



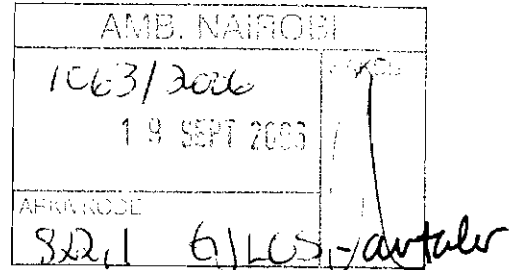
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The Royal Norwegian embassy in Nairobi

Arkivkode/ File no:	Vår ref./ Our ref.:
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Deres/Dykkar ref./ Your ref.:	Vår saksbeh./ Enquiries:
	Ingvild Kragset

Dato/ Date:
23.8.2006



KEN-2020 - GJLOS –agreement in original

We refer to the letter from the embassy of 9 August 2006 with the original signed agreement in the above mentioned programme enclosed.

Please find enclosed the original signed agreement in return. The agreement is entered into by MFA and is therefore not considered a treaty. Such agreements shall be kept in the archives of the embassy. It is only the original version of a “treaty” which should be returned to the Legal Affairs Unit for further process and final storage in the treaties archives of MFA. “Treaty” is understood as an agreement where the parties are the Norwegian government and another government (“regjeringsavtaler”) or an intergovernmental institution. It is unfortunate that the Government of Norway is introduced at the last page of the agreement. However, the Legal Affairs Unit has nevertheless decided not to consider the agreement a treaty.

As regards all other agreements the embassy shall only submit copies to the Legal Affairs Unit. We have thus kept a copy of the signed agreement for Norad’s files.

Yours sincerely,

Thorvald Boye
Head of Legal Unit
Norad

Ingvild Kragset
Adviser

Enclosure: Original agreement

**AGREEMENT BETWEEN THE MINISTRY OF FOREIGN AFFAIRS OF NORWAY
AND THE GOVERNMENT OF KENYA ON SECTOR PROGRAMME SUPPORT TO
THE GOVERNANCE JUSTICE LAW AND ORDER SECTOR (GJLOS) REFORM
PROGRAMME: 1 JULY 2005 TO 30 JUNE 2009**

The Norwegian Ministry of Foreign Affairs (hereafter called MFA) represented by the Royal Norwegian Embassy, and the Government of Kenya, represented by the Ministry of Finance have agreed as follows;

ARTICLE 1: SCOPE AND OBJECTIVES OF THE AGREEMENT

The Government of Kenya, in November 2003, launched the Governance, Justice, Law and Order Sector (GJLOS) Reform Programme in recognition of the fact that reforms in this Sector are fundamental to the realization of the broader Economic Recovery Strategy for Wealth and Employment Creation (ERSWC). The program has a strong focus on enhancing the rule of law in Kenya.

The mission of the GJLOS Reform Programme is to reform and strengthen sector institutions for enhanced protection of human rights, efficient, accountable and transparent governance and justice.

The programme shall be carried out in accordance with the *Joint Statement of Intent* (hereafter called JSI) - annex I, dated 3 November 2005 agreed between the Government of Kenya and development partners.

ARTICLE 2: THE MFA CONTRIBUTION

MFA shall, subject to Parliamentary appropriations and the terms and procedures of this agreement (including the JSI), make available to Kenya a financial grant not exceeding NOK 61 millions (Norwegian Kronor, sixty one millions) (the grant) to be used exclusively to finance the programme in the planned period 2005 to 2009.

The grant will be disbursed per calendar year, upon semi-annual written requests from the Financial Management Agent (FMA) based on the financial needs of the Programme and approved work plans and budgets, as follows:

2006: 25 MNOK
2007: 18 MNOK
2008: 18 MNOK

The 25 MNOK for the year 2006 consists of 7 MNOK transferred from the Short Term Priorities Programme (STPP) Basket Fund to the MTS Basket Fund and which is earmarked for support to the Kenya Anti-Corruption Commission (KACC).

Funds will be transferred upon MFA's approval of the requests to the Basket fund mentioned in the JSI.

As for the rest, the parties shall adhere to the JSI.

ARTICLE 3: USE OF THE MFA CONTRIBUTION

The MFA contribution shall be used to support the implementation of the sector programme through a Sector Programme Support. The focus shall be on the implementation of the Medium Term Strategy (MTS) 2005/06 to 2008/09, dated 15 June 2005 – annex II.

ARTICLE 4: UNDERTAKINGS BY THE GOVERNMENT OF KENYA

The Government of Kenya shall implement the programme and provide all resources that are not stated to be the obligation of MFA, other development partners to the JSI or other external partners and that are necessary for the efficient implementation of the GJLOS MTS.

The Government of Kenya, through its Ministry of Justice and Constitutional Affairs, shall bear the responsibility for coordination between ministries, donors and any other authorities or institutions involved in the implementation of the GJLOS MTS.

The Government of Kenya shall bear the responsibility of ensuring that the contribution is used for agreed purposes.

The Government of Kenya shall ensure that the administration and internal control of sector resources will be carried out in accordance with GJLOS MTS and the approved annual work plans.

The Government of Kenya undertakes to investigate any corruption allegations that may affect the programme and to take appropriate action.

ARTICLE 5 : CONDITIONS OF THE MFA CONTRIBUTION

In case of non-compliance or deviations from agreed principles specified in this Agreement, including the JSI (JSI-par.10), on the part of Kenya, and without prejudice

to other remedies available under contract law in case of non-compliance, the MFA may withhold disbursements.

Funds transferred under this Agreement and the JSI, which are not utilized before 31 December 2009 shall be repaid in accordance with the JSI (JSI- par.14.6).

If donor support during the course of co-operation is changed, to other forms than pooled funding through an FMA, this Agreement shall be subject to revision.

ARTICLE 6: PROCUREMENT

Procurement shall be made in accordance with the JSI (JSI- par.15).

No offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts financed within this programme.

ARTICLE 7: CONSULTATIONS, DECISION-MAKING, REVIEW, EVALUATION AND REPORTING

Arrangements for consultation, decision making, review, evaluation and reporting shall be made in accordance with the JSI (JSI- par.5, 6 and 7).

The Parties shall promptly inform each other if a situation arises that make it likely that the programme will not be carried out as agreed or if reports cannot be submitted as stated in the JSI.

ARTICLE 8: DISBURSEMENTS

Procedures for disbursements shall be in accordance with the JSI (JSI- par.9), and the disbursement plan developed annually by the FMA.

ARTICLE 9: AUDIT

Auditing shall be carried out in accordance with the JSI (JSI- par.14.5)

ARTICLE 10: DISTRIBUTION OF THIS AGREEMENT

The Parties undertake to distribute copies of this Agreement to all their ministries, authorities and other institutions involved in the programme of cooperation or otherwise in need of information on its content.

ARTICLE 11: TERMINATION

This Agreement shall remain valid until 31 December 2009 unless terminated earlier by six months' written notice by either Party. In the event of termination by MFA the termination shall not apply to funds irrevocably committed in good faith by the Government of Kenya or to third Parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement and the JSI.

In the event of termination by The Government of Kenya, no funds shall be made available for activities after the expiry of the agreement.

ARTICLE 12: EFFECTIVE DATE

This Agreement shall come into effect on the date of signature.

In witness hereof the parties hereto, acting through their representatives have caused this Agreement to be signed in two (2) originals in the English language in Nairobi, Kenya on this.....date of.....2006

For the Government of Norway

For the Government of Kenya

Elisabeth Jacobsen 8/8 2006

Signature and date

**H.E ELISABETH JACOBSEN
AMBASSADOR
EMBASSY OF NORWAY**

Joseph K. Kinyua

Signature and date

**MR. JOSEPH K. KINYUA
PERMANENT SECRETARY
MINISTRY OF FINANCE**

