RSA-04/298

**THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS
("MFA")
and**



**THE UNIVERSITY OF OSLO
by
THE NORWEGIAN CENTRE FOR HUMAN RIGHTS
("NCHR")**

regarding

**the development, implementation and follow up of support to strengthen
Human Rights in South Africa ("the Programme")**

WHEREAS MFA has decided to continue the Programme in the period 2005 – 2009;
and

WHEREAS MFA has requested the University of Oslo by NCHR to undertake the
responsibility for the development, implementation and follow up of the Programme
based on NCHR's offer of 22.11.04;

NOW THEREFORE the following has been agreed between the two Parties:

**Article 1
The assignment**

NCHR is hereby engaged to develop, implement and follow up of the Programme as the
assignment is described in Terms of Reference and Article 4.

**Article 2
Scope and Objectives**

1. The goal of the Programme is to promote respect, protection and fulfilment of
human rights in a manner that consolidates democratic development in South
Africa through engagement with government.
2. The objectives of the Programme are:
 - Scrutinise and engage with government on policy formation and
implementation in the area of social and economic rights.
 - Encourage implementation of human rights provisions by enabling
excluded individuals and groups to access justice.

- Encourage accountability in government decision-making by enabling public participation and access to information.
 - Encourage South Africa's active support and promotion of human rights initiatives in international, continental and regional fora and networks.
 - Maintain and improve competence in Norway on human rights and democracy in South Africa and, where relevant, promote networks and institutional co-operation between South African and Norwegian institutions.
3. The Programme comprises the following main components:
- Development and administration of a project portfolio with South African institutions.
 - Advisory services on human rights issues in South Africa and Southern Africa upon request from the Royal Norwegian Embassy in South Africa.
 - Contributing to competence building and debate in Norway on South Africa i.a. through scholarships and research.

4. Subject to Parliamentary appropriations MFA will make available for the Programme up to 65.000.000 (sixty five million Norwegian Kroner) that includes the quality assurance, technical advise and administration of the programme by NCHR. NCHR's services will be covered within the amount set out in NCHR's offer of 22.11.04, accepted by MFA and described by the enclosed Terms of Reference.

Article 3 Co-operation – Representation

1. The Parties shall co-operate fully to ensure the successful implementation of the Programme. To that effect each Party shall furnish to the other Party all such information as may reasonably be required pertaining to the Programme.

The administration of this Contract on behalf of MFA shall be done by the Royal Norwegian Embassy in South Africa ("the Embassy"). Thus, if not otherwise stated in this Contract, the technical and administrative contact between MFA and NCHR will be made through the Embassy.

Article 4 Obligations of NCHR

The NCHR shall:

1. Make available sufficient and qualified personnel and administrative capacity to carry out the obligations referred to in this Contract.
2. Have the overall responsibility for the development, administration and implementation of the Programme, which includes inter alia:
 - Formulating a strategy for the period 2005-2009.

- Developing the programme portfolio in line with the overall strategy, goal and objectives.
- Promoting and discussing with partners relevant projects in line with programme strategy.
- Evaluating and providing recommendations as to project applications from potential/existing partners in South Africa.
- Ensuring professional management of the project portfolio including entering into a contract with the applicant ("the Partner") if and when a decision has been made by the Embassy to fund a project under the Programme; reporting to the Embassy on achievement of results under the contract; undertaking payments to the Partners according to the contracts and obtaining accounts, audit reports and other relevant reports.
- Monitor the human rights situation in South Africa in general and specific themes and approaches as relevant to the programme portfolio.
- Be responsible for all practical arrangements including missions, visits etc. in connection with the planning and implementation of the Programme.

The Embassy shall make the final decisions about which partners and themes to be supported under the Programme.

3. Provide advice to the Embassy on human rights issues relevant to the co-operation between South Africa and Norway.
4. Increase competence in Norway through:
 - Developing NCHR's competence on human rights in South Africa.
 - Dissemination of information and knowledge to other institutions in Norway and internationally i.a. through participation and presentations in national and international fora.
 - Facilitating co-operation between Norwegian and South African institutions.
5. Keep proper financial records on the use of the Grant in accordance with the standards of the University of Oslo. The University of Oslo is subject to the inspection of the Auditor General which reviews and approves the University's accounts, accounting procedures and systems.
6. Keep the Embassy informed about NCHR visits to South Africa and invite the Embassy to participate in all relevant meetings between the NCHR and the Partners under this Programme.
7. NCHR shall promptly inform the Embassy of any condition, which interferes or threatens to interfere with the successful implementation of the Programme.
8. The Parties declare their commitment to counteract corrupt practices in the execution of the Contract. NCHR shall to the extent compatible with any applicable professional standards of researchers, inform the Embassy of any

indication of corruption or misuse of Norwegian aid funds that comes to its attention during the course of the assignment. Contracts entered into by NCHR in accordance with Article 4 above shall include anti-corruption clauses.

Article 5 Remuneration

1. NCHR will be remunerated for all technical and administrative services that are provided for under this Contract, in accordance with the agreed annual budget and the amount stipulated in the enclosed Terms of Reference. The budget shall specify the number of man months, student grants, travel expenses, overhead and other expenses linked to the administrative services.
2. Development of NCHR's competence on human rights in South Africa will be remunerated in accordance with activity plans submitted to the Embassy for approval before being initiated.
3. NCHR is responsible for controlling the utilisation of months to be financed by MFA. If the number of man months is less than stipulated for in the annual budget, this shall be accounted for in the next annual budget. If the workload seems to exceed the stipulated number of man months, this shall be discussed with the Embassy. Expenses in connection with duty travels will be remunerated in accordance with governmental rates for travel and subsistence.

Article 6 Disbursements

1. The Embassy shall upon receipt and approval of request from the NCHR semi-annually deposit funds in a separate project account within NCHR. The requests shall be based upon agreed work plans and budgets, reports and accounts as specified in Article 9 below. Any amount, which is already disbursed but not fully accounted for shall be taken into account when the requests are made.
2. Expenses related to the NCHR's quality assurance, technical advise and administration of the programme shall be reimbursed semi-annually.
3. NCHR shall immediately, in writing acknowledge receipt of the funds.

Article 7 Annual Meeting

1. The Parties shall meet annually ("the Annual Meeting") to review the Programme. The time and venue shall be decided between the Parties with good notice and will normally take place in the firstquarter of each year. NCHR shall prepare the

documentation to the Annual Meeting. The Annual Meeting shall assess the development of the Programme with an aim to establish overall strategic priorities and approve work-plans and budgets for the coming period.

2. The Annual Meeting will be based on the following documents:
 - a) An annual status report from NCHR as referred to in the first bullet point of Article 9 below.
 - b) A draft Annual Programme as referred to in the second bullet point of Article 9 below.

Decisions that are reached by the two Parties at the Annual Meeting will be recorded in the final Annual Programme and Minutes of Meeting, recorded by NCHR and approved by the Embassy.

At the Annual Meeting NCHR will give a brief, oral and written, review of the development of the human right situation in South Africa.

3. Activities referred to in Article 4, but which are not included in the final Annual Programme shall be approved by the Embassy before being implemented.

Article 8 Ownership

1. Copyright to any documents, including reports and visual documentation, financed by MFA under the Programme shall rest with the recipient institutions. However, this is not the case when NCHR within this Contract directly or indirectly contributes to the executive work of the Embassy.
2. The Embassy shall have full access to the data used to perform the tasks and assignments under this Contract and is free to use all techniques and methods documented within the assignment for their own purpose.
3. All documents, including reports, financed by MFA under the Programme can freely be used by the Embassy, NCHR and the co-operating institutions without any form of payment.
4. The regulations on professional secrecy stated in the Norwegian Public Administration Act (February 10, 1967) shall apply to NCHR with regard to information acquired through assignments under this Agreement.

Article 9 Reports

1. NCHR shall submit the following reports to the Embassy:

- Annual status report not later than 3 weeks prior to the Annual Meeting. The report shall contain a review of results achieved in relation to the goal and objectives of the Programme and problems faced by the Programme with regard to implementation;
 - Semi-annual statements of accounts or upon request from the Embassy;
 - A draft Annual Programme and budget for the coming year, not later than 3 weeks prior to the Annual Meeting, based on the discussions between the NCHR and the Embassy, with work plans specifying planned outputs, time schedules and a budget;
 - Promptly upon completion or termination, final reports on the individual projects and activities under the Programme;
 - A final report, not later than 6 months, upon completion of the Programme.
 - Reports on the human rights situation in South Africa to be submitted twice a year with the main report in the 1. quarter and an update in the 3. quarter of the year.
2. The Embassy shall receive a copy of all other relevant documents under the Programme.

Article 10 Liability

The Embassy shall not be liable – economically or in other ways – to the Partners, firms or individuals engaged by NCHR for the implementation of the Programme.

Article 11 Reservations

1. The Embassy may withhold disbursements and/or claim repayment in full or in part if the fund or part of the funds are misused or not satisfactorily accounted for.
2. Before withholding any disbursement or claiming repayment the Parties shall consult with a view to reaching a solution in the matter.

Article 12 Monitoring

The Embassy shall have the right to carry out any technical or financial mission that it considers necessary to follow the administration of the Programme. To facilitate the work of the person(s) instructed to carry out such a monitoring mission, NCHR shall provide all relevant assistance, information and documentation.

24 months after the signing of this contract, a mid-term review shall be carried out. The review shall be governed by a Terms of Reference approved by the Embassy. Within 6 months after the completion of the Programme, an end review shall be carried out, governed by a Terms of Reference approved by the Embassy.

Article 13
Disputes – Entry into Force – Termination

1. If any dispute arises relating to the implementation or interpretation of the present Contract, there shall be consultations between the Parties, with an aim to reaching an agreement.
2. This Contract shall enter into force on the date of its signature and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled shall be determined in consultation between the Parties concerned.
3. Notwithstanding the previous clause, either Party may terminate the present Contract by giving 7 – seven - months written notice to the other Party.

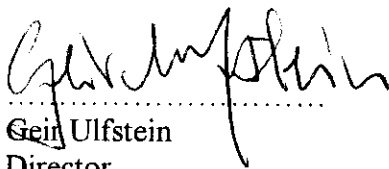
This Contract is drawn in duplicate with one original for MFA and one original for NCHR.

Signed in Oslo 3.11.05

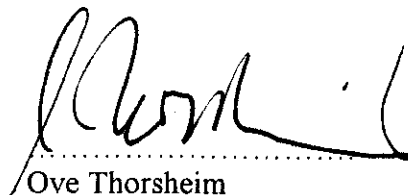
Signed in Pretoria 18/10/05

For the University of Oslo

For the Ministry of Foreign Affairs



Geir Ulfstein
Director
Norwegian Centre for Human Rights



Ove Thorsheim
Ambassador
Royal Norwegian Embassy

TERMS OF REFERENCE

South Africa Programme 2005-2009

1. Background

The South Africa Programme (henceforth referred to as the Programme) at the Norwegian Centre for Human Rights (NCHR), a multidisciplinary centre at the University of Oslo, was established in 1998 as part of the Norwegian strategy on development co-operation with South Africa. The Programme was until 2004 financed by the Norwegian Agency for Development Co-operation (NORAD). The first contract entered into by NCHR ended in 2000, and after a review of the Programme in May 2001, it was decided to extend the period of co-operation until the end of 2004. In line with new regulations, a competitive tender process was announced by Norad in November 2004, whereby Norwegian institutions were invited to present their bids for the continuation of the Programme in the period 2005-2009. Based on a successful bid dated 22 November 2004, the Royal Norwegian Embassy in Pretoria (henceforth the Embassy), under the Norwegian Ministry of Foreign Affairs, requested the NCHR to undertake responsibility for the development, implementation and follow-up of the Programme through 2009.

The Programme will in this period give thematic emphasis to economic and social rights in general, access to justice (civil rights), political participation and access to information (political rights). The approach of the Programme will be to emphasise engagement with government on these themes in order to 'promote respect, protection and fulfilment of human rights in a manner that consolidates democratic development in South Africa'. Regional co-operation on the above themes will be emphasised when beneficial to goal achievement at the national as well as regional level.

This framework will guide the development and administration of a project portfolio with South African partners which is the Programme's main component. It will also inform the other two components which are to provide advisory services to the Embassy on human rights issues; and competence building in Norway on South Africa.

The NCHR will be fully responsible for the development, implementation and follow up of the Programme in close consultation and agreement with the Royal Norwegian Embassy in Pretoria. The NCHR has developed a strategy document, which has been approved by the Embassy. It is agreed that this document will be subject to periodic discussion and possible adjustments. The manner in which the strategy will be implemented and followed up, will be presented for Embassy approval in Annual plans to be submitted to the Embassy three weeks prior to the annual meetings. When necessary, matters arising between annual meetings will be subject to similar consultation and agreement on a case-by-case basis. NCHR is also responsible for annual reporting on

developments, implementation and follow-up of the Programme in line with annual plans and the Programme strategy.

The main documents describing the assignment are:

- NORAD tender announcement of 05.11.04
- NCHR offer of 22.11.04
- NCHR South Africa programme strategy of 01.08.05

2. The parties and key personnel

The contracting parties are the Norwegian Ministry of Foreign Affairs through the Royal Norwegian Embassy in Pretoria, and the University of Oslo, Norwegian Centre for Human Rights.

Royal Norwegian Embassy in Pretoria iParoli Building A2, 1166 Park Street
P.O. Box 11612, Hatfield, 0028

Superior responsible:

Ambassador Ove Thorsheim

List of personnel:

First Secretary Paal Bjørnstad

Phone +27 12 431 28 58

E-mail: pab@mfa.no

Norwegian Centre for Human Rights
University of Oslo, Faculty of Law
P.O.Box 6706 St.Olavs plass, 0130 Oslo, Norway
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Superiors responsible for the assignment:

- Director Geir Ulfstein
- Director of Programmes Kristin Høgdahl
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List of personnel:

- Programme Director Charlotte Norby
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Email: i.c.norby@nchr.uio.no
- Researcher Peris Jones

3. The assignment

The assignment is for the NCHR to develop, implement and follow up support to strengthen human rights adherence in South Africa (the Programme) within the framework of the Programme strategy.

The Programme has three main components:

- development and management of a project portfolio with South African institutions,
- providing advisory services to the Embassy on human rights issues, and
- contributing to competence building and debate in Norway on South Africa.

The goal of the Programme is to promote respect, protection and fulfilment of human rights in a manner that consolidates democratic development in South Africa through engagement with government.

The objectives of the Programme are to:

1. Scrutinise and engage with government on policy formation and implementation in the area of social and economic rights;
2. Encourage implementation of human rights provisions by enabling excluded individuals and groups to access justice.
3. Encourage accountability in government decision making by enabling public participation and access to information.
4. Encourage South Africa's active support and promotion of human rights initiatives in international, continental and regional fora and networks, emphasising the themes included in objectives 1-3.
5. Maintain and improve competence in Norway on human rights and democracy in South Africa and, where relevant, promote networks and institutional co-operation between South Africa and Norwegian institutions.

The specific responsibilities of the NCHR in the development, implementation and follow up of the Programme include:

- Formulating a strategy for the period 2005-2009. The strategy of 01.08.05 has been approved by the Embassy. The strategy will be subject to periodic discussion with the Embassy and possible adjustments.
- Developing the programme portfolio in line with the overall strategy, goal and objectives.
- Promoting and discussing with partners relevant projects in line with the programme strategy.
- Evaluating and providing recommendations as to project applications from potential/existing partners in South Africa.
- Ensuring professional management of the project portfolio including entering into a contract with the applicant ("the Partner") if and when a decision has been made by the Embassy to fund a partner under the Programme; reporting to the Embassy on achievement of results under the

- contract; undertaking payments to the Partners according to the contracts and obtaining accounts, audit reports and other relevant reports.
- Monitor the human rights situation in South Africa in general and specific themes and approaches as relevant to the programme portfolio.
 - Be responsible for all practical arrangements including missions, visits etc. in connection with the planning and implementation of the Programme.
 - Contribute to the mid-term review and the end review in accordance with Embassy approved Terms of References.

NCHR shall report to the Embassy on development, implementation and follow up of the Programme's plans and strategy in the following manner:

- Annual status report not later than 2 weeks prior to the Annual Meeting. The report shall contain a review of results achieved in relation to goals and purposes with the Programme, problems faced by the Programme in the implementation. In addition, a review of how the budget was spent;
- A draft Annual Programme for the coming year, not later than 2 weeks prior to the Annual Meeting, based on the discussions between the NCHR and the Embassy, with work plans specifying planned outputs, time schedules and a budget;
- Promptly upon completion or termination, final reports on the project and activities under the Programme;
- Semi-annual statements of accounts or upon request from NORAD;
- A final report, not later than 6 months, upon completion of the Programme.

4. Time schedule and milestones

2005:

June	Strategy Contract – draft Plans and budget 2005 Inception meeting: Contract finalised, strategy and plans/bud05 approved
September	Contract – final Transfer of funds 2005

2006-2009:

Jan-March	Annual status report with financial account (previous year) Plans and budget 2006 Human rights report Annual meeting Transfer of funds (ongoing year)
August	Status plans and budget
September	Human rights report update
December	Plans and budget (coming year)

2007:

October	Mid-term review
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2010:

January – June: End review

5. Budget

The budget for the period 2005-2009 is up to NOK 65 million including up to NOK 1.805.659 to NCHR for administration and competence building. The annual budget will be included in the work plan each year, subject to approval by the Embassy at the Annual meeting.