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 25/10-06
 Ingrid Kragseth

CONTRACT

between

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

and

**INTERNATIONAL ORGANIZATION OF MIGRATION
(IOM)**

regarding

**Counter Trafficking in Kenya, phase II,
Capacity Building, Awareness Raising and Assistance to Victims**

1795/06
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IOM has in an application received in March 2006, requested MFA for financial support to the project "Counter Trafficking in Kenya - Capacity Building, Awareness Raising and Assistance to Victims", phase II. The project will compose a Kenyan national component in the IOM planned regional project "Regional response to Human Trafficking in East Africa and the Great Lakes Region: Creating regional Dialogue and Building National capacity to Combat Human Trafficking in Kenya, Ethiopia, Tanzania, Uganda, Burundi and Rwanda", for which IOM is seeking funding from the European Commission under the AENEAS Initiative.

MFA has decided to comply with the request, and the two parties agree as follows:

1. Scope and objectives

1.1 This Contract sets forth the terms and procedures for MFA's assistance to the Kenyan national project as outlined in the Agreed Project Summary in Annex 1 and further described in the Project Document "Counter Trafficking in Kenya: Phase II", March 2006. The references below to the "Project" will be to this Kenyan national project.

All communication to MFA in regard to this Contract shall be directed to the Norwegian Embassy in Nairobi.

1.2 The Goal of the Project is to assist the GoK and concerned stakeholders in their effort to counter trafficking in human beings in Kenya, through sustainable prevention, protection, and prosecution activities.

The Objectives of the Project are:

- provide technical assistance to GoK on human trafficking issues,
- raise awareness through national and directly targeted campaigns,

- establish a shelter for victims of trafficking and provide direct assistance,
- advocacy for the enactment of national trafficking legislation, and
- continue stakeholders network meetings.

2. Contributions of MFA

- 2.1 MFA shall, subject to Parliamentary appropriations, make available a financial grant not exceeding NOK 3.000.000 (Norwegian Kroner three million) (the Grant) to be used exclusively to finance the Project during the planned period 15 June 2006 to 15 June 2009.
- 2.2 Upon completion of the Project, any unutilised funds, including accrued interests if any, shall be returned to MFA, unless the Parties have agreed in writing upon the utilisation of such funds.

3. Obligations of IOM

Subject to IOM's receipt of the Grant IOM shall:

- 3.1 Carry out the Project on the basis of the Project Document, the budget and the time schedule. Any revisions have to be agreed upon in advance in writing,
- 3.2 effect purchases for the Project in such a manner as to obtain the most favourable terms with regard to price, quality, delivery date and maintenance facilities, and to keep the same insured,
- 3.3 meet all additional expenses that may be necessary for the completion of the Project,
- 3.4 keep MFA informed as to the name of the auditor of IOM and keep MFA informed about plans for major organisational changes,
- 3.5 provide copies to MFA of reports submitted to authorities relevant pertaining to the Project,
- 3.6 promptly inform MFA in writing of any condition, which interferes or threatens to interfere with the successful implementation of the Project,
- 3.7 be responsible for entering into sub-contracts with partner organisations for the successful implementation of the Project,
- 3.8 organise activities in such a way as to combat corruption and irregularities, refuse any form of gift, offer, payment or benefits that entail illegal or corrupt practice, and inform MFA of any such instances of corruption and irregularities,

- 3.9 guarantee that funds made available in accordance with this Contract are not used in violation of relevant UN conventions and resolutions of the UN Security Council,
- 3.10 ensure that Project funds are properly accounted for and permit representatives of Norway to visit any part of the Project for purposes related to this Contract and examine any relevant records, goods and documents.

4. Disbursements

- 4.1. Disbursements from the Grant shall take place upon semi-annual written requests from IOM based on the financial needs of the Project and, with exception of the first request, on approved work plans and budgets.

Further, along with the requests, except the first request, IOM shall state the cash and balance of the Project.

When determining the amount to request IOM shall take into account unspent disbursed amounts and income from all sources as well as any accrued interests.

- 4.2 The NOK amounts due will be exchanged to EUR and transferred (less currency exchange costs) upon MFA's approval of the request to the following bank account:

Name of bank: Citibank, N.A. London
Address: Citigroup Centre, Canary Wharf, London E14 5LB
Account number: 00010810614
Account holder: International Organisation for Migration (IOM)
Account currency: EUR
SWIFT BIC: CITIGB2L
IBAN: GB57 CITI 1850 0810 810614

IOM shall immediately, in writing, acknowledge receipt of the funds. The date of receipt shall be stated.

5. Reporting

Reports, financial statements, work-plans and budgets may either be separate for the Project, or joint with the regional project "Regional response to Human Trafficking in East Africa and the Great Lakes Region", of which the present Project represent the Kenyan part. Joint financial reports must clearly indicate that the Norwegian grant is not spent outside the approved budget for the Kenyan part of the project.

To the extent that joint reports, financial statements, work-plans and budgets is agreed upon, the references below to the "Project" will be to the regional project.

5.1 IOM shall submit the following reports/documentation to MFA:

- An annual progress report within 15th of February each year,
- annual financial statements for the Project showing receipts/income and expenditures as well as the cash/financial position of the Project within 1st of April each year,
- a budget and work plan for the coming year within 15th of February each year with an updated revolving plan for the entire Project period,
- the audited annual financial statements of the entire organisation within 1st of May each year, as well as any audit report issued on the financial statement of the Project,
- a final report for the whole Project period, as well as financial statements from end of the previous reporting period until completion of the Project within 30th of November 2009.

5.2 The annual progress report shall include the following information:

A description of actual outputs compared to planned outputs (normally defined in annual work plans),

- a brief summary of the use of funds compared to budget, an assessment of the efficiency of the Project (a measure of how efficiently resources/inputs are converted into outputs),
- an explanation of major deviations from the plan,
- an assessment of problems and risks (internal or external to the Project) that may affect the success of the Project,
- an assessment of the need for adjustments to activity plans and/or inputs and outputs, including actions for risk mitigation.

5.3 The final report shall include the following information:

- The topics listed in Clause 5.2 above
- an assessment of the effectiveness of the Project, i.e. the extent to which the purpose has been achieved, an assessment of impact (if possible), i.e. the changes and effects positive or negative, planned and unforeseen of the Project seen in relation to target groups and others who are affected,
- an assessment of the sustainability of the Project, i.e. an assessment of the extent to which the positive effects of the Project will still continue after the external assistance has been concluded.
- a summary of main "lessons learned".

5.4 MFA shall respond in writing within three weeks after the receipt of the reports and documentation. MFA shall approve the work plans and budgets in writing.

6. Meetings and reviews

- 6.1 Formal meetings shall be held within 15th of March each year unless otherwise agreed in writing. The meetings shall be called and chaired by IOM. The purpose of these meetings is to discuss the progress of the Project, including results and fulfilment of agreed obligations, to discuss and, if feasible, approve documentation submitted according to Clause 5 above, as well as to discuss issues of special concern for the implementation of the Project, e.g. risk management. Central elements of the discussion and all decisions from the consultations shall be recorded in agreed minutes.
- 6.2 MFA reserves the right to carry out independent audit, reviews or evaluations of the Project as and when MFA deems it necessary. The cost for such reviews will be covered by funds over and above the Grant.

7. Breach of Contract

- 7.1 If IOM fails to fulfil its obligations under this Contract, or if any major organisational changes are found to be contradictory to the objectives of the Project, MFA may, upon consultations with IOM cancel this Contract and claim repayment or withdraw the total or a portion of the funds provided to the Project.
- 7.2 MFA will cancel this Contract or portion of this Contract with immediate effect if it determines that corrupt or fraudulent practices were engaged in by representatives of IOM or of a beneficiary of the aid funds during procurement or during the execution of the contract without IOM having taken timely and appropriate action satisfactory to MFA to remedy the situation.

8. Entry into force – Termination - Disputes

- 8.1 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 by the Parties.
- 8.2 Notwithstanding the previous clause, each Party may terminate the Contract upon three months' written notice.
- 8.3 In any case of termination of the Contract, IOM shall exert its best efforts to bring the Project to an end in a rapid, orderly and economical manner as regard to the use of the funds from MFA, and IOM shall not commit the Project economically as regard to the use of funds from the date of the receipt of the notice of

termination. Any unspent funds not committed for by the date of the receipt of the notice of termination shall be returned to MFA without delay.

- 8.4 If any dispute arises relating to the implementation or interpretation of this Contract, the Parties shall consult with a view to reaching a solution.
- 8.5 Nothing in this Contract affects the privileges and immunities enjoyed by IOM Kenya.

This Contract is drawn in duplicate with one copy for IOM and one for MFA.

Place: Nairobi

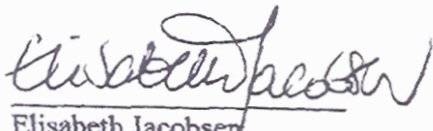
Date: 15.06.06

Place: Nairobi

Date: 16/06/06

For the Norwegian Ministry of
Foreign Affairs:

For IOM:


Elisabeth Jacobsen
Ambassador


Edwin McLain
Regional Representative

Annexes:

- I Agreed Project Summary
II Overall Budget

ANNEX I
AGREED PROJECT SUMMARY

1. Identification of the Project

Project Title/Name:
Project KEN-2017 Human Trafficking

**KEN-05/026 Counter Trafficking in Kenya, phase II,
Capacity Building, Awareness Raising and Assistance to Victims**

Implementing institution:
International Organization for Migration (IOM), Kenya

2. Description of the Project

2.1 The Goal of the Project is to assist the GoK and concerned stakeholders in their effort to counter trafficking in human beings in Kenya, through sustainable prevention, protection, and prosecution activities.

2.2 The Objectives of the Project are:

- provide technical assistance to GoK on human trafficking issues,
- raise awareness through national and directly targeted campaigns,
- establish a shelter for victims of trafficking and provide direct assistance,
- advocacy for the enactment of national trafficking legislation, and
- continue stakeholders network meetings.

2.3 Major risk factors:

- High human turnover in the ministries of the GoK involving the risk of the loss of dedicated officials involved in Phase I of the project;
- Risk of not reaching out to rural areas in awareness raising, and overcoming cultural barriers that have an impact on women's and children's vulnerability;
- Risk of not reaching to local civil society organizations, based on their initial scepticism vis-à-vis a larger international organization.

3. Overall Budget

Overall budget in Annex II.

25/10-07
DeHe Wanglin
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