

Proj. no: [ ]

**CONSULTANCY AGREEMENT ON  
SUPPORT TO ORGANISATIONAL DEVELOPMENT – NETWORK  
OF AFRICAN NATIONAL HUMAN RIGHTS INSTITUTIONS  
(NANHRI)**

This Agreement is made \_\_\_\_\_ 20\_\_ between:

The Danish Institute for Human Rights (DIHR),  
Wilders Plads 8K, DK-1403 Copenhagen K, Denmark,  
Duly represented by [name, title],  
Fax no. + 45 3269 8800, email iasecretariat@Humanrights.dk;

and

[Name] (Consultant),  
[address],  
Duly represented by [name, title] *[delete if Consultant is a physical  
person]*,  
Fax no. [ ], email [ ];

**WHEREAS**

- Consultant *[insert, “a duly registered entity established under the laws of [country]”, if Consultant a legal rather than a physical person]* works within the field of *[insert a few words on the part of the Consultant’s expertise/experience that is relevant of the Agreement]*;
- DIHR, Denmark’s National Human Rights Institution, is in need of assistance with respect to *[insert a few word about the assignment of the Consultant]* and have assessed that Consultant has the knowledge, skills and experience necessary to carry out such assignment;
- Consultant is willing to carry out such assignment;

**NOW THEREFORE**, the Parties agree as follows:

## **INTRODUCTION**

DIHR manages an EU funded grant that aims to ensure that the Network of African National Human Rights Institutions (NANHRI) gain acknowledgement as a key international human rights stakeholders and act as a regional networks of National Human Rights Institutions (NHRIs).

NANHRI is the regional network of African NHRIs and currently has 44 members. The network is organised with a permanent secretariat based in Nairobi, Kenya and it has a governing body consisting of nine of its member's chairs from the continent. NANHRI's mandate is to support the establishment and strengthening of NHRIs in Africa and to promote interaction with mechanisms at regional and global level. NANHRI provides capacity building and facilitates coordination and cooperation amongst NHRIs by linking them with other key human rights actors at regional and global level.

DIHR and NANHRI have identified a need for external expertise to support NANHRI's goals. The support should lead to the following outputs:

- Implementation of NANHRI's resource mobilisation strategy, with a specific view on more efficient fundraising.
- Development of a Monitoring and Evaluation (M&E) framework that can track results. The M&E framework shall cover all NANHRI's activities, but a specific requirement is that the framework monitors results achieved through the resource mobilisation strategy and thereby facilitates follow-up actions.
- Increased participation at Africa Union meetings to secure increased and coordinated interaction between AU and the African NHRIs. Increased participation during the NHRI accreditation processes to secure better understanding and fulfilment of UN's Paris Principles amongst African NHRIs and to increase the number of NHRIs in compliance with the Paris Principles.

### **1. DEFINITIONS**

- 1.1. Agreement: This agreement with all annexes and amendments.
- 1.2. Assignment: The activities to be carried out by Consultant as set out in Article 2.

- 1.3. Assignment Completion Statement: The statement defined in Article 7.2.
- 1.4. Assignment Period: The period defined in Article 9.
- 1.5. Budget: The budget for the Project as stated in Annex A.
- 1.6. Consultant: **[full name of Consultant]**.
- 1.7. Contact Person: Persons mandated to oversee implementation and receive written notices, cf. Article 15.
- 1.8. DIHR: The Danish Institute for Human Rights.
- 1.9. Fee: The fee to Consultant for the assignment, and part of the Budget
- 1.10. Force Majeure: Events defined in Article 13.
- 1.11. Party/Parties: Either of DIHR and Consultant or both of DIHR and Consultant as applicable.
- 1.12. Payment Request: Payment request defined in Article 6.1.
- 1.13. Project: "Support to organisational development – Network of African National Human Rights Institutions (NANHRI)

## **2. SUBJECT OF THE AGREEMENT**

- 2.1. Consultant is assigned to assist in implementing the Project "Support to organisational development – Network of African National Human Rights Institutions (NANHRI)" in accordance with this agreement.
- 2.2. Consultant has prior to the signing of this Agreement formulated a proposal for the implementation of the Project (annex A), and has described its methodology for implementing the Assignment (annex B). It is the obligation of Consultant to ensure that the application of the proposed methodology by Consultant (annex B) leads to the fulfilment of the objectives of the Project and to propose any necessary revisions to the methodology
- 2.3. Consultant shall implement the Assignment on the terms set out in the Agreement. Consultant shall immediately and in writing contact DIHR in case Consultant is uncertain about the scope of the Assignment.
- 2.4. In case Consultant is required to submit written material, including reports, publications etc., Consultant must ensure that

the material is edited and proof read prior to the delivery to DIHR.

### 3. TERM

- 3.1. The Agreement shall commence on the date of the signing of the contract and shall continue until DIHR has accepted an assignment completion report (the Assignment Period), unless earlier terminated in accordance with Article 9.

### 4. PAYMENT

- 4.1. The maximum total amount payable by DIHR for the Assignment to the Consultants is EUR 75,000 (excluding VAT), all paid out as fees. Additional project expenses are managed by DIHR and NANHRI, while the Consultants' travel costs are reimbursed by DIHR, upon receipt of relevant documentation and receipts.
- 4.2. The contractually relevant amount are the amounts set out in Euro (EUR); amounts set out in other currencies, if any, are for information purposes only.
- 4.3. DIHR will take all steps necessary to effect payments within two (2) weeks after approval of a Payment Request, cf. Articles 6.1 and 6.2. Payment will then pass through the payment system of the Danish state before being settled through the bank system. DIHR is entitled to withhold payments if Consultant is behind schedule with respect to delivery on the Assignment.
- 4.4. Payment will be transferred to Consultant utilising the following bank account:

Name of bank:

Name and number,  
if applicable, of branch:

Address of bank:

Account number:

SWIFT code of bank:

Name of account holder: **[Full name of Consultant]**

**[If Consultant physical person:**

Date of birth: **[Date of birth of Consultant]**

Private address: **[Private address of Consultant]**

**[If Consultant legal person:**

Contact person and  
contact details: **[\*\*]**

## **5. MANAGEMENT OF PAYMENTS**

- 5.1. To the extent part of the payment is meant to reimburse specific costs, Consultant will keep signed and identifiable receipts of all such costs. All invoices, receipts and other documentation shall be kept for no less than five years following the formal end date of the project.
- 5.2. Payments, shall be done, when applicable, in accordance with the provisions and principles set out in General Guidelines for Accounting, Documentation, Auditing and Reporting for DIHR Assignment Partners, enclosed as Annex B.
- 5.3. The first disbursement, equal to 50% of the total fee, will be transferred upon contract signing.
- 5.4. The second disbursement (30% of the total fee) will be transferred upon DIHR has accepted the mid-term reporting (section 6.1 and 7.1).
- 5.5. The Final payment (20% of the total fee) will be transferred after completing the assignment and the associated report (section 6.2 and 7.2)

## **6. FINANCIAL REPORTING**

- 6.1. As part of each request for payment (a Payment Request), Consultant will forward to DIHR a financial statement setting out the calculation of the amount requested, specified as to time spent, costs incurred etc. and with receipts for all costs to be reimbursed. Within three (3) weeks of receiving such Payment Request, DIHR will either approve or reject it.
- 6.2. Within one month of the finalisation of the complete Assignment, Consultant will forward to DIHR a final Payment Request with financial statement, similar to the one set out in Article 6.1 but for the entire Assignment Period. Within one (1) month of receiving the final Payment Request, DIHR will either approve or reject it.
- 6.3. If required by DIHR, Consultant shall admit access to its premises and bookkeeping by the Danish Auditor General or any other person so designated by DIHR, without undue delay.
- 6.4. Unless specifically waived by DIHR in writing, all financial reports shall be in English.

## **7. NARRATIVE REPORTING AND INFORMATION**

- 7.1. Together with the second Payment Requests, set out in Article 5.4, Consultant will forward to DIHR a mid-term report

containing a brief information as to the activities carried out during the period in question relative to the completion of the Assignment, including updates on final deliverables and milestones.

Consultant will use such format as supplied by DIHR, if any.

- 7.2. Consultant will forward the Assignment Completion Statement, consisting of a confirmation that the Assignment has been completed and brief information of the activities carried out during the Assignment Period, together with and as part of the final Payment Request set out in Article 5.5. and 6.2.
- 7.3. Unless specifically waived by DIHR in writing, all narrative statements shall be in English.
- 7.4. In addition to the formal recurrent reporting set out under Articles 7.1 - 7.3, Consultant will at its own initiative and without undue delay inform DIHR about events and developments that have or are likely to have a material bearing on the implementation and progress of the Assignment. Similarly, Consultant will, without undue delay, answer any questions from DIHR related to the implementation and progress of activities to DIHR and provide DIHR with information required.
- 7.5. Consultant will admit access to its premises and assist DIHR personnel or any other person designated by DIHR to carry out inspections, provided DIHR gives a notice of at least five (5) working days and indicates the reason for the inspection.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. Any and all intellectual property developed as part of the Assignment shall be the exclusive property of DIHR. For the avoidance of doubt, Consultant shall be free to use the knowhow obtained by carrying out the Assignment, unless it is obvious that such use will be detrimental to the interest of DIHR.

## **9. TERMINATION**

- 9.1. The Agreement may be terminated by either Party with three (3) months' written notice to the end of a month.
- 9.2. Upon a material breach of the Agreement by a Party, the other Party may provide a written notice to the Party in breach describing the breach and stating its intention to terminate the Agreement if the breach is not remedied within fourteen (14) days of receipt of the notice, cf., however, Article 9.3. If the breaching Party has not remedied the breach within the notice

period and has give reliable assurances that the situation will not recur, the non-breaching Party is entitled to terminate the Agreement with immediate effect. Material breach includes but it not limited to:

- 9.2.1. inability to pay its debts as and when they fall due;
  - 9.2.2. liquidation or bankruptcy;
  - 9.2.3. failure to maintain a lawful registration with local and/or national authorities;
  - 9.2.4. being closed down as an independent organisation or institution; and
  - 9.2.5. failure to ensure at any time its independency of ethnic or political affiliations, parties, movements or fractions.
- 9.3. Instead of terminating the Agreement in case of material breach as set out in Article 9.2, the Party not in breach is entitled to suspend its fulfilment of its obligations under the Agreement until the material breach is remedied.
- 9.4. In cases of wilful material breach of Agreement or in cases of corruption or other prohibited practices, cf. Article 9, the Party not in breach is entitled to terminate the contract with immediate effect.
- 9.5. In the event of termination Consultant shall immediately return all unspent funds to DIHR.
- 9.6. If termination is due to termination by Consultant under Article 9.1 or to material breach of the Agreement by Consultant, cf. Article 9.2, Consultant shall reimburse DIHR all payments received under the Agreement and shall not be entitled to any further payments. DIHR may fully or partially wave its right to reimbursement with respect to funds for which the Consultant has already delivered results that are part of the Assignment and that are of use to DIHR by themselves.
- 9.7. If termination is due to termination by DIHR under Article 9.1 or to material breach of the Agreement by DIHR, cf. Article 9.2, Consultant shall be entitled to full payment for all work carried out by Consultant at the time of termination in correspondence with the Project proposal (annex A).
- 9.8. The obligations of the Parties under Article 12 shall remain in effect for a period of five (5) years following termination of the Agreement, unless otherwise agreed in writing.
- 9.9. In the event the conclusion of the agreement is contested at the

Danish Public Contracts Appeals Board or the ordinary courts of law, where DIHR is ordered to cancel the decision of awarding the agreement to the consultant and/or the agreement is declared ineffective, DIHR is entitled to terminate the agreement partly or in its entirety by giving a 30-days written notice to the end of a month.

Any further conditions given by the Danish Public Contracts Appeals Board or the ordinary courts of law can also be imposed on Consultant.

Consultant is not entitled to any damages or other compensation, and no further claims can be laid on DIHR – neither due to the consultant's direct or indirect losses, in case DIHR is required, at any point, to terminate the agreement entirely or partly.

## **10. HUMAN RIGHTS BASED APPROACH**

- 10.1. Consultant will take all steps necessary to ensure that it implements the Assignment in a way that adheres to good human rights practices as set out in generally accepted United Nations and regionally applicable instruments.
- 10.2. DIHR will assist Consultant to adhere to the provisions set out in Article 10.1.

## **11. TERROR, CORRUPTION AND OTHER PROHIBITED PRACTICES**

- 11.1. Consultant confirms that it does not figure on any of the lists of terror organisations maintained by the United Nations or the European Union; that it will ensure that no benefits flow from the Agreement to physical and legal persons on such lists; and that it will keep abreast of changes so such lists. Consultant will immediately inform DIHR if Consultant becomes aware that its staff or partners figure on any such lists. The Anti-Terror Policy of DIHR is enclosed as Annex C; Consultant will adhere to this policy to the extent it is applicable to DIHR partners and will inform DIHR about occurred and suspected breaches without undue delay.
- 11.2. No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of the Agreement. The Anti-Corruption Policy of DIHR is enclosed as Annex D; Consultant will adhere to this policy to the extent it is applicable to DIHR partners and will inform DIHR about occurred and suspected breaches without undue delay.



11.3. Any violation of the provisions set out in this Article 11 will be considered a material breach of the Agreement, cf. Article 9, and in addition give rise to any other corrective action as appropriate, including civil or criminal action.

## **12. CONFIDENTIALITY**

12.1. Consultant will keep confidential any information that it comes into possession due to its implementation of this Assignment, unless legally obliged to disclose such information. Before disclosing confidential information, Consultant shall consult with DIHR.

## **13. FORCE MAJEURE**

13.1. A Party shall have no obligation to comply fully or partially with its obligations under the Agreement if the Party can substantiate that such non-compliance is a result of extraordinary forces arising after the execution of the Agreement which the Party neither could have foreseen nor can prevent by reasonable measures (Force Majeure).

13.2. Upon occurrence of Force Majeure, the obligations under the Agreement shall be temporarily postponed until the cessation of the Force Majeure. If the Force Majeure continues for a period of three (3) months, either party shall have the right to terminate this Agreement in accordance with Article 9.1 with the notice period reduced to one (1) month.

13.3. Force Majeure shall include, but not be limited to, war, insurrection, earthquake, flood, fire and similar extraordinary occurrences beyond the Party's reasonable control.

## **14. CHOICE OF LAW AND LEGAL VENUE**

14.1. The Agreement, as well as any agreement associated with or resulting from it, is governed by the laws of Denmark, excluding the Danish rules as to conflicts of law.

14.2. Any dispute arising out of or in connection with the Agreement, as well as any agreement associated with or resulting from it, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

14.3. The place of arbitration shall be Copenhagen. The language of the arbitration shall be English. Decisions of the Arbitration Tribunal shall be binding and definitive.

## **15. LEGAL NOTICES**

15.1. The Parties have mandated the following staff members (the Contact Persons) to oversee implementation of the Agreement:

15.1.1. For DIHR:

Name: [ ]

Email: [ ]

15.1.2. For Consultant:

Name: [ ]

Email: [ ]

15.2. All notices required under the Agreement to be made in writing shall be personally served, sent by registered mail or sent by e-mail to the respective Contact Persons.

15.3. Unless the recipient provided proof that delivery took place at a later date, the notices shall be deemed to have been given as follows: if personally served, when served; if by registered mail, one week following the date of the receipt from the postal authorities; if by email, the first ordinary working day after transmission of the email.

15.4. The Parties shall promptly inform one another by notice of any change in their name, address, other contact details and Contact Persons.

## **16. GENERAL PROVISIONS**

16.1. Unless otherwise agree in the ToR, it is the exclusive responsibility of Consultant to pay all taxes accrued on the payment received from DIHR.

16.2. The Agreement shall not be assignable by either Party without the prior written consent of the other Party.

16.3. Consultant shall not make use of any sub-contractors or sub-supplier, except from those included in the tender (annex G), unless accepted in writing by DIHR. Under this agreement, the consultant is liable for all and any sub-contractors and/or partners in the same way and to the same extent as it is liable for its own activities. Disputes, etc. that arise between Consultant and sub-contractors and/or partners are of no concern of DIHR.

The Agreement does not give sub-contractors and/or partners of Consultant any right to submit claims for damages or compensation of any kind against DIHR

- 16.4. Consultant cannot remove or replace an assigned expert to the project without the prior written notice to DIHR. If, an expert is replaced, Consultant must submit the name and cv of the proposed new expert to DIHR for approval at least 4 weeks before the proposed new expert is required to start. DIHR must within one week from the receipt of the proposal accept or reject the new expert in writing. The proposed expert cannot start without the written approval from DIHR. If rejected, Consultant must submit the name and cv of another proposed expert. DIHR may request Consultant to remove or replace an expert, if DIHR has shown that there are substantial grounds for such removal or replacement. The removal or replacement of experts shall not have any bearing upon the implementation of the assignment. Consultant shall cover any costs related to the removal or replacement of experts.
- 16.5. The Agreement, along with the Annexes, contains the entire agreement between the Parties with respect to the issues contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. The Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties.
- 16.6. If any or more provisions of the Agreement shall be invalid or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remainder of the Agreement shall not be affected or impaired; in such event the Parties shall use their reasonable best efforts to achieve the purpose of the invalid or unenforceable provision by a new legally valid stipulation.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed in two identical copies, one for each Party, on their behalf as of the date and year first above written.

For and on behalf of the  
Danish Institute for Human Rights

For and on behalf of the *[Full name of Consultant NB: "For and on behalf of the" is not relevant if Consultant is a physical person – neither is "Name:" and "Title:".]*

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Name:

Title:

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Name:

Title:

**List of annexes:**

Annex A: Consultant's proposal for implementation of the project and methodology

Annex B: General guidelines for accounting; procurement; documentation and reporting for DIHR partners

Annex C: Anti-terror policy

Annex D: Anti-corruption policy

Annex E: The tender condition notice

Annex F: Consultant's tender

Project reference number

**THE DANISH  
INSTITUTE FOR  
HUMAN RIGHTS**

**REQUEST FOR FUNDS**

NAME OF PARTNER ORGANISATION	
PROJECT TITLE	
PROJECT PERIOD	
LATEST DISBURSEMENT (DATE AND SUM)	

**DISBURSEMENT REQUEST**

Date of this disbursement request	
Sum of this disbursement request	
<b>STATUS: HOLDING OF FUNDS</b>	<b>AMOUNT, CURRENCY</b>
Accumulated disbursements until today	
Total expenditures until today	
Accrued interest	
<b>RESULT (Funds left)</b>	<b>0</b>
<b>STATUS: DISBURSEMENTS</b>	
Budget (revised)	
Accumulated disbursements	
<b>Remaining disbursements</b>	<b>0</b>
<b>REQUEST OF FUNDS</b>	
<b>BANK DETAILS</b>	
Name of account holder	
Name of Bank	
Address of bank	
Account no.	
IBAN	
Date:	
Name:	Signature:

Project reference number

**THE DANISH  
INSTITUTE FOR  
HUMAN RIGHTS**

**RECEIPT OF PAYMENT**

NAME OF PARTNER ORGANISATION	
PROJECT TITLE	
PROJECT PERIOD	

**TRANSFER**

Transfer from	
Transfer to	
<b>Date of transfer</b>	<b>Amount in DKK</b>
	<b>Exchange rate</b>
	<b>Local currency</b>
	0
<b>STATUS</b>	
Budget (revised)	
Accumulated disbursements (incl. this one)	
<b>Remaining disbursements</b>	<b>0</b>
Date:	
Name:	Signature:

Project reference number

**THE DANISH  
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HUMAN RIGHTS**

**TRANSFER OF OWNERSHIP OF ASSETS**

NAME OF PARTNER ORGANISATION	
PROJECT TITLE	
PROJECT PERIOD	

ASSETS	Date of purchase	Purchase cost in EUR	Date of transfer	Description of Item
1.				
2.				
3.				
4.				
ect.				

**COMMENTS**

The above list applies to assets with a purchase cost < EUR 5000. Oversight of each item has been transferred.

Done in \_\_\_\_\_ on \_\_\_\_\_

DIHR

Partner

Date:

Date:

Name and position:

Name and position:

Signature:

Signature:

Date: Name and position: Signature:	Date: Name and position: Signature:
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THE DANISH  
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HUMAN RIGHTS

# ANTI-TERROR POLICY



# ZERO TOLERANCE TOWARDS TERRORISM

The Danish Institute for Human Rights works in countries where people, groups or entities with terror-related aims may be present.

The institute has zero tolerance towards terrorism regarding employees, business partners, partners in programmes or projects and other parties with which we cooperate.

The institute is obligated to ensure that funds, resources and assets are not made available for, or in other ways benefit, persons, groups or entities on the UN or EU terror lists. This obligation of the institute applies in connection with partnerships, employments, business partners or other cooperation.

All employees and collaboration partners of the institute must know and accept the anti-terror policy and enforce the principle of zero tolerance towards terrorism.

## **IMPLEMENTATION OF THE ANTI-TERROR POLICY**

Implementation of the anti-terror policy rests on three main elements:

- Prevention,
- Notification,
- Follow up and sanctions.

## **PREVENTIVE MEASURES**

**Partner contracts:** All partner contracts include an anti-terror clause under which partners guarantee that they are not on the UN or EU terror lists. Moreover, partners are obligated to ensure that funds, assets or resources transferred to them are not made available to, or in other ways benefit, persons on the UN or EU terror lists, e.g. in connection with local collaboration or allocation of aid. Partners are also obligated to keep up-to-date with the terror lists.

**Screening of projects and partnerships:** The institute will carry out regular screenings of partnerships in connection with implementation of the Institute's projects, to ensure that partners are not on the UN or EU terror lists. As partnerships often involve transfers of funds, this screening is important to prevent unintentional financing of terror-related objectives. The screening is carried out once a year in connection with the annual partner audit by the project manager.

**Screening of employees:** When hiring new employees, the HR department checks whether the person in question is on the UN or EU terror lists. Screening is carried out in connection with recruitment and before entering into an employment contract. The project manager for the relevant project will be responsible for locally recruited employees.

**Procurement of goods and services:** In connection with the procurement of goods or services exceeding DKK 250,000, there are checks to ensure that the supplier is not on UN or EU terror lists. The institute also observes Danish and EU rules for procurement of goods and services.

## **UN AND EU TERROR LISTS**

The UN terror list is revised at least every six months, and the updated list is available at this [link](#).<sup>1</sup>

The EU terror list is revised by the European Council at least every six months. The updated lists for Al-Qaeda are available at this [link and for the Taliban](#) at this [link](#).<sup>2</sup>

## **NOTIFICATION AND FOLLOW-UP**

All institute employees and partners are obligated to notify immediately their superior or contact person at the Institute, if they become aware of employees, business partners, partners in programmes or projects, or others with whom we work are listed on UN or EU terror lists. The institute will notify this to relevant donors.

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<sup>1</sup>The criteria for inclusion on the UN terror list are stated in section 2 of UN Security Council Resolution 1617 from 2005.

<sup>2</sup>The criteria for inclusion on the EU terror list are stated in article 1(2)-(4) of the joint Council opinion 2001/931/FUSP.

## **SANCTIONS**

If there is a reasonable suspicion that funds, assets or resources have been made available to persons, groups or entities on terror lists, sanctions involve:

- Cessation of contract with the terror-listed person, group or entity
- Repayment of funds.

Any decision about sanctions must be taken by the senior management of the institute following consultation with persons and institutions relevant in the given situation, including with partners or donors.

THE DANISH  
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ANTI-  
CORRUPTION  
POLICY

# CHAPTER 1

## INTRODUCTION

### **ZERO TOLERANCE TOWARDS CORRUPTION**

The anti-corruption policy provides guidance for how Institute employees must react when faced with corruption and corrupt behaviour. The policy also lays down guidelines on work to prevent, report and penalise corruption.

### **WHAT IS CORRUPTION?**

Corruption is defined as the abuse of entrusted power for private gain. Corruption is classified as bribery, fraud, embezzlement or extortion. However, corruption does not necessarily need to involve money changing hands; corruption can also be the execution of services to gain an advantage such as preferential treatment, special protection, extra service or shorter case-processing times.

### **ANTI-CORRUPTION: RULES OF CONDUCT**

All employees and partners<sup>1</sup> of the Institute who receive funds from the Danish Institute for Human Rights must respect and promote the principles mentioned below. The principles are based on the definition of corruption.

#### **1. Conflicts of interest**

Conflicts of interest arise in situations where an employee has a private interest that may potentially affect or seem to affect the impartial and objective performance of the employee's official duties. Private interests cover personal gain and gains or benefits for family, relatives, friends and persons or organisations to whom there is or has been a commercial or political affiliation.

**The employees of the Institute must avoid conflicts - real or potential - between personal interests and the interests of the Institute.**

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<sup>1</sup>Partners include organisations which receive assistance (traditional partnerships such as NGOs and government institutions with which capacity is built up and human rights are implemented), and the Institute's suppliers of goods and services.

## **2. Bribery**

Bribery is the act of offering, giving (active bribery), receiving, soliciting or accepting (passive bribery) any item of value to influence the actions of an employee in charge of a public or legal duty. Bribery is punishable under the Danish Criminal Code.

**The Danish Institute for Human Rights will not give or accept bribery in any form.**

## **3. Extortion**

Extortion occurs when an employee unlawfully demands or receives money or property through intimidation. Extortion may include threats of harm to a person or his/her property, threats to accuse him/her of a crime/illegal act, or threats to reveal embarrassing information. Extortion is punishable under the Danish Criminal Code.

**Employees of the Institute must not seek to influence any person or body by using their official position or by using force or threats.**

## **4. Fraudulent behaviour**

Fraudulent behaviour is the use of deception with the intention of obtaining a gain (financial or otherwise), avoiding an obligation or causing loss to others. This involves deliberately being dishonest or misleading, engaging in deceitful behaviour, practicing trickery or acting under false pretences. Fraudulent behaviour is punishable under the Danish Criminal Code.

**Employees at the Institute must not use deception, trickery or breach of confidence to gain an unfair or dishonest advantage.**

## **5. Embezzlement**

Embezzlement is the misappropriation or other diversion of property or funds legally entrusted to someone by virtue of his or her position. Embezzlement is punishable under the Danish Criminal Code.

**Employees of the Institute must not misappropriate or otherwise divert property or funds entrusted to them.**

## **6. Gifts**

In the context of corruption, a gift is a financial or other benefit, offered, given, solicited or received in the expectation of receiving a benefit in return. Gifts and hospitality may be in themselves a manifestation of corrupt behaviour. They may be used to facilitate corruption, or may give the appearance of corruption. Gifts may include cash or assets given as gifts. Hospitality may include meals, hotels, flights, entertainment or sporting events.

As a general rule, employees should not receive gifts or other benefits in connection with their work.

However, smaller gifts may be accepted in some cases. These could be in connection with events of a personal nature such as birthdays, anniversaries, resignations or similar. Situations may arise where the receipt of a gift may seem impolite or contrary to local customs or conventions. On the other hand, it may be customary in connection with visits from or at foreign partners.

Gestures which may be considered remuneration for a task performed, such as a couple of bottles of wine for doing a presentation, are not considered gifts. Neither are benefits granted internally at the workplace, such as donations for a staff party, small gifts during the holiday season and events of a personal nature.

**Employees at the Institute must not give, solicit or receive directly or indirectly any gift or other favour that may be seen to influence the exercise of their function, performance of duties or judgement.**

## **7. Nepotism and favouritism**

Nepotism is incidents where family and friends are favoured and treated advantageously due to close personal relations, rather than on the basis of a professional and objective assessment of their abilities and capabilities.

**Employees of the Institute must not favour friends, family or other close relations in recruitment, procurement, supply of financial or technical assistance, or other situations.**



## **IMPLEMENTATION OF THE ANTI-CORRUPTION POLICY**

Implementation of the policy rests on four main elements:

1. prevention,
2. follow-up and monitoring,
3. principles of transparency,
4. sanctions.

### **1. Preventive measures**

**Partner contracts:** All partner contracts include an anti-corruption clause, including that partners are to be familiar with the current anti-corruption policy. The clause also means that partners are obligated to notify the Institute immediately of breach or suspicion of breach of the rules.

**Procurement of goods and services:** The Danish Institute for Human Rights follows state and EU rules for procurement of goods and services, including tendering rules. These rules are described in the *Instructions regarding the procurement of goods and services*.

**Rules of conduct for employees:** All employees at the Danish Institute for Human Rights are bound by the rules of conduct, which, among other things impose zero tolerance towards corruption.

**Risk analysis:** In connection with preparations and drawing up of programmes and projects with collaboration partners, a risk analysis and an assessment of how to counter this risk is always carried out. The analysis describes the risk of corruption.

**Employee training:** Employees of the Institute are kept up-to-date on the anti-corruption policy, among other things, in the form of the internal project management training programme.

### **2. Follow-up and monitoring**

**Reporting corruption:** All employees are obligated to notify their superior immediately about any proof or suspicion of breach of one or more anti-corruption principles. This applies regardless of whether the case involves other employees, business partners and partners in programmes or projects.

Similarly, all employees are obligated to notify their superior about potential or current conflicts of interest; this includes giving or receiving gifts that may be construed as an attempt to influence an employee's or partner's performance of

his or her function, duties or judgement. Any type of bribery must be reported to the employee's superior.

Partners at the Danish Institute for Human Rights are obligated to notify their contact person at the Institute immediately under the same circumstances as Institute employees are obligated to notify their superior.

**Internal control:** There is ongoing supervision of the Institute's management of funds, among other things, according to the *Accounting instructions*, *Budget instructions*, and the *Instructions regarding externally financed activities*.

**Auditing and external supervision:** The Danish Institute for Human Rights is subject to annual audits carried out by the Auditor General's Office. Furthermore, the Ministry of Foreign Affairs of Denmark makes an inspection visit to the Institute at least once a year. All partners of the Institute are audited annually by audit firms approved by the Institute. The demand for annual partner audits is stated in the partnership contracts.

**Programme and project evaluations:** The Danish Institute for Human Rights carries out regular evaluations of projects and programmes in accordance with the *Evaluation policy for DIHR international interventions*. The evaluations measure, among other things, results and efficiency compared with indicators and objectives which will reveal excesses or waste possibly attributable to corruption.

### **3. Transparency and reporting**

The Institute submits evidence and reasonable suspicions of corruption to the general public, including the donor and the Ministry of Foreign Affairs of Denmark; the ministry responsible for the Institute.

**Reporting:** reports are submitted immediately to the donor and the Ministry of Foreign Affairs of Denmark.

**The general public** is informed. This happens through:

- The Institute website
- The annual report of the Institute.

Most often, publication will be anonymous to protect sources and not expose any innocent suspects.

The senior management of the Institute **assesses** whether there is sufficient evidence and whether the suspicion is reasonably founded.

#### **4. Sanctions**

Depending on the concrete assessment, the following sanctions may be imposed if there is proof and reasonable suspicion of corruption:

- Repayments of funds
- Contractual consequences in relation to third parties, including possible discontinuation of contracts
- Disciplinary measures in relation to employees, including possible dismissal or expulsion
- Notification to authorities in other countries
- Police report
- Other legal steps such as instituting civil legal proceedings.

After consultation with the persons and instances relevant in the given situation, the senior management of the Institute will make a decision regarding sanctions and involve, for example, partners, auditors, lawyers, the professional system or other authorities.

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