

11/3-08
T. d a. KEN 2010
KEN 07/011. Kontrakt u latb. av
VHO FAA.

CONTRACT

between

Jnr - 1374/2008

The Norwegian Ministry of Foreign Affairs

(MFA)

and

Kenya Human Rights Commission

(KHRC)

Regarding

Support to KHRC's Operational plan 2008 -2009.

*Citizen Participation towards Equality, Justice and
National Reconstruction.*

1.

With reference to previous contract, latest e-mail from KHRCI dated 13.06.2008 and KHRC's Operational Plan (Project Document) from April 2008, regarding financial support for the above-mentioned Project. (the Project).

The Norwegian Ministry of Foreign Affairs (MFA) is willing to provide financial support not exceeding NOK 1,5 million (Norwegian kroner one point five million) equivalent approximatley to 12 million Kenyan shillings at present (the Grant), to part-finance the Project in the period 1st of April 2008 – 31st March 2009, pursuing the following conditions:

The Grant shall be used exclusively to finance the Project according to the description and the budget in the Project Document. Upon completion of the Project, any unutilised funds, including accrued interests, shall be returned to MFA, unless the Parties have agreed in writing upon the utilisation of such funds.

The equivalent of NOK 1 million (1 000 000 Norwegian kroner) of the Grant will be disbursed upon signing of this Contract and a disbursement request.

4/3.1

The remaining amount, NOK 500 000 (Norwegian kroner five hundred thousand) will be disbursed in November 2008 upon written request and MFA's approval of documentation received according to Clause 2 below. KHRC shall immediately, in writing, acknowledge receipt of the funds. The date of receipt shall be stated as well as the exchange rate applied.

2.

Within 15th October 2008 followed by a mid – term donors' meeting within 22nd October, KHRC shall submit to MFA progress report and financial statement for the Project. The report shall give information of the fulfilment of the plans and objectives mentioned in the Project Document, and any deviations (positive or negative) and problems encountered.

An end-year report will be delivered by KHRC within 15th April 2009, followed by an end-year meeting on 22nd April 2009. A final comprehensive, narrative report as well as audited financial statements will be required from KHRC within 30th June 2009. Within 1st November 2009 KHRC shall submit to MFA a copy of the audited, financial statements of KHRC as such, as well as a copy of the audit report for project for the financial year 2008 – 2009.

3.

KHCR shall promptly inform MFA in writing of any conditions which interferes or threatens to interfere with the successful implementation of the Project.

4.

MFA reserves the right for representatives of Norway to visit any part of the Project for purposes related to the Contract and examine any relevant records, goods and documents.

5.

The Parties declare their commitment to counteract corrupt practices in the execution of this Contract. Further, the Parties commit themselves to accept, either directly or indirectly, as an inducement or reward in relation to the execution of the Contract, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to the Project, and undertake to take rapid legal action to initiate investigations of and prosecution against, in accordance with applicable law, any person suspected of corruption or misuse of resources related to the Project.

6.

MFA may cancel this Contract or portion of this Contract with immediate effect if it determines that a corrupt or fraudulent practice were engaged in by representatives of KHRC or of a beneficiary of the funds during procurement or during the execution of the Contract without KHRC having taken timely and appropriate action satisfactory to MFA to remedy the situation.

7.

MFA has the right to withhold and /or reclaim all or parts of the Grant if Project funds are found not to have been used in accordance with the terms and conditions of this Contract, including that funds are found not to be satisfactorily accounted for.

8.

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 consultations by the Parties. Notwithstanding the previous clause, each Party may terminate the Contract upon three months written notice.

9.

If any dispute arises relating to the implementation or interpretation of this Contract, the Parties shall consult with a view to reaching a solution. Any disputes that cannot be solved amicably shall be referred to the competent Kenyan court and settled in accordance with Kenyan law. The court venue shall be in Nairobi, Kenya.

This Contract is drawn in duplicate with one for KHRC and one for MFA. Please return one of the signed originals duly signed also by KHRC, to the Norwegian Embassy in Nairobi.

Nairobi 18/7.2008
Place Date

Nairobi July 18, 2008
Place Date

Elisabeth Jacobsen
Ambassador

KENYA HUMAN RIGHTS COMMISSION
Valley Arcade, Gitangari Road.
P. O. Box 410
00100 Nairobi, G.P.O.
Tel: 254-020-3876065/6, 3876067

On behalf of Norwegian Ministry of Foreign Affairs (MFA)

On behalf of the Kenya Human Rights Commission (KHRC)

Annex I

Project description

Vision: A Kenya that protects and promotes human rights and democratic values (from the Strategic Plan 2004 – 2008.)

Overall Goal: To adequately root human rights and democratic values in all communities in order to enable them claim and defend their rights (from the Operational plan 2008/9.)

The strategic objectives have been slightly modified for this year's Operational plan to reflect the move into a new strategic plan for 2009, as well as to reflect the setback experienced during the crisis in the winter and spring of 2008.

Revised goals (Strategic objectives):

1. Communities organised around specific issues strengthened and developed into powerful advocacy networks by 2012
2. Accountable human rights centred governance amongst state and key non-state actors improved by 2012
3. The capacity of the KHRC as a leader in the human rights discourse and Democratic development in Kenya solidified by 2012
4. Selected spheres of public and private life engendered in Kenya by 2012
5. Organizational sustainability of KHRC by 2012

The plan is implemented through a variety of activities, tasks and participation that are detailed and well described on page 17 - 49 in the Operational Plan 2008 – 2009.

Key activities include:

Strategic objective 1:

Peoples Manifestos follow up, regional advocacy, school projects, internship project, Mizizi Newsletter and the International Human Rights Day, Capacity Building on Rights Based Approach (RBA)

Strategic objective 2:

Activities directed at Constitutional reforms, Police reforms, National Policy on Human Rights, "Stop Peas", Agricultural Market Access (NAMA) Investment, Labour Rights, Labour Laws, Transitional Justice, Truth, Justice and Reconciliation Commission (TJRC), Campaign Against impunity, Land rights and Policy reforms, Mau Mau recognition, Bi-annual Human Rights Report, Urgent Action / Important Opportunities & Rapid Response.

Strategic objective 3:

KHRI Activities, International Advocacy (APRM, Shadow reporting, International Travel), International Human Rights Day Celebrations, Publicity & Communication.

Strategic objective 4:

Addressing Gender Mainstreaming and Sexual and Reproductive Health Rights through advocacy and policy/law reviews, analysis, seminars and staff training.

Strategic objective 5:

Strategic planning, 2009 Operational planning, Performing Management, Board Development