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Sub Grant Operational Manual

The Civic Engagement for a Functional Judiciary System and Access to Justice in Albania.

Project reference:

EuropeAid/137239/DD/ACT/AL

March 2017

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I. PREFACE

This Sub Grant Operational Manual is prepared by Save the Children (SC) and the Clinic of Integrated Legal and Social Practices (CILSP) in the framework of the implementation of The Project “Civic engagement for a functional judiciary system and access to justice in Albania, financed from European Union under Reference EuropeAid/137239/DD/ACT/AL.

II. ACRONYMS

- AEC The Administrative Eligibility Committee
- CEC The Complaints Evaluation Committee
- CEFJSAJA: Civic Engagement for a Functional Judiciary System and Access to Justice in Albania/hereafter called the Project
- CILSP Centre of Integrated Legal and Social Practices
- CSO: Civil Society Organization
- EU: European Union
- NIPT Taxpayer Identification Number
- PEC The Proposals Evaluation Committee
- PMT Project Management Team
- SC Save the Children
- SC It Save the Children Italia
- SG Sub-Grant
- SGS Sub Grant Scheme

III. BACKGROUND

This Sub Grant Operational Manual has been developed by Save the Children (SC) and the Clinic of Integrated Legal and Social Practices (CILSP) to outline the operational guidelines and procedures for the implementation of the Sub Grant Scheme (SGS) embedded in the Project “Civic engagement for a functional judiciary system and access to justice in Albania” (here after called “The Project”), Financed by EU in Albania, under Civil Society Facility – Civic Initiative and Capacity Building component, Reference-EuropeAid/137239/DD/ACT/AL

The Overall objective of the Project is to contribute to the empowerment of civil society in actively participating and influencing the proper functioning of the judiciary system in Albania. Specifically, The Project aims at strengthening civil society organizations in the effort of increase transparency and accountability of the judiciary system and improve access to justice for vulnerable groups in Albania.

The Project action includes three main activity clusters:

- Capacity development of CSOs focusing on monitoring of the judiciary system and access to justice;
- Sub-Grant fund management (herewith in referred to as the Sub-Grants Scheme) to release funding to CSOs that will implement activities related to the selected thematic areas and
- Networking and advocacy toward Institutions for the proper application of laws and functioning of the judiciary system.

These clusters are closely linked and support each other. Capacity development will increase the capacity of CSOs to develop and implement relevant, effective, efficient, and sustainable projects. The SGS scheme will enable CSOs to transform their project ideas into fundable actions. Capacity development will also contribute to greater effectiveness of networking and advocacy activities which, in turn, will reinforce and complement the actions implemented through the sub-grant scheme.

The Project will be implemented during a 36 months period.

The target groups of the Project are civil society organizations (CSOs) involved in monitoring the judiciary system and access to justice (CBOs, youth & law student associations, citizen’s initiatives, etc.) with the aims to a) participate in capacity building activities; b) receive sub-grants; and c) establish the CS network. The Project will take place in Albania (especially Tirane, Durrës, Shkoder, Vlore, Korce, Gjirokaster, Elbasan where District Courts have Juvenile Sections);

The Project is expected to finance up to 34 sub grants addressing the strengthening of the civil society organizations to increase transparency and accountability of the judiciary system and improve access to justice for vulnerable groups in Albania.

PART 1: SUB GRANT SCHEME, PARTICIPATION, EVALUATION AND SELECTION PROCEDURES

1. FINANCIAL ALLOCATION

The sub-grant scheme will be organized in two rounds that will be detailed in specific Call for Proposals.

The overall indicative amount made available under this sub grant scheme is **EUR 900,000**.

Any sub grant under this scheme must fall under the following Lots:

Lot 1: Small- size that must fall between the minimum amounts of EUR 10,000 and the maximum amount of EUR 15,000;

Lot 2: Mid-size, that must fall between the minimum amounts of EUR 20,000 and the maximum amount of EUR 25,000;

Lot3: Large-size that must fall between the minimum amounts of EUR 40,000 and the maximum amount of EUR 50,000.

The sub-granting scheme will award **100% of eligible cost** for a maximum of **900,000 EUR** as follow:

Lot 1: Up to 12 Small sub-grants (SSG) (EUR 10,000-15,000);

Lot 2: Up to 12 Mid-size sub-grants (MSG) (EUR 20,000-25,000);

Lot 3: Up to 10 Large sub-grants (LSG) (EUR 40,000-50,000).

Each applicant may not submit more than one (1) application under each Call for Proposal (Round).

1.1 Availability of funds

Before initiating any procedure, the funds must be available. Calls may exceptionally be launched with a suspension clause after prior approval of the relevant services. The call is then launched before the financing decision or before the signature of the financing agreement between the SCI and the SG-partner. The call is cancelled if the final decision is not taken or if the SG-Partnership agreement is not signed. The contract cannot be signed until the funds are available.

2. SUB GRANT MANAGEMENT STRUCTURE

The key structures for the management of the Sub Grant Scheme are as follows:

**The Administrative Eligibility Committee (AEC),
The Proposals Evaluation Committee (PEC),
The Complaints Evaluation Committee (CEC),
The Project Management Team (PMT)**

All committee members will attend all meetings. Any absence will be recorded and explained in the evaluation report.

2.1 Administrative Eligibility Committee (AEC)

The AEC is responsible for the sound management of the sub grant allocation process, by ensuring an appropriate administrative and eligibility control.

The AEC is composed by:

- The Award Management Specialist/SC
- The Support Services Manager/SC,
- The Project Manager/SC (member);
- Grant/Program Officer/SC Italy

The AEC's responsibilities are:

- AEC is responsible to make a pre-screening of the applications based on the Administrative Eligibility Criteria and Vetting Form (**Annex II & V**), in order to make sure that the proposals that undergo the Technical Evaluation by PEC are eligible to apply for sub grants;
- AEC undertakes the final administrative control of winning projects after technical assessment from PEC;
- AEC endorses final decision of winning projects

2.2 Proposals Evaluation Committee (PEC)

The PEC is responsible for the technical evaluation of the applications for sub-grants according to the technical evaluation criteria (**Annex VI**) hereafter specified (STEP 2).

The PEC is composed by

- The PDQ Manager/SC (without voting right), as the Committee's chairman in charge of facilitating the technical evaluation process;
- The Sub-Grant Coordinator/SC (member);
- Project Manager/SC (member);
- The Capacity Building Officer/CILSP (member);
- SC Italy Legal Advisor,(member).
- Grant/Program Officer/SC Italy

The PEC's responsibilities are:

The chairperson is responsible for:

- coordinating the evaluation process in accordance with the EU procedures and for ensuring its impartiality and transparency;
- collecting the Declarations of Impartiality and Confidentiality;
- keeping the minutes of all meetings of the evaluation committee and the relevant records and documents;
- Recording attendance at meetings and compiling the evaluation reports and their supporting annexes.

B

The voting members of the *Proposals Evaluation Committee* have collective responsibility for decisions taken by the committee.

- PEC meets based on each round of applications;
- PEC is responsible to conduct the technical evaluation of project proposals based on the Scoring system and specific conditions described in STEP 2 that the proposal should be met;
- PEC prepares the final Technical Evaluation Report including the Scoring Grid for each Proposal and the Lists of Scored Proposal
- PEC may reject a proposal if it has selected another which is of a similar nature but has been awarded a higher score
- PEC may decide not to allocate all the available funds if it finds that there are too few proposals of the quality required to receive a grant. In other words, the mere availability of funds should not lead to the award of proposals that do not reach the necessary level of quality

All members have equal voting rights, and the PEC's final decision is made on broad consensus facilitated by the chairman.

Each voting member examines all the proposals and completes the evaluation grids. Each member must provide a comment for each score in each sub-section. The final score is the arithmetical average of the scores given by the assessors and the PEC must agree on the common final reasons/justifications in each section of the evaluation grid.

In case of significant difference or clear discrepancies between the scores awarded by the members, the PEC may decide to not accept the arithmetic calculation, and to reach instead consensus on the final score by giving reasons for this decision in the evaluation report.

The committee then has to prepare a new collective evaluation grid for the proposal concerned.

2.3 The Complaints Evaluation Committee (CEC)

The CEC is responsible for addressing all the complaints and request of additional clarifications in reference with the process of applicants' selection.

The CEC is composed by:

- Albania Country Director/SC who will chair the committee and responsible to guarantee quality and transparent complaining process and maintain the relations with the applicants
- Director of Program/SC, will provide technical and programming inputs to the complaining process

The CEC is responsible for addressing the complaints and/or the request of additional clarifications coming from as a result of the administrative/eligibility evaluation and the Final Evaluation of the proposals.

SC Italy will ensure the compliance with procedures and approve communication with complainers.

2.4 The Project Management Team

The **Project Management Team** refers to the overall project team proposed for the implementation of this Project, which includes: the Project Manager (SCiA), Capacity Building Officer (CILSP), Justice Area and Network Specialist (CILSP), Sub grant coordinator (SCiA), Justice Area thematic Expert (SCiT), Advocacy Expert (SCiT), Finance Coordinator (SCiA), Finance Assistant (CILSP).

Among others, the PMT is responsible to

- Promote information campaign
- Prepare specific call for Proposal and consults the EUD
- Negotiate and contract the sub grant with the winner applicants;
- Ensure regular monitoring of the sub-granted projects.

2.5 Impartiality and Confidentiality

Each AEC/PEC/CEC member and any observer shall sign the *Declaration of impartiality and Confidentiality* (**Annex III**) and the *Declaration of Objectivity* (**Annex IV**)

In case any of the AEC/PEC/CEC members has a personal or economic relationship/interest related to any of the applicants (be it organization or any of its members) he/she shall declare such relationship and withdraw from the decision making process.

There is a conflict of interests where the impartial and objective exercise of the functions of a financial actor or other person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the applicant. Should the conflict of interests be proven, the member or observer will be excluded from participating further in any capacity in the evaluation meetings.

Acts likely to be affected by a conflict of interest may, inter alia, take one of the following forms:

- granting oneself or others unjustified direct or indirect advantages;
- refusing to grant an applicant the rights or advantages to which that applicant is entitled;
- Committing undue or wrongful acts or failing to carry out acts that are mandatory.

Moreover, any attempt by a candidate or applicant to influence the process in any way (whether by making contact with members of the evaluation committee or otherwise) will result in the immediate exclusion of its proposal from further consideration.

The chairperson of the evaluation committee decides whether the evaluation process must be restarted. That decision must be recorded and reasons given in the evaluation report.

The proceedings from the opening of proposals to the conclusion of the work of the evaluation committee, are conducted in camera and are confidential.

3. PARTICIPATION IN SUB GRANT FUNDS: ELIGIBILITY CRITERIA

There are three sets of eligibility criteria relating to:

- a) The Applicant;
- b) The Actions;
- c) The costs.

3.1 Eligibility of applicants

In order to be eligible for a sub grant, the applicant must be a Civil Society Organization established and acting in the territory of **Albania**, compliant with all the clauses below listed. Participation in procedures awarding sub-grants is governed by specific eligibility criteria referring to rules on **nationality**, as well as **exclusion criteria**.

Any applicant will be excluded from participation in procurement and grant procedures if:

a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

b) it has been established by a final judgment or a final administrative decision that the applicant is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the European commission delegation are located or those of the country of the performance of the contract;

c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the applicant belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:

- i) - fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
- ii) - entering into agreement with other economic operators with the aim of distorting competition;
- iii) - violating intellectual property rights;
- iv) - attempting to influence the decision-making process of the contracting authority during the procurement procedure;
- v) - attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;

d) it has been established by a final judgment that the economic operator is guilty of any of the following:

- i) - fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995¹;
 - ii) - corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997², and in Article 2(1) of Council Framework Decision 2003/568/JHA³, as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;
 - iii) - participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA⁴;
 - iv) - money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council⁵;
 - v) - terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA⁶ respectively, or inciting or aiding or abetting or attempting to commit such offences, as referred to in Article 4 of that Framework Decision;
 - vi) - child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council⁷;
- e) the applicant has shown previous significant deficiencies in complying with main obligations in the performance of a contract financed by the EU, which has led to its early termination or to the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that the applicant has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/951⁸.

Consequently, the applicant should be able to provide evidence of such establishment by presenting the following documents under the Albanian law:

- Court Registration Act in Albania (notarized within the last three months);
- Statute of the organization (notarized within the last three months);
- Court Extract (with the Court seal and within the last three months);
- NIPT (notarized within the last three months);

¹ OJ C 316, 27.11.1995, p.48.

² OJ C 195, 25.6.1997, p. 1.

³ OJ L 192, 31.07.2003, p. 54.

⁴ OJ L 300, 11.11.2008, p. 42.

⁵ OJ L 309, 25.11.2005, p. 15.

⁶ OJ L 164, 22.6.2002, p. 3.

⁷ OJ L 101, 15.4.2011, p. 1.

⁸ OJ L 312, 23.12.1995, p. 1

- A document issued by the Department of Taxes certifying that the organization has no pending financial obligations, such as social, health or tax obligations – issued within the Call period;
- A document issued by the Department of Justice certifying that the organization/ its legal representative have no previous or pending cases, such as in court, prosecution or police – issued within the Call period;
- Bank Proof (Vërtetim bankar) with the bank account, and IBAN in the name of the organization - issued within the Call period;
- CV of the organization, signed by its legal representative, including all the past and present projects (funding source and contacts, timeframe, region of coverage and partnerships); licenses issued by the respective agencies, in case the proposed action offers activities which need specific licensed experts, such as psychological or legal services;
- The Declaration by the Applicant (Annex XIII);
- Last two years' financial statements of the organization, in the case of large-size grants, and last years' financial statement in the case of mid-size grants. No financial statement is required by organizations applying for small-size grants.
- The Declaration of vetting (Annex V)

If SCI become aware of any situation of exclusion and this situation is confirmed, the relevant entity will be rejected from the procedure.

3.2 Eligible and priority actions

Duration:

The planned duration of **Lot 1-Small sub grants** and **Lot 2-Medium sub grants** may not be lower than 9 months nor exceed 12 months.

The planned duration of **Lot 3- Large sub grants** may not be lower than 18 months nor exceed 24 months.

Location

Actions must take place in Albania.

Sectors or themes:

Actions must be aimed at addressing one of the following themes:

1. Access to justice
2. Monitoring of judiciary system

Specific priority of one of the above mentioned sectors may be set in Call for Proposal-Guideline for Applicants.

Type of actions:

Example of field of intervention (this is non- exhaustive list)

Sector 1 (Access to justice):

Access to Justice - Objectives	Suggested interventions - list not exhaustive
1. Improve access to justice through legal aid for vulnerable groups.	<ul style="list-style-type: none"> • Front office (inter alia involving law students); • Legal clinics; • Support groups in needs providing legal advice on judicial matters
2. Consolidating, supporting and promoting the implementation of alternative dispute resolution	<ul style="list-style-type: none"> • Victim offender mediation while safeguarding the concept of restorative justice process (mediation only upon informed consent of the victim); • Promote and support the execution of alternative measures in schools, attending centres and community at large;
3. Consolidating and promotion of victims' rights approaches to justice	<ul style="list-style-type: none"> • Awareness raising and support for victim's right to information, access and protection. • Capacity building on victim's rights with professionals, including police, lawyers, prosecutors and judges inter alia. • Advocacy with all relevant stakeholders on victims' rights, inter alia right to compensation (legislative measure and their implementation);
4. Enhance implementation of the law on free legal aid	<ul style="list-style-type: none"> • Support the functioning of legal aid system in Albania through local and central actions • Public awareness for the use of free legal aid ; • Promote pro- bono legal aid and mediation models;
5. Improve public awareness on law matters	<ul style="list-style-type: none"> • Legal information and education of the public (youth, law professionals, civil society activists, journalists, etc.) on legal framework in general and on the legal framework affected by the justice reform in particular. • Legal information and education of disadvantaged groups as well as students, law professionals, CSO members, journalists, etc. about changes caused by the justice reform; • Information sessions on access to justice for the disadvantaged groups

Actions under sector 1- Access to Justice- targeting rural and remote areas will be considered of particular relevance, and therefore will be given an advantage under relevance of the action (STEP 2, Section 1. of Evaluation grid).

Sector 2 (Monitoring Justice)

Monitoring Justice - Objectives	Suggested interventions - list not exhaustive
<p>1. Monitoring the establishing and functioning of new governing institutions of the justice system in the frame of the justice reform;</p>	<ul style="list-style-type: none"> ● Monitoring the procedure and legal criteria regarding the selection of members of new governing institutions of the justice system; ● Monitoring the vetting process of judges and prosecutors and informing the public opinion on the monitoring results; ● Monitoring the establishment and functioning of new governing bodies of the justice system. ● Ensuring active and effective participation of CSOs in the drafting process of by-laws in the frame of the justice reform; ● Monitoring the enforcement of the new laws and bylaws adopted in the frame of the justice reform. ● Inclusion of the young professionals in the developments of the justice reform, and building their knowledge and capacities towards their future involvement in the new governing institutions of the justice system;
<p>2. Quality of justice</p>	<ul style="list-style-type: none"> ● Monitoring the functioning of specialized courts/court sections, the work of the respective judges, lawyers in civil and penal court proceedings; ● Monitoring the continuous training and capacity building frequency and criteria of transfer for justice professionals; ● Monitoring enforcement of Law decisions; ● Assess the quality of court decisions; ● Assess the quality of court services and court communication; ● Monitoring of access to justice (with focus on vulnerable/specific target groups & locations);
<p>3. Efficiency of the Judiciary System (disaggregated data)</p>	<ul style="list-style-type: none"> ● Length of proceedings in civil and penal court proceedings; ● Clearance rate (ratio of resolved cases versus incoming cases); ● Number of pending cases; ● Efficiency of judiciary system versus budget allocations; ● The improvement of the public trust on the efficiency of the Judiciary.

Under sector 2- Monitoring Justice- preference will be given to specialized CSOs in the area of monitoring legal institutions, having previous/proven experience in the drafting of legislation and also active in the justice reform. Therefore it will be given an advantage under “Applicants’ capacity, and experience” (STEP 2, Section 1. of Evaluation grid).

Action designed in coordination with EURALIUS, OSCE, CoE, UK Embassy justice initiative and USAID Justice for All projects will be considered particularly relevant and therefore will be given an advantage under “Quality of project proposal design” (STEP 2, Section 1. of Evaluation grid).

3.4 Non-eligible actions

The following types of actions are non-eligible:

- actions concerned only or mainly with individual sponsorships for participation in workshops, seminars, conferences, congresses
- actions concerned only or mainly with individual scholarships for studies or training courses
- one-off conferences: conferences can only be funded if 1) they are duly justified and they fall under objectives of the point 1.2 above; and 2) they form part of a wider range of activities to be implemented in the lifetime of a project. For these purposes, preparatory activities for a conference and the publication of the proceedings of a conference do not in themselves constitute such “wider activities”
- projects which consist entirely or in most part of preparatory works or studies
- projects supporting individual political parties
- core funding of the applicants or (where relevant) its partners
- deficit funding and capital endowments
- financial subventions to other organisations
- purchase of land, building and offices
- retroactive financing for projects that are already in implementation or completed
- projects taking place outside of Albania
- purchase of equipment (unless necessary for the successful execution of the project)
- humanitarian activities

3.5 Eligibility of costs

Only eligible costs can be covered by this sub grant scheme.

The categories of costs that are eligible and non-eligible are indicated below.

The reimbursement of eligible costs is based on the agreed budget specified in units and unit costs as per template specified in Annex X.

The budgeted cost should be oriented to the most cost-efficient level to achieve the programme expected results, and therefore it will be given an advantage under the evaluation stage.

Eligible costs are actual costs incurred by the Applicants which meet all the following criteria:

- a) They are incurred during the implementation of the Action:
 - Costs relating to services and works shall relate to activities performed during the implementation period. Costs relating to supplies shall relate to delivery and installation of items during the implementation period. Signature of **a16**

contract, placing of an order, or entering into any commitment for expenditure within the implementation period for future delivery of services, works or supplies after expiry of the implementation period do not meet this requirement;

- Costs incurred should be paid before the project closing date.
- b) They are indicated in the estimated overall budget for the Action;
- c) They are necessary for the implementation of the Action;
- d) They are identifiable and verifiable, in particular being recorded in the accounting and regular records and accounts of the Applicants and determined according to the accounting standards and the usual cost accounting practices applicable to the Applicants and by using an appropriate cash book;
- e) Cash payment will be allowed only up to a ceiling of 300 EUR maximum.
- f) They comply with the requirements of applicable tax and social legislation;
- g) They are reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

3.6 Ineligible costs

The following costs are **not** eligible:

- a) Taxes, except for value added taxes if the following conditions are fulfilled:
 - i. they are not recoverable by any means;
 - ii. it is established that they are borne by the final beneficiary, and
 - iii. they are clearly identified in the project proposal; Customs and import duties, or any other charges;
- b) Purchase, rent or leasing of land and existing buildings, except for the purchase of land for an amount below 10% of the legible expenditure of the operation concerned ;
- c) Fines, financial penalties and expenses of litigation;
- d) Operating costs, except for overheads, provided they are based on real cost attributable to the implementation of the operation concerned. Flat-rates based on average costs may not exceed 25% of those direct costs of an operation that can affect the level of overheads. The calculation shall be properly documented and periodically reviewed;
- e) Second hand equipment;
- f) Bank charges, costs of guarantees and similar charges, except for:
 - (i) the bank charges for opening and administering the accounts, where the implementation of an operation requires a separate account or accounts to be opened;
 - (ii) the costs of guarantee provided by a bank or other financial institutions, to the extent that the guarantees are required by nation or community legislation;
- g) Conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
- h) Contribution in kind;

- i) Depreciation costs;
- j) Debts and debt service charges
- k) Provisions for losses or potential future liabilities;
- l) Interest owed;
- m) Costs declared by the Applicants and covered by another action or work programme;
- n) Credit to third parties.

4. THE CYCLE OF THE SUB GRANTING PROCESS

The sub-granting process is divided in the following stages:

4.1 Promotion and information sharing about the SGS

The PMT will ensure appropriate promotion and dissemination of information to all interested CSOs in Albania.

The information campaign will include but not be limited to: publications in local and/or national newspapers, web publications (SC, CILSP, project web pages, SC and CILSP Facebook, etc.), emails, as well as information sessions in cities and towns of the country. CSOs will be notified in advance on date, time and place where the sessions will be held.

4.2 Sub Grants Application Process

The Project expects to launch two SG Rounds. Each Round will be announced through specific SGS Call for Proposals.

Proposal applications must be submitted in accordance with the instruction of this Manual and specific guidelines and timeline contained in the SGS Call for Proposals-Guidelines for Applicants.

4.3 Announcement of Call for Proposals for the SGS

An announcement of the Call for Proposals will be published on the website and will remain opened **for 45 days**, unless different specifications will be provided in the Call for Proposals-Guidelines for Applicants.

The announcement will be followed by an information campaign which may includes:

- publications in local and/or national newspapers;
- web publications (SC, CILSP, project web pages, Facebook, etc.);
- emails, and information sessions in cities and towns of the country.

CSOs will be notified in advance on the date, time and place where these sessions will be held in each city and town.

Additionally, interested applicants may address questions by e-mail no later than 5 working days before the deadline for the submission of applications to the address below, indicating clearly the reference of the call for proposals:

E-mail address: < cefjsaja.albania@savethechildren.org >

4.3.1 How to apply and procedures to follow

Applicant must fulfil the **eligibility criteria** as per paragraph 3 of this Manual.

Applications must be submitted in accordance with the instructions contained in this Manual and in the Guidelines for Applicants Call for Proposal. .

Applications must contain all documents listed in **Annex I** and in the format provided in this Manual.

Applications must be submitted **in one printed copy**. All documents presented for application should be delivered also in an electronic form included in a CD/USB;

The envelope and the CD/USB should be enclosed in an envelope where the applicant should write: **(a) The reference number and the title of the call for proposal, (b) the name of the Applicant organization and (c) Project proposal title.**

Proposals must be prepared in **English**. Only the application of small grants (10,000-15,000 EUR); will be accepted in the Albanian language, with only a narrative page in the English language.

Applicants must verify that their application is complete using the checklist (**Annex I**). Incomplete applications may be rejected.

4.3.2 Submission of applications

The applications must be submitted to the SC office in Tirana within the deadline specified by the Call for Proposals.

Applications received after the effective date and hours indicated by the Call for Proposal will **be rejected**.

The AC will register all the received applications, number them and register them in a database. Each applicant who submits the proposal within the published deadline will receive a receipt confirming that their application is submitted on time. The receipt will show the number of the application in the database, the date and time when it is delivered, the name of the applicant organization and the title of the Project proposal.

The applications submitted by regular or fast mail (post) should use the following address:

*Save the Children
Rruga Mihal Popi (Ish Pallatet 1 Maji)
Ndërtesa 7 (Vila Lami), Kodi Postar 1021,
Kutia Postare 8185
Tiranë – Shqipëri
Tel: 042261849 & 2261929*

All applications will be assessed according to the following steps and criteria.

STEP 1 – Opening and Administrative check

The AEC is in charge of assessing the following:

- Compliance with the submission deadline. If the deadline has not been met, the application will automatically be rejected.
- The applicant fulfils the administrative eligibility criteria as described in the Checklist in **Annex I- Part A** of this Manual. If any of the requested information is missing or is incorrect, the AEC **will request** that additional documents be supplied. If the additional documents will not be supplied within **3 working day** from the request, the proposal will be rejected on this sole basis.
- To Vet the organization. Vetting is the process by which the details of key staff (the founding members, the board of directors, the program director) are checked to ensure that these individuals and entities do not have any connection with terrorist organizations and have not committed or been implicated in any terrorism or other financial crimes. The following details should be provided through the *Declaration of Vetting* (**Annex V**):
 - Full name of the Organization
 - Location of the Organization
 - Full names of the key staff (e.g. the founding members, the board of directors & the country director) and their date of birth

At the issue of the vetting process, the AEC may ask for more information or contact the applicant to discuss it further. In case of grave alert undermining the legal clearance of the Applicant, the proposal will be rejected on this sole basis.

- The application fulfil the eligibility criteria as described in the Checklist in **Annex I- Part B** of this Manual. If any of the requested information is missing or is incorrect, the proposal will be rejected on this sole basis.

The AEC prepares the **Administrative Evaluation Report** duly signed by each AEC member.

The applicants who **are successful** in the administrative/eligibility assessment will be notified in writing to have passed the first selection, and undergo to the technical assessment.

The applicants who have **not been successful** in the administrative/eligibility assessment and vetting will be rejected and notified in writing.

STEP 2- The Technical Evaluation

The PEC is in charge of assessing the relevance and design of the proposals.

Only Applicants which fulfil the administrative criteria undergo the technical evaluation.

The applications that will undergo the technical evaluation will receive a score out of 100 using the breakdown in the evaluation grids below according to the size of grants. Each score will be coupled with narrative justification as per the *Technical Evaluation Form* ([Annex VI](#)).

A maximum of 100 points will be awarded for the quality of the proposal. The minimum overall score required is 50 points; proposals that do not reach the minimum score will be considered unsuccessful in the technical evaluation and therefore included in the Non Recommended lists. Proposals will be ranked according to their total score.

The evaluation criteria are divided into headings and subheadings. Each subheading will be given a score between 1 and 5 as follows: 1 = very poor; 2 = poor; 3 = adequate; 4 = good; 5 = very good.

LARGE AND MEDIUM GRANTS- EVALUATION GRID

Criteria	Explanation of the criteria	Maximum Score	
<p>Proposal relevance and coherency with respect to the project focus</p>	<ul style="list-style-type: none"> • How relevant to the particular needs and constraints of the target region is the proposal? (score 1-5) • How coherent is the proposal with the objectives to empower the civil society in actively participating and influencing the proper functioning of the judiciary system in Albania? (score 1-5) • How relevant is the proposal to the monitoring, establishment of the new governing institutions and their functioning in the frame of the justice reform or to the improvement of the Access to Justice? (Score 1-5)? 	15*2	30
<p>Applicants' capacity, and experience</p>	<ul style="list-style-type: none"> • Does the applicant organization has relevant work experience in implementation of similar projects and therefore have the applicant properly described staff experience and competences related to the project field? (score 1-5) • Has the applicant the proper management and administrative resources for the successful management of this project; (score 1-5) 	10	10
<p>Quality of project proposal design</p>	<ul style="list-style-type: none"> • Are the project objectives and outputs achievable and feasible within the project scope; (score 1-5) • Is the proposal indicating how the expected outputs and outcomes contribute to the achievement of the overall scope outlined in this call for proposal; (score 1-5) • Does the proposal contain specific measures (indicators) to track the progress of project? (score 1-5) • Does the project consider the involvement and contribution of different stakeholders and clearly define the role of each? (score 1-5) • Does the proposal contain specific added-value elements, such as the promotion of gender equality and equal opportunities, (including people with disabilities, minorities and indigenous peoples) or innovation and best practices? (score 1-5) 	25	25
<p>Proposal Impact to the betterment of the thematic area</p>	<ul style="list-style-type: none"> • Is the proposal likely to bring improvements / change in the justice sector in term of policy making at local, regional and national level; (score 1-5) • How is the project promoting improvement for the community in targeting area and/or linkage with existing services/activities (score 1-5) 	10	10
<p>Community Participation and awareness</p>	<ul style="list-style-type: none"> • Does the project promote community mobilization and participation? (score 1-5) • Does the project promote engagement of civil society in the justice reform? (score 1-5) <p>Does the project promote public awareness on law matters (including the legal framework affected by the justice reform)(score 1-5)</p>	15	15
<p>Visibility of the action</p>	<ul style="list-style-type: none"> • Has the applicant presented how to ensure the project visibility? (score 1-5) 	5	5
<p>Budget and cost-effectiveness of the action</p>	<ul style="list-style-type: none"> • Are the activities appropriately reflected in the budget and is the ratio between the estimated costs and the expected results satisfactory? (score 1-5) 	5	5
Total cores			100

SMALL GRANTS- EVALUATION GRID			
Criteria	Explanation of the criteria	Maximum score	
Proposal relevance and coherency with respect to the project focus	<ul style="list-style-type: none"> How relevant to the particular needs and constraints of the target region is the proposal? (score 1-5) How coherent is the proposal with the objectives to empower the civil society in actively participating and influencing the proper functioning of the judiciary system in Albania? (score 1-5) How relevant is the proposal to the monitoring, establishment of the new governing institutions and their functioning in the frame of the justice reform; or to the Improvement of the Access to Justice? (score 1-5) 	15*2	30
Applicants' capacity, and experience	<ul style="list-style-type: none"> Has the applicant organization previous experience or staff with proven competences in the field of the proposal, and therefore have the applicant properly described staff experience and competences related to the project field? (score 1-5) 	5	5
Quality of project proposal design	<ul style="list-style-type: none"> How coherent and feasible is the overall design of the action? In particular, does it reflect the analysis of the problems involved, take into account external factors and relevant stakeholders? (score 1-5) Does the proposal contain specific added-value elements, such as the promotion of gender equality and equal opportunities, (including people with disabilities, minorities and indigenous peoples) or innovation and best practices? (score 1-5) 	10*2	20
Proposal Impact to the betterment of the thematic area	<ul style="list-style-type: none"> Is the proposal likely to bring improvements / change in the justice sector in term of policy making at local, regional and national level; (score 1-5) How is the project promoting improvement for the community in targeting area and/or linkage with existing services/activities (score 1-5) 	10*2	20
Community Participation and awareness	<ul style="list-style-type: none"> Does the project promote community mobilization and participation? (score 1-5) Does the project promote public awareness on law matters (including the legal framework affected by the justice reform) (score 1-5) 	10*2	20
Budget and cost-effectiveness of the action	<ul style="list-style-type: none"> Are the activities appropriately reflected in the budget and is the ratio between the estimated costs and the expected results satisfactory? (score 1-5) 	5	5
Total scores			100

The results will be displayed in a table in which the applications will be ranked **per Lot**, in a top down list, starting with the project that has received the highest score and ending with the project that has received the lowest one. The PEC will prepare two lists per each Lot, indicating the recommended and non recommended proposals, which obtained scores above and under 50 respectively.

The PEC prepares the **Technical Evaluation Report** duly signed by each PEC member, to be submitted to the AEC for final evaluation and decision.

STEP 3- Final Evaluation, decision and notification

The AEC undertakes the final control to validate the Technical Evaluation Report and relevant documentations, to ensure full compliance with the regulations and criteria set by this manual, SC Policy and Donor procedures.

On the base of the *Administrative Evaluation Report* and the *Technical Evaluation Report*, the AEC prepares the **Final Evaluation Report** (Annex XII) which is sent to **Save the Children Italy – the Coordinator- for the final approval and sign off.**

Any request for clarification requiring communication with the applicants during the evaluation process must be conducted in writing. Copies of any such communication must be annexed to the Final Evaluation report.

The applicant will be informed within **10 working days** from the Final Evaluation report approval, on the outcome of the evaluation of its application. The notification letter will be sent to the applicants (mail/e-mail) announcing if it has been successful selected or rejected and the reasons for the rejection.

A **Public Evaluation Report** (Annex XI) will be published in the SC and project website.

STEP 4- Complaints and Response Mechanism (CRM)

SC is committed to the provision of high quality, fair and transparent evaluation and selection procedures for all SG applicants.

Without prejudice, an applicant believing that it has been harmed by an error or irregularity during the assessment/evaluation process may ask in written for additional explanations and/or lodge a complaint. An applicant is also entitled to provide written feedback to SC.

In this context, **feedback** is a positive or negative statement of opinion about the SG Scheme (procedures and evaluation) and the behaviour of SC/CILSP staff for information or action but not with the intention of lodging a formal complaint. A **complaint** is defined as an expression of dissatisfaction either about the way in which an application has been handled or the outcome of the selection process.

Where an applicant believes he has been adversely affected by an error or irregularity allegedly committed as part of the selection procedure, or that the procedure was vitiated by any maladministration, he may file a complaint to SC.

A request of further information and/or complaint must be made in written form by email to cefjsaja.albania@savethechildren.org within 5 (five) days from the day when the rejection email/notification has been received as a result of the Administrative/eligibility assessment (STEP 1) or the Final Evaluation (STEP 3).

The Complaints Evaluation Committee (CEC) is responsible to address feedback requests and complaints. The CEC will seek to ensure that all request/complaints are treated seriously and constructively. It will also seek to ensure that complaints are dealt promptly with fairness and consistency, and with due regard to the *SC anti-fraud and corruption policy*.

The request of further information and/or complaint will be answered in written within 5 (five) working days from the complaint application.

Requests for **feedback** on a particular applicant will receive a response indicating as much details as possible but information about the individual applicants will not be divulged.

Applicants lodging a **complaint** and those against whom complaints are made may expect complaints to be dealt with confidentially and with respect for their privacy. However, it may be necessary to disclose information to others in order to deal with the complaint and in these circumstances the parties concerned will be informed of such disclosure.

SC Italy will be timely informed about the Feedback and Complaints process and may be asked for an advice.

Advice about the Complaints Procedure and process may be obtained from the representative of EUD in Tirana.

For archive purpose, the CEC will prepare a Feedback and Complaint Report that will set out briefly: the nature of the complaint/request received; the steps taken; details of the response and a statement if and why the applicant remains dissatisfied. All relevant documentation will be enclosed in the here above mentioned report.

STEP 5- Negotiation and contracting stage.

The PMT, namely the Project Manager and Sub – Granting Coordinator and Award Grant Specialist prior to signing the contract will conduct a pre-award partner assessment to assess the capacities and the financial/administrative management system of the SG-Partner prior to design and details all requirements in the SG Partner Agreement. SC reserves the right to negotiate the budget breakdown with the applicant in order to:

- Ensure cost efficiency of the action;
- Ensure a fair balance between operational and non-operational costs;
- Reflect real market costs;
- Reflect costs in accordance with proposed activities;
- Agree an operational and financial monitoring plan and schedule;
- According with the availability of funds.

The points of negotiation should in no way change the substantial part of the proposed action, but rather to be in line with the administrative/financial/HR/programmatic rules of the EU and of the Contracting Authority as detailed in the specific articles under *5. Contract rules and legal conditions section* of this manual.

After reaching an agreement the sub grant contract will be signed between the relevant applicant and Save the Children Representative in Albania.

The contract takes effect on the date of the last signature. The contract cannot cover earlier services or costs or enter into force before that date, unless in duly substantiated exceptional cases.

The project contract cannot be for less than 9 (nine) months for the small grants and not more than 24 (twenty four) months for the large grants.

PART 2 CONTRACTING, SG PROJECT IMPLEMENTATION AND OTHER ESSENTIAL POINTS

5. CONTRACT RULES AND GENERAL LEGAL CONDITIONS

All contracts financed by SG-grants funds must obey the principles of transparency, proportionality, equal treatment and non-discrimination.

Contracts take effect from the date of signature of the last signatory of the two Parties (SC and SG Partners). All contracts must show the true dates on which the contracting parties signed them. Exceptionally, they are applicable from an earlier date (in cases of retroactive financing for instance).

The contract agreement shall list and include, among the others, the following elements:

- Starting date and implementation period of the SG Project
- The total eligible costs granted
- Reporting and payment arrangement
- A detailed operational and financial monitoring plan and schedule
- Contact addresses
- Specific conditions to be apply to the Sub-grantees scheme, as per European Commission rules and compliance.

Contracts may need to be modified if the circumstances of project implementation have changed since the contract was signed. However, the subject matter of the contract cannot be altered. Contracts can only be modified during their execution period. Any changes to the contract must be made officially by means of an administrative order or an addendum in accordance with the clauses detailed in the contracts.

The following specific conditions (not exhaustive) applying to the sub-granted project and SG- Partner and will be integral part of the contract agreement:

5.2 Liability

1. SC cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the SG- Partner while the SG Project is being carried out or as a consequence of the SG Project. SC cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
2. The SG- Partner shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the SG project is being carried out or as a consequence of the SG Project. The SG- Partner shall discharge the SC of all liability arising from any claim or SG Project brought as a result of an infringement of rules or regulations by the SG- Partner or the SG- Partner's employees or individuals for whom those employees are responsible, or as a result of violation of a third party's rights. For this purpose, employees of the SG- Partner shall be considered third parties.

5.3 Conflict of interests and good conduct

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1. The SG- PARTNER shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract agreement. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interest will be treated following the procedures stated in the Contract agreement.
2. The SG- PARTNER shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

5.4 Confidentiality

SC and the SG- PARTNER undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of the Contract agreement and identified in writing as confidential until at least 5 years after the payment of the balance.

5.5 Visibility

1. Unless the European Commission agrees or requests otherwise, the SG- Partner shall take all necessary steps to publicise the fact that the European Union has financed the SG Project. Such measures shall comply with the Communication and Visibility Manual for European Union External Actions laid down and published by the European Commission, that can be found at: https://ec.europa.eu/europeaid/funding/communicationand-visibility-manual-eu-external-actions_en or with any other guidelines agreed between the European Commission and the SG- Partner .
2. In particular, the SG- Partner shall mention the Project *Civic Engagement for a Functional Judiciary System and Access to Justice in Albania* and the European Union's financial contribution in information given to the final recipients of the Project, in its internal and annual reports, and in any dealings with the media. It shall display the European Union logo wherever appropriate. All the needed elements will be detailed in the contract agreement.

5.6 Ownership/use of results and assets

1. Unless otherwise stipulated in the Contract agreement, ownership of, and title and intellectual and industrial property rights to, the SG Project's results, reports and other documents relating to it will be vested in the SG- Partner
2. Without prejudice to the previous article, the SG- Partner grant the SC (and the European Commission) the right to use freely and as it sees fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving

from the SG Project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

3. The SG- Partner shall ensure that it has all rights to use any pre-existing intellectual property rights necessary to implement the Contract agreement.
4. In case natural, recognizable persons are depicted in a photograph or film, the SG- Partner shall, in the final report to SC, submit a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.
5. Unless otherwise clearly specified in the Contract Agreement, the equipment, vehicles and supplies paid for by the Budget for the SG Project shall be transferred to the final beneficiaries, at the latest when submitting the final report.

6. MONITORING AND REPORTING

A specific system will be set to ensure the monitoring and reporting of the SG Project, the timeframe and schedule will be agreed and implemented with each SG- Partner, according with the size of the sub-grant and under the responsibility of the PMT.

1. SC will ensure a **periodical monitoring** of the financial and programme progress of the SG project. A report will be produced in order to record all pending issue and difficulties met and share and agreed approach to solve and improve the financial management to be aligned with the financial requirement specified in the present manual and the contract agreement.
2. CSOs which implement the SG project must prepare **financial and narrative reports** and submit them within deadlines defined in the Contract Agreement. Reporting timeframe and schedule are usually set on a quarterly basis, starting from the first instalment pre-financing payment. Specific timeframe will be defined in the contract agreement and established according with the size of the SGS funded and following the recommendations coming from the SG-partner technical and financial assessment
3. The financial and narrative reports shall provide the following information:
 - a) Cover the progress of SG-project during the reporting period;
 - b) The SG Partner shall provide SC with all required information on the implementation of the SG Project and the monitoring shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed, the results expected and obtained and the budget details for the SG Project on the base of agreed indicator set in the contract agreement.
 - c) For easier reference, each contract agreement will include a minimum set of indicators to be monitored

- d) Provide a full account of all aspects of the activities' implementation for the period covered, including all the information needed to demonstrate the expenditure incurred with the SGS funds, following the conditions established in the Contract agreement ;
 - e) Include any relevant documentations, publications, press releases and updates related to the Project;
4. Reports shall be submitted with the payment requests of related instalment. If the SG Partner fails to provide any report or fails to provide any additional information requested by SC within the set deadline without an acceptable and written explanation of the reasons, SC may terminate the Contract agreement

7. ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

7.1 Accounts

The SG Partner(s) shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system.

The accounts:

- a) may be an integrated part of or an adjunct to the SG Partner's regular system;
- b) shall comply with the accounting and bookkeeping policies and rules that apply in Albania;
- c) shall enable income and expenditure relating to the SG Project to be easily traced;
- d) identified and verified.

SC shall ensure that any financial report as required by SC can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose the SG Partner(s) shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

7.2 Right of access

Each SG- Contract agreement will provide expressly for the Commission and the Court of Auditors to exercise their powers of control, concerning documents premises and information, including that stored on electronic media, over all SG-CSOs who have received Union funds.

7.3 Record keeping

1. The SG Partner(s) shall keep all records, accounting and supporting documents related to the Contract agreement for seven (7) years following the payment of the final balance and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. More detailed information will be provided in the Contract Agreement

2. In addition to the reports mentioned under section 6 of this manual, the documents referred for the record keeping include:

- a. Accounting records (computerised or manual) from the SG Partner(s)'s accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
- b. Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
- c. Proof of commitments such as contracts and order forms;
- d. Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc;
- e. Proof of receipt of goods such as delivery slips from suppliers;
- f. Proof of completion of works, such as acceptance certificates;
- g. Proof of purchase such as invoices and receipts;
- h. Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
- i. Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
- j. For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
- k. Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary.

8. PAYMENT PROCEDURES

SC will disburse the funds to the SG Partner following specific pre-funding payment agreed by both parties in the Contract Agreement:

- a) A Pre-funding instalment will be disbursed within **5 working days** after the signature of the contract agreement;
- b) The following instalments will be made after sending and acceptance by SC of the quarterly narrative and financial reports and within 30 days after a written cash request submitted by the SG-partner.
- c) The last instalment will be made after sending and acceptance by SC of the Final financial and narrative reports, and within 30 days after a written payment request for funds.

8.1 Suspension of the period for payment

SC shall withhold, vary the date and/or amount of any instalment(s) otherwise due to the SG Partner (including off-setting against any payments due to SC) for any of the following reasons:

- a) the amount indicated in its request of payments is not due, or;
- b) proper supporting documents have not been supplied, or;

- c) SC needs to request clarifications, modifications or additional information to the narrative or financial reports, or;
- d) SC has doubts on the eligibility of expenditure and needs to carry out additional checks, including on-the-spot checks to make sure that the expenditure is eligible, or;
- e) it is necessary to verify whether presumed substantial errors, irregularities or fraud have occurred in the grant award procedure or the implementation of the Project, or;
- f) it is necessary to verify whether the SG-Partner(s) have breached any substantial obligations under the SG-Contract agreement;

9. FRAUD, BRIBERY AND CORRUPTION

SC has a zero tolerance approach towards fraud, bribery and corrupt practices and demands that partners fully comply with all applicable laws, statutes, regulations and codes relating to bribery and corruption.

The SG Partner shall notify SC immediately upon becoming aware of detected, suspected, or attempted fraud, bribery or corruption and will investigate and take action against any fraud, bribery or corruption which affects the Project.

The SG Partner warrants that neither the SG Partner nor any of its personnel, agents, partners, sub-contractors, suppliers/vendors and associates connected with the Project:

- Has given or accepted, or offered or agreed to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so; or
- Shall give or accept, or offer or agree to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so.

Neither the Partner nor its personnel, agents, partners, sub-contractors, suppliers/vendors and associates shall accept for their own benefit any trade commission, discount or similar payment or benefit in connection with this agreement.

10. TERRORISM AND PROHIBITED PARTY

The Partner shall not engage in any financial transaction or other dealing with a prohibited party (i.e. an individual or entity that is proscribed or designated on an official government, EU or UN list because it is directly or indirectly involved in terrorism activities or activity on behalf of a sanctioned country) (“Prohibited Party”) in connection with this agreement.

The Partner shall provide to SC for vetting purposes the names and dates of birth of its key staff as well as the names of any sub-grantee groups or individuals (with³³

dates of birth if possible) who are due to receive funds from the Partner as part of the Project. For the avoidance of doubt, this requirement does not extend to beneficiaries.

The Partner shall inform SC immediately if, during the course of this agreement, it becomes aware of any link whatsoever between the Partner and any organisation or individual who may be perceived to be linked in any way to terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted:

- Financial transaction or other dealing with a Prohibited Party or a terrorist group; and
- Diversion of Project assets, funds or resources to a Prohibited Party or a terrorist group.

11. WHISTLE BLOWING

SC shall hear, respect and act appropriately upon any reports by Partner staff or third parties of serious malpractice by SC (including any suspicion of fraud) or for which SC is responsible in accordance with SC's Whistle blowing Policy.

LIST OF ANNEXES:

- Annex I: CHECK LIST FORM
- Annex II: ADMINISTRATIVE/ELIGIBILITY ASSESSMENT FORM
- Annex III DECLARATION OF IMPARTIALITY AND CONFIDENCIALITY
- Annex IV: Declaration of Objectivity
- Annex V Declaration of Vetting
- Annex VI: Technical Evaluation Form
- Annex VII Project Application Form
- Annex VII Project Abstract (Small grant only)
- Annex IX Project Logical Framework (Mid and Large Grants)
- Annex X Budget Application Form
- Annex XI Public Evaluation report
- Annex XII Final Evaluation Report
- Annex XIII Declaration by the Applicant