

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación: 2-2020
Classification:
Classifacation:
Classificação:

Fecha de Ingreso: January 22, 2020
Entry Date:
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo: Grant Agreement between the Norwegian Ministry of Foreign Affairs and the General Secretariat of the Organization of American States through the Special Rapporteurship Economic, Social, Cultural and Environmental Rights of the Inter-American Commission on Human Rights regarding CAM-2665-18/0003, monitoring economic, social, cultural and environmental rights in C-A.

Name of the Agreement:
Nom de L'accord:
Nome do Acordo:

Materia: Contribute to vulnerable groups in Central American and Mexico to exercise their economic, social, cultural and environmental rights without discrimination.

Subject:
Sujet:
Materia:

Partes: SG/Norway

Parties Involved:
Parties:
Partes:

Referencia: Norway
Reference:
Référence:
Referência:

Fecha de Firma: August 5, 2019
Signature Date:
Date de la Signature:

Data de Assinatura:

Fecha de Inicio:

Start Date:

Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Mexico City.

Place of Signature:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:

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GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN STATES
THROUGH THE
SPECIAL RAPPORTEURSHIP ON ECONOMIC, SOCIAL, CULTURAL
AND ENVIRONMENTAL RIGHTS OF
THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

REGARDING

CAM-2665-18/0003, MONITORING ECONOMIC, SOCIAL,
CULTURAL AND ENVIRONMENTAL RIGHTS IN C.A

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This grant agreement (the Agreement) has been entered into between the Norwegian Ministry of Foreign Affairs (MFA), and the General Secretariat of the Organization of American States, through the Special Rapporteurship on Economic, Social, Cultural and Environmental Rights of the Inter-American Commission on Human Rights (hereinafter "GS/OAS", or the "Organization"), a public international organization with headquarters in Washington D.C. (jointly referred to as the Parties),

WHEREAS the GS/OAS has submitted an application to MFA dated 14.12.2018 (the Application) regarding financial support to the project titled Monitoring Economic, Social, Cultural and Environmental Rights in C.A, CAM-2665-2018/0003 (the Project); and

WHEREAS MFA has decided to comply with the request;

NOW THEREFORE the Parties have agreed as follows:

1 SCOPE AND OBJECTIVES

- 1.1 This Agreement, including all annexes, sets forth the terms and procedures for MFA's financial support to the Project. The estimated costs of the Project are indicated in the budget attached as Annex A.
- 1.2 The Parties expect the Project to be implemented between August, 2019 and July, 2023 (the Support Period).
- 1.3 The expected results of the Project are as follows:

The Project's planned effect on society is to contribute so that in Central America and Mexico, the most vulnerable and excluded groups exercise their economic, social, cultural and environmental (ESCER) rights without discrimination (impact).

The planned effects for the target group of the Project are the following four outcomes:

- Outcome 1. Civil society organizations in Nicaragua make effective use of human rights standards and protection mechanisms in an environment where the State of Nicaragua and the international community are sensitized and have available technical evidence of the human rights situation related to health and education, as well as labour rights of health workers and educators in Nicaragua.
- Outcome 2. The most vulnerable and excluded population in Central America and México have increased protection through new legal standards and tools related to ESCER rights with emphasis on the protection of people in the context of human mobility.
- Outcome 3. Victims of violations of ESCER enjoy increased protection and access to justice through the Inter American Human Rights System (IAHRS)
- Outcome 4. Local actors (non-state actors, state actors and national human rights institutions) in Central America and Mexico make effective use of IASHR protection mechanisms, tools and legal standards for protection of ESCER standards.

The direct target group for the project will be:

- Victims of ESCER violations through the system of petitions and cases
- People from civil society organizations (at least 50% women), public officials and officials from national human rights institutions.

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- The project will increase awareness of seven Central American States and Mexico and at least 4 million people from the international community.

The intended end target groups are the most excluded groups in Central America and Mexico so that they can exercise their economic, social, cultural and environmental rights, with particular emphasis in people in situation of human mobility.

- 1.4 The full results framework is as set out in Annex B.
- 1.5 Any significant deviations from or changes to the Project Document or approved implementation plans or budgets are subject to written agreement between the Parties.

2 REPRESENTATION AND COMMUNICATION

- 2.1 The Royal Norwegian Embassy in Mexico City is competent to act on behalf of MFA. All communication to MFA regarding this Agreement shall be directed to:

Norwegian Embassy in Mexico City
 Boulevard de los Virreyes 1460
 Lomas de Chapultepec V Sección
 11000 Miguel Hidalgo
 CDMX, MEXICO
 emb.mexico@mfa.no

- 2.2 The Special Rapporteur on Economic, Social, Cultural and Environmental Rights of the Inter-American Commission on Human Rights is competent to act on behalf of The General Secretariat of the Organization of American States (GS/OAS). All communication to the GS/OAS regarding this Agreement shall be directed to:

General Secretariat of the Organization of American States
 Inter-American Commission on Human Rights
 1889 F Street, NW
 Washington DC, 20006, USA
SGarciaMunoz@oas.org and DESCA_CIDH@oas.org

- 2.3 The Parties may give written notice of other contact information to replace the above.
- 2.4 MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

3 PROJECT IMPLEMENTATION

- 3.1 The Parties shall cooperate to ensure achievement of Project objectives. The Parties shall immediately inform each other of any circumstances likely to hamper or delay the implementation of the Project.
- 3.2 The GS/OAS shall have the overall responsibility for planning, implementing, reporting and monitoring of the Project, and shall:
- a) implement the Project in accordance with the Agreement and the latest agreed Project Document, including implementation plan and budget;

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- b) exercise the necessary diligence, efficiency and transparency in line with best practise principles;
- c) ensure sound financial management of the Project, including that all Project funds are satisfactorily accounted for;
- d) keep MFA informed of any major organisational changes within the GS/OAS;
- e) be solely responsible for any adverse effects of the Project;
- f) 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;

3.3. 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 partner is required to cooperate with the GS/OAS to ensure that it is able to fulfil its obligations hereunder. The agreement shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. The agreement shall explicitly state that representatives of Norway shall have the same access to undertake the control measures related to the cooperating partner's use of the Grant as described in article 18.

4 THE GRANT

- 4.1 MFA shall provide a financial grant of maximum NOK 13,600,000 (Norwegian Kroner thirteen million six hundred thousand) (the Grant).
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.
- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of the total amount of the Project.
- 4.5 The GS/OAS is responsible for obtaining any additional resources which may be required to duly implement the Project.
- 4.6 The GS/OAS shall acknowledge MFA's support to the Project in all publications and other materials issued in relation to the Project. MFA's logotype will be provided by MFA upon request. All use of MFA's logotype must be approved by MFA.

5 DISBURSEMENTS

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon MFA's receipt of written disbursement requests from the GS/OAS describing the financial need for the period in question.
- 5.2 Financial need refers to the budgeted expenditures for the upcoming period, less any funds available to the Project from all other sources during the same period.

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- 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 Chief Financial Reporting Section of GS/OAS shall sign the disbursement requests. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement requests.
- 5.5 All disbursements are conditional upon the Organization's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. Except for the Project's first year, the first disbursement the following years is subject to MFA's receipt and approval of the progress report, audit and financial report.
- 5.6 All disbursements will be made in NOK to the following bank account]:

Name of the account: General Secretariat of the OAS
Account no.: 002080125354
IBAN no.: ABA/Routing 0260-0959-3
Name and address of the bank: Bank of America, 222 Broadway, New York, New York 10038
Swift/BIC code: bofaus3n
Currency of the account: USD
Reference: Area: Special Rapporteurship on Economic, Social, Cultural and Environmental Rights. Please include: "Protection and promotion of the economic, social, cultural and environmental rights in Central America and Mexico"

- 5.7 The GS/OAS 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 IMPLEMENTATION PLAN AND BUDGET

- 6.1 An updated implementation plan and budget covering the period from August to July shall be submitted to MFA for approval by June 30th each year. The implementation plan and budget shall be signed by an authorised representative of the GS/OAS.
- 6.2 The implementation plan shall be directly related to the results framework and shall specify planned activities and outputs as well as time schedules for the upcoming reporting period.
- 6.3 The updated budget shall be based on the approved budget and include estimated income to the Project from all sources as well as planned expenditures for the upcoming period. The estimated financial need of the Project in the next reporting period shall be clearly stated.

7 REPORTING ON RESULTS

- 7.1 A progress report covering the period from August to July shall be submitted to MFA for approval by November 30th each year. The progress reports shall describe the results achieved by the Project during the reporting period and shall be set up in a way that allows for direct comparison with the latest approved Project Document, implementation plan and budget. It shall be signed by an authorised representative of the GS/OAS.

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

- a) An account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
 - show delivered outputs compared to planned outputs;
 - show the Project's progress towards achieving the Outcome;
 - If possible, describe the likelihood of the Impact being achieved.
- b) an account and assessment of any deviations from the latest approved implementation plan and Project Document;
- c) an assessment of how efficiently Project resources have been turned into outputs;
- d) A brief account of materialised risk factors to the Project and how they were handled in the reporting period and/or will be handled going forward. Identified risks related to the climate and environment, gender equality, corruption and other financial mismanagement and human rights shall always be accounted for.

8 FINANCIAL REPORTS

8.1 A financial report covering the period from August to July shall be submitted to MFA for approval by November 30th each year. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 10

8.2 The financial reports shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an explanation of any deviations from the budget as per clause 8.4 below. It shall be certified by the Chief Financial Reporting Section as well as by an authorized representative of the GS/OAS.

8.3 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 above;
- 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.

8.4 Deviations from the approved budget shall be highlighted with information on both nominal amounts and percentage of each deviation. The GS/OAS shall include a written explanation of any deviations amounting to more than 10 % from a budget line.

9 AUDIT

9.1 The Project's annual financial statements shall be audited, and the audit report shall be submitted to MFA within November 30th each year. Any other document from the auditor significant to the implementation of the Project, as well as the GS/OAS's comments thereto, shall be submitted to MFA within the same deadline.

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- 9.2 The audit shall be carried out by an independent chartered/certified public accountant acceptable to MFA. International audit standards such as International Standards of Auditing (ISA) 800, ISA 805, or equivalent shall be applied.
- 9.3 The auditor shall form an opinion on whether the financial statements fairly reflect the financial position of the Project, and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework, namely:
- a) the accounting principles followed by the GS/OAS, and;
 - b) Requirements of article 8 clause 3.
- 9.4 The audit report shall include:
- a) identification of the Project's total expenses and total income;
 - b) the subject of the audit;
 - c) the financial reporting framework applied;
 - d) the auditing standards applied;
 - e) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
 - f) The auditor's opinion.
- 9.5 The costs of the audit shall be included in the Project budget.
- 9.6 The audit requirements stated in this Agreement shall apply to the total Grant including any part of the Grant transferred to other entities. 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 partners and the consolidation process
- 9.7 MFA may request additional information from the auditor at any time. Such information shall be provided within 30 days of the request.

10 FINAL REPORT

- 10.1 A final report for the Support Period shall be submitted to MFA for approval within 4 months after the end of the Support Period. The final report shall be set up in a way that allows for a direct comparison with the Project Document and shall be signed by an authorised representative of the GS/OAS.
- 10.2 The final report shall, as a minimum, include:
- a) the items listed for the progress reports described in article 7 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 results achieved by the Project.

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11 FORMAL MEETINGS

- 11.1 The Parties shall hold formal meetings once per year, tentatively in January (from 2021) in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the GS/OAS .
- 11.2 The Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period, unless otherwise agreed. In the event that such reports have not been received at least 3 weeks before the meeting, the Parties shall agree upon a new date to hold the meeting.
- 11.3 The GS/OAS shall record main issues discussed, points of view expressed and decisions made, in minutes from the meetings. The GS/OAS shall draft the minutes and submit them to MFA no later than two weeks after the meetings for any comments. The agreed minutes shall be signed by both Parties.
- 11.4 The Parties may invite others to participate as observers or advisers to their delegations. The Parties shall notify each other in advance of any external participants and their role in the meetings.

12 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 12.1 A mid-term review focusing on progress to date shall be carried out by November 30 2021. The GS/OAS shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget.
- 12.2 If the GS/OAS or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The GS/OAS shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

13 PROCUREMENT

- 13.1 All procurement shall be completed in accordance with the Procurement Provisions of the GS/OAS (<http://www.oas.org/legal/english/gensec/EXOR-00-01-CORR1.htm>).

14 PROJECT ASSETS

- 14.1 The GS/OAS shall have full ownership to all equipment, consumables and intellectual property rights procured or developed by use of the Grant, unless otherwise described in the Project Document. MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.
- 14.2 Transfer of ownership of any equipment, consumables and/or intellectual property rights during the Support Period shall be executed in accordance with the rules and regulations of the GS/OAS and be made at market terms. Ownership may not be transferred to an employee of the GS/OAS or its cooperating partner, or anyone related to or connected with an employee, if such a relation could lead to a conflict of interest as described in article 15 clause 2.

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- 14.3 Before a transfer is decided, the GS/OAS 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.
- 14.4 The GS/OAS shall prepare records of transfer of ownership for any equipment, consumables and intellectual property rights. The records shall comprise information on the object of transfer, the original purchase price paid by the GS/OAS, 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.
- 14.5 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the GS/OAS shall inform MFA about the remaining equipment and goods that have been purchased by use of the Grant. MFA may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to MFA.
- 14.6 The Grant may not be used to purchase or construct real property (land or buildings) unless specifically agreed upon between the Parties in writing.

15 CONFLICT OF INTEREST

- 15.1 The Parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 15.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Parties is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.
- 15.3 If a conflict of interest occurs, the affected Party shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.
- 15.4 If the conflict of interest cannot be resolved and if it relates to a decision or transaction of significance to the Project, the affected Party shall immediately notify the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.

16 FINANCIAL IRREGULARITIES

- 16.1 The Parties shall practise zero tolerance towards any financial irregularities within and related to the Project. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel, contractor, implementing partners and beneficiaries of the Grant.
- 16.2 "Financial irregularities" refers to all kinds of:
- corruption, including bribery, nepotism and illegal gratuities;
 - misappropriation of cash, inventory and all other kinds of assets;
 - financial and non-financial fraudulent statements;
 - All other use of Project funds not in accordance with the latest agreed Project Document, implementation plan and budget.

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16.3 The Parties are firmly committed to prevent, detect and manage financial irregularities and shall therefore:

- a) organise their operations and internal control systems in a way that financial irregularities are prevented and detected;
- b) cooperate fully to prevent, stop and handle financial irregularities within and related to the Project;
- c) Require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

16.4 The Parties shall immediately inform each other of any indication of financial irregularities and of the measures initiated to handle the situation.

16.5 is led by MFA or the GS/OAS .

16.6 The Parties shall consider prosecution and/or other reasonable sanctions towards any person and/or legal entity suspected of financial irregularities within or in relation to the Project.

16.7 MFA may apply any measure as referred to in article 19 clauses 1 and 2, with immediate effect and irrespective of article 19 clause 3, if MFA determines that any financial irregularities have occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the financial irregularity.

17 TRANSPARENCY

17.1 The Organisation 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 and/or sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are financed by the Grant;
- c) names and nationalities of the respective agreement parties and, if relevant, any sub-grantees or contractors in receipt of Project funds;

If internet publication is impossible, all the information in this clause shall be published by other appropriate means. The Organisation shall give MFA precise information on where the publication is made.

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

Any deviations from this clause shall be agreed by the Parties in writing.

17.2 The Parties shall make other project documentation, including the Project Document and all agreed reports, available to anyone upon request. Requests for disclosure may be denied if such disclosure is prohibited by national legislation, confidentiality obligations and/or if it may be detrimental to the GS/OAS's legitimate interests.

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18 VERIFICATION

- 18.1 Representatives of Norway may at all times carry out independent reviews, field visits, evaluations and other control measures to verify that the Grant has been used in accordance with the Agreement.
- 18.2 The GS/OAS shall facilitate such control measures by providing all information and documents necessary to carry out the relevant initiative, as well as ensuring the unrestricted access of such representatives to any premises, records, goods and documents requested.
- 18.3 The GS/OAS shall ensure that the representatives have access to the auditor of the Project, as well as to the auditor's assessments of all relevant information pertaining to the Project. The GS/OAS shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 18.4 The rights and obligations of this article shall remain in force for five years following the end of the Support Period or termination of the Agreement, whichever occurs later.

19 RESERVATIONS

- 19.1 MFA reserves the right to withhold disbursements at any time in case the GS/OAS fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities.
- 19.2 MFA reserves the right to terminate the Agreement with immediate effect and/or claim repayment of all or parts of the Grant in the event of material breach of this Agreement by the GS/OAS. Material breach of the Agreement shall include, without limitation, the following:
- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
 - b) the use of the Grant has not been satisfactorily accounted for,
 - c) the GS/OAS has, after having been granted an extended deadline, failed to provide the agreed reports,
 - d) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Project,
 - e) The GS/OAS has failed to inform MFA of indication of financial irregularities within the Project in accordance with article 16 above.
- 19.3 Before withholding disbursements, claiming repayment or terminating this Agreement, the Parties shall consult with a view to reaching a solution on the matter.

20 LIABILITY

- 20.1 MFA shall not be held liable for damage, injury or loss of income sustained by the GS/OAS or its agencies, staff or property as a direct or indirect consequence of the Project. No claim for compensation or increases in payment in connection with such damage, injury or loss of income will be accepted.
- 20.2 The GS/OAS 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

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Project. The GS/OAS shall indemnify MFA against any claim or action from the GS/OAS's employees or third parties in relation to the Project.

21 PRIVILEGES AND IMMUNITIES

21.1 Nothing in this Agreement or any document related to the Agreement shall imply a waiver, express or implied, by MFA, the Government of Norway, nor the GS/OAS, or any of either's officials of any privileges or immunity enjoyed by them.

22 DURATION, AMENDMENT AND TERMINATION

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

22.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.

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

23 RETURN OF INTEREST AND UNUSED FUNDS

23.1 Upon completion of the Support Period or upon termination of this Agreement, any unused funds that total more than NOK 500 shall be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest which has not been used for Project purposes, and other financial gain accrued on the Grant. This does not apply in case of termination where such funds have been irrevocably committed by the GS/OAS in a legally binding agreement entered into with any third parties prior to the receipt of the notice of termination.

23.2 Repayments shall be made to the following bank account:

Name of the account:	Norwegian Embassy in Mexico
Account no.:	7694 05 14505
IBAN no.:	NO59 7694 0514 505
Name and address of the bank:	DnB ASA, 0021 Oslo, Norway
Swift/BIC code:	DNBANOKK

23.3 The transaction shall be clearly marked: "Unused funds". The name of the GS/OAS-SRESCER shall be stated, along with the MFA's agreement number and agreement title.

24 DISPUTE RESOLUTION

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

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

Place: Mexico City

Date: 5 August 2019

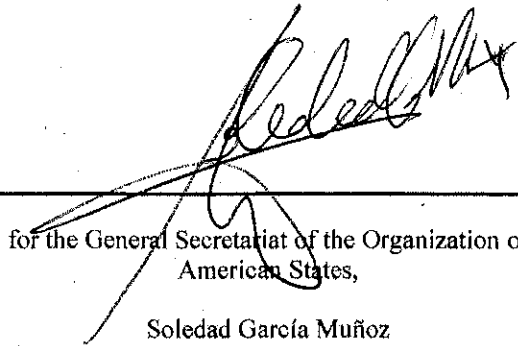


for the Norwegian Ministry of Foreign Affairs,

Gro Dahle

Chargé d'affaires, a.i.

Norwegian Embassy in Mexico



for the General Secretariat of the Organization of
American States,

Soledad García Muñoz

Special Rapporteur on Economic, Social, Cultural
and Environmental Rights

Inter-American Commission of Human Rights

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

ANNEX A. BUDGET

	Total in USD	% of Total Contribution			
		Y1	Y2	Y3	Y4
Outcome 1					
Consultancies					
Specialist Consultant for Output 1.1/1.2	44,000	11,000	11,000	11,000	11,000
Specialist Consultant for Output 1.3	35,200	8,800	8,800	8,800	8,800
	79,200	19,800	19,800	19,800	19,800
Travel Expenses					
Nicaragua (4 trips, 3 people, 5 days)	12,000	3,000	3,000	3,000	3,000
Roundtrip air ticket	11,640	2,910	2,910	2,910	2,910
Per Diem	1,440	360	360	360	360
Gastos terminales	25,080	6,270	6,270	6,270	6,270
Other Direct Cost					
Logistics costs and materials for promotional activities	12,600	2,900	2,700	3,700	3,300
	12,600	2,900	2,700	3,700	3,300
Subtotal Outcome 1	116,880	28,970	28,770	29,770	29,370

Outcome 2					
Consultancies					
Specialist Consultant for Output 2.1	44,000	26,400	17,600		
Specialist Consultant for Output 2.2	44,000	11,000	11,000	11,000	11,000
Specialist Consultant for Output 2.3	66,000	16,500	11,000	22,000	16,500
	154,000	53,900	39,600	33,000	27,500
Other Direct Cost					
External consultancy for thematic report edition and publishing	9,500				9,500
Experts Meeting Thematic Report	9,000				9,000
Web Microsite and multimedia for thematic report	6,000				6,000
Document Translations	6,000	2,000			4,000
	30,500	2,000			28,500
Subtotal Outcome 2	184,500	55,900	39,600	33,000	56,000

Outcome 3					
Consultancies					
Specialist Consultant for Output 3.1/3.2/3.3/3.4	49,500	11,000	27,500	5,500	5,500
	49,500	11,000	27,500	5,500	5,500
Travel Expenses					

Inter-American Court-Costa Rica (4 trips, 2 people, 5 days)

Roundtrip air ticket	4,800
Per Diem	7,200
Gastos terminales	960
12,960	

	1,200	1,200	1,200	1,200
	1,800	1,800	1,800	1,800
	240	240	240	240
3,240	3,240	3,240	3,240	3,240

Other Direct Cost

Experts Meeting Advisory Opinion	5,000
Document Translations	4,800
9,800	

				5,000
	1,200	1,200	1,200	1,200
	1,200	1,200	1,200	6,200

Subtotal Outcome 3

	15,440	31,940	9,940	14,940
				4.7%

Outcome 4

Consultancies

Specialist Consultant for Output 4.1/4.2/4.3 - Level 1	30,800
External consultancy for Output 4.2/4.3	24,000
54,800	

	8,800	8,800	4,400	8,800
	6,000	6,000	6,000	6,000
14,800	14,800	10,400	14,800	14,800

Travel Expenses

Central America & Mexico (8 trips, 3 people, 4 days)

Roundtrip air ticket	14,400
Per Diem	17,280
Gastos terminales	2,880
34,560	

	3,600	3,600	3,600	3,600
	4,320	4,320	4,320	4,320
	720	720	720	720
8,640	8,640	8,640	8,640	8,640

Other Direct Cost

Logistics costs and materials for promotional activities	8,000
8,000	

	2,000	2,000	2,000	2,000
	2,000	2,000	2,000	2,000

Subtotal Outcome 4

	97,360	25,440	21,040	25,440
				6.3%

Project General Management

Total in USD				
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	Y1	Y2	Y3	Y4
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Personnel

Special Rapporteur ESCER	432,000
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	112,000	112,000	96,000	112,000
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Consultancy

Project Manager consultant	336,000
External consultancy for project Evaluation	100,000
Financial and administrative OAS Support	93,151
529,151	

	84,000	84,000	84,000	84,000
	13,000	13,000	61,000	13,000
	23,288	23,288	23,288	23,288
120,288	120,288	168,288	120,288	120,288

Subtotal General Management	961,151	61.9%	232,288	232,288	264,288	232,288
Contingency Adjustment	11,684	0.8%	2,921	2,921	2,921	2,921
Total Direct Costs	1,443,835	93.0%	360,959	360,959	360,959	360,959
Indirect Costs (7% of Contribution)	108,676	7.0%	27,169	27,169	27,169	27,169
Total	1,552,511		388,128	388,128	388,128	388,128

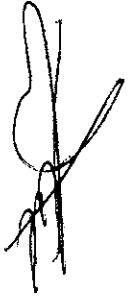
(1) Budget updated on 05/22/2019 using an exchange rate of 8.76 NOK per 1 USD.

PROJECT:

CONTRIBUTE TO THE REALIZATION AND GUARANTEEING OF THE ECONOMIC, SOCIAL, CULTURAL AND ENVIRONMENTAL RIGHTS IN CENTRAL AMERICA AND MEXICO

RESULTS FRAMEWORK:

LEVEL	EXPECTED RESULT	INDICATORS	Indicator data							Data source of verification	Comments
			BASEL NE YO	TARG ET Y1	TARG ET Y2	TARG ET Y3	FINAL TARGET Y4				
GOAL	Contribute to that in Central America and Mexico, the most vulnerable and excluded groups exercise their economic, social, cultural and environmental rights without discrimination.	At least 4 countries of Central America and Mexico adopt new public policies, legislations or administrative measures regarding the protection and promotion of ESCER based on the recommendations issued by the SRESCER	0	0	0	0	0	4*	List of new public policies, legislations or administrative measures regarding the protection and promotion of ESCER based on the recommendations issued by the SRESCER informed by each of the states.	*It is expected for this target to be achieved at least 4 years after concluding the project	
OUTCOME 1	Civil society organizations in Nicaragua make effective use of human rights standards and protection mechanisms in an environment where the State of Nicaragua and the international community are sensitized and have available technical evidence of the human rights situation related to health and education, as well as labor rights of health workers and educators in Nicaragua.	a. 5 Measures and best practices implemented by the participants of the workshops in Nicaragua regarding the ESCER legal standards and IAHRs mechanisms at the end of the project b. 24 recommendations received by the State of Nicaragua to increase the guaranteeing of the rights to health and education and the labor rights of health workers and educators in Nicaragua at the end of the project. c. 1.0 million people reached through social media publications by the SRESCER regarding the protection and promotion of the rights to health and education and the labor rights of health workers and educators in Nicaragua at the end of the project	0	0	1	3	5	a. Analysis of responses to questionnaires sent semiannually to participants of the workshops b. List of recommendations issued to the State of Nicaragua to increase the guaranteeing of the rights to health and education and the labor rights of health workers and educators in Nicaragua c. Analytics reports from Social Media accounts of the SRESCER	k: thousands		



OUTPUT 1.1	The State of Nicaragua have increased knowledge of violations of the rights to health and education, as well as labor rights of health workers and educators in Nicaragua.	8 status reports are sent to the state of Nicaragua (2 per year), regarding the situation of the rights to health and workers and educators at the end of the project	0	2	4	6	8	Copy of the Status reports sent to the state of Nicaragua
OUTPUT 1.2	Population and OAS member States have increased knowledge and awareness of violations of the rights to health and education, as well as labor rights of health workers and educators in Nicaragua.	8 status reports are published through press releases (2 per year), regarding the rights to health, to education and labor rights of health workers and educators in Nicaragua at the end of the project	0	2	4	6	8	Press Releases published on the Inter-American Commission on Human Rights (IACHR) website
OUTPUT 1.3	The Civil Society Organizations in Nicaragua have increased knowledge and capacity on the use of the inter-American system mechanisms and the standards for the ESCER protection	At least 120 persons (at least 60 women) state they have increased their knowledge of the standards and best practices of ESCER from the promotional activities that have been carried out	0	30	60	90	120	Analysis of the evaluation performed at the end of workshops held in Nicaragua (opened by gender)
OUTCOME 2	The most vulnerable and excluded population in Central America and Mexico have increased protection through new legal standards and tools related to ESCER rights with emphasis on the protection of people in the context of human mobility	<p>a. At least 40% of the legal standards developed or recommendation issued in the monitoring reports are being utilized or reproduced by civil society organizations, international organizations or other organs under the IAHRs.</p> <p>b. 6 ESCER legal standards developed on the thematic report on "Poverty, Inequality and Access of ESCER in Central America and Mexico; its relationship with Human Mobility" at the end of the project</p>	0	0	20%	30%	40%	<p>a. Analysis of the legal standards developed or recommendations being utilized or reproduced</p> <p>b. List of Standards develop on the thematic report</p>
OUTPUT 2.1	Monitoring of the realization of the ESCER has standardized methodology.	<p>a. One Monitoring protocol to follow up the realization of the ESCER prepared in the first year of the project</p>	0	1	1	1	1	Copy of the Monitoring first Monitoring protocol
OUTPUT 2.2	The States in Central America and Mexico and the international community have increased knowledge and awareness of the realization of the ESCER in the	<p>a. 3.0 million people reached through social media publications by the SRESCER regarding the protection and promotion of the ESCER in Central</p>	0	0,3M	0,8M	1,8M	3,0M	<p>a. Analytics reports from Social Media accounts of the RSESCER</p>



	region with emphasis on people in the context of human mobility.	<p>America and Mexico at the end of the project</p> <p>b. At least 24 civil society organizations working in countries of Central America and Mexico participate in thematic hearings related to the realization of ESCER, at the end of the project. (6 each year)</p> <p>c. 8 request of information to the states of Central America and Mexico through Letters to the states (Article 41 of the American Convention) at the end of the project</p> <p>d. A report on the realization of the ESCER published annually as part of IACHR's annual report by the end of the project</p>	0	2	4	6	12	18	24	<p>b. List of civil society organizations participating in thematic hearings</p> <p>c. List of letters Art. 41 sent to the states of Central America and Mexico with date and topic</p> <p>d. Copy of the published annual report of the realization of the ESCER</p>	The topic of the letters is confidential and can only be shared after the annual report is published.
OUTPUT 2.3	Human rights normative protection framework related to the promotion and protection of ESCER, and especially to human mobility, have improved.	<p>a. A "Compendium of ESCER standards within the IACHR" developed at the end of the first year and published at the end of the second year of the project</p> <p>b. A thematic report on "Poverty, Inequality and realization of the ESCER in Central America and Mexico; its relationship with Human Mobility" published at the end of the project</p>	0	1	1	1	1	1	1	<p>a. Copy of "Compendium of ESCER standards within the IACHR"</p> <p>b. Copy of the thematic report "Poverty, Inequality and realization of the ESCER in Central America and Mexico; its relationship with Human Mobility"</p>	
OUTCOME 3	Victims of violations of ESCER enjoy increased protection and access to justice through the Inter-American Human Rights System (IAHRS)	<p>a. At least 8 ESCER legal standards developed within the IAHRS by the end of the project.</p> <p>b. At least 4,661 people from countries in Central America and Mexico received a response from the IACHR to their</p>	0	2	4	6	8	4661	4557 ¹	<p>a. List of developed ESCER legal standards in Merit reports, cases processed by the IA Court and the Advisory Opinion</p> <p>b. List of beneficiaries of resolutions of precautionary measures, Admissibility or</p>	Admissibility / Merit reports benefit on average 2 people, while precautionary measures benefit an average of 3 people

1. Precautionary Measure No. 772-17 Pobladores consumidores de agua del río Mezapa respecto de Honduras. 4390 people
 PM 44/18 Familias de la Comunidad Maya Q'ueqchi "La Cumbre Sa'kuxhá" respecto de Guatemala. 25 Families (considered 125 people)
 Case 12.738 Miskito Divers v. Honduras. 42 people



<p>OUTPUT 3.1</p>	<p>Petitions and cases related to violations of ESCER in Central America and Mexico are adequately documented and analyzed through reports of Admissibility and Merit</p>	<p>a. At least 12 reports of Admissibility and/or Merits elaborated referred to ESCER in Central America and Mexico by the end of the project (3 reports per year)</p>	<p>0</p>	<p>3</p>	<p>6</p>	<p>9</p>	<p>12</p>	<p>Merit Reports and Cases submitted to IA Court. List of Admissibility and/or Merit reports</p>	<p>Admissibility/Merit reports are confidential until they are published. A list with the cover data will be provided</p>
<p>OUTPUT 3.2</p>	<p>Victims of serious and urgent human rights situations regarding ESCER in Central America and Mexico have increased protection through Precautionary Measures</p>	<p>a. At least 6 precautionary measures processed (request evaluated or compliance follow up) referring to serious and urgent situations to ESCER in Central America and Mexico by the end of the project</p>	<p>0</p>	<p>2</p>	<p>3</p>	<p>5</p>	<p>6</p>	<p>List of processed precautionary measures</p>	<p>The precautionary measures granted will be published on the IACHR website. The rejected precautionary measures are confidential; the cover data will be provided. Precautionary measure follow-up is done through letters requesting information from the governments. A copy of the requests will be provided.</p>
<p>OUTPUT 3.3</p>	<p>The Inter American Court has increased knowledge and evidence on the situation of the ESCER violations.</p>	<p>SRESCER allegations on a case on ESCER rights are submitted to the Inter American Court by the end of the project</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>1</p>	<p>Letter of submission of the case before the Inter-American Court.</p>	
<p>OUTPUT 3.4</p>	<p>The Inter American Court has increased knowledge on Labor and union rights from a gender perspective through specific observations to the Advisory Opinion on the matter.</p>	<p>SRESCER written observations to the Advisory Opinion on "Labor and union rights from a gender perspective" are submitted to the Inter-American Court by the end of the project</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>0</p>	<p>1</p>	<p>Document of the written observations submitted to the IA Court for the Advisory Opinion</p>	
<p>OUTCOME 4</p>	<p>Local actors (non-state actors, state actors and national human rights institutions) in Central America and Mexico make effective use of IASHR protection mechanisms, tools and legal</p>	<p>20 Measures and best practices implemented by the participants of the workshops in Central America and Mexico regarding the ESCER legal standards and IAHRS mechanisms at the end of the project</p>	<p>0</p>	<p>0</p>	<p>5</p>	<p>10</p>	<p>20</p>	<p>Analysis of responses to questionnaires sent semiannually to participants of the workshops</p>	

	standards for protection of ESCER standards.																			
OUTPUT 4.1	Non-state local actors (civil society organizations, academia, business sector) in the countries of Central America and Mexico ESCER have increased knowledge and capacities related to ESCER legal standards and IAHR mechanisms.	At least 240 people within non-state local actors (at least 120 women) state they have increased their knowledge of the ESCER legal standards and the IAHR mechanisms	0	60	120	180	240													Analysis of the evaluations carried out in the promotional activities with non-state local actors
OUTPUT 4.2	Public officials in the countries of Central America and Mexico ESCER have increased knowledge and capacities related to ESCER legal standards and IAHR mechanisms.	At least 40 public officials from Central America and Mexico's governments state they have increased their knowledge of the ESCER legal standards and the IAHR mechanisms	0	10	20	30	40													Analysis of the evaluations carried out in the promotional activities with state officials
OUTPUT 4.3	National human rights institutions officials in the countries of Central America and Mexico ESCER have increased knowledge and capacities related to ESCER legal standards and IAHR mechanisms.	At least 40 officials from the national human rights institutions Central America and Mexico's governments state they have increased their knowledge of the ESCER legal standards and the IAHR mechanisms	0	10	20	30	40													Analysis of the evaluations carried out in the promotional activities with national human rights institutions officials