

Proj. no: []

CONSULTANCY AGREEMENT

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:

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 6.
- 1.4. Assignment Period: The period defined in Article 3.
- 1.5. Consultant: *[full name of Consultant]*.
- 1.6. Contact Person: Persons mandated to oversee implementation and receive written notices, cf. Article 14.
- 1.7. DIHR: The Danish Institute for Human Rights.
- 1.8. Force Majeure: Events defined in Article 12.
- 1.9. Party/Parties: Either of DIHR and Consultant or both of DIHR and Consultant as applicable.

2. SUBJECT OF THE AGREEMENT

- 2.1. Consultant will *[set out assignment to be carried out, e.g. translation of document, facilitation of workshop etc. with indication of deadlines/dates for carrying out the agreed work. Alternatively this can be done in separate Terms of Reference that will then be enclosed as Annex A to the Agreement]* (the Assignment) on the terms set out in the Agreement.

3. TERM

- 3.1. The Agreement shall commence on [start date] and shall continue until [end date – *this will normally be the day that the Assignment has been carried out and payment done*] (the Assignment Period), unless earlier terminated in accordance with Article 8.

4. PAYMENT

- 4.1. DIHR will pay *[set out the agreed amount to be paid by DIHR. This can either be a lump sum or be specified in fee, reimbursables etc.; the fee might be specified in specific amounts for specific parts of the Assignments, as a specific amount for a day's or an hour's work etc. Do not forget to indicate whether payment of VAT or not.]* in full consideration for the Consultant's complete implementation of the Assignment.
- 4.2. Within one (1) week after approval of the Assignment Completion Statement, cf. Article 6.1, DIHR will take all steps necessary to effect payment in full. Payment will then pass through the payment system of the Danish state before being settled through the bank system.

4.3. 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. RECEIPTS AND INVOICES

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 *[if donor's rules demand longer period, this must be changed accordingly here]*.

6. ASSIGNMENT COMPLETION STATEMENT

6.1. Within one month of the finalisation of the complete Assignment Consultant will forward to DIHR an Assignment Completion Statement (in English), consisting of a (i) financial statement setting out the calculation of the amount requested, specified as indicated in Article 4.1 with receipts for all costs to be reimbursed and (ii) brief information as to the activities carried out to complete the Assignment. Within three (3) weeks of receiving such statement, DIHR will either approve or reject it.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. 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 this assignment, unless it is obvious that such use will be detrimental to the interest of DIHR.

8. TERMINATION

8.1. 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 8.2. 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:

- 8.1.1. inability to pay its debts as and when they fall due;
 - 8.1.2. liquidation or bankruptcy;
 - 8.1.3. failure to maintain a lawful registration with local and/or national authorities;
 - 8.1.4. being closed down as an independent organisation or institution; and
 - 8.1.5. failure to ensure at any time its independency of ethnic or political affiliations, parties, movements or fractions.
- 8.2. Instead of terminating the Agreement in case of material breach as set out in Article 8.1, the Party not in breach is entitled to suspend its fulfilment of its obligations under the Agreement until the material breach is remedied.
 - 8.3. In cases of wilful material breach of Agreement or in cases of corruption or other prohibited practices, cf. Article 10, the Party not in breach is entitled to terminate the contract with immediate effect.
 - 8.4. If termination is due to material breach of the Agreement by Consultant, cf. Article 8.1, Consultant shall not be entitled to any payments from DIHR. DIHR may decide to provide partial payment to the extent Consultant has delivered part of the Assignment and such part is of use to DIHR by itself.
 - 8.5. If termination is due to breach of the Agreement by DIHR, cf. Article 8.1, Consultant shall be entitled to full payment for all work carried out by Consultant at the time of termination.
 - 8.6. The obligations of the Parties under Article 11 shall remain in effect for a period of five (5) years following termination of the Agreement, unless otherwise agreed in writing.

9. HUMAN RIGHTS BASED APPROACH

- 9.1. 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.

- 9.2. DIHR will assist Consultant to adhere to the provisions set out in Article 9.1.

10. TERROR, CORRUPTION AND OTHER PROHIBITED PRACTICES

- 10.1. 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.
- 10.2. 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.
- 10.3. Any violation of the provisions set out in this Article 10 will be considered a material breach of the Agreement, cf. Article 78, and in addition give rise to any other corrective action as appropriate, including civil or criminal action.

11. CONFIDENTIALITY

- 11.1. 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.

12. FORCE MAJEURE

- 12.1. 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).

- 12.2. 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 8.1.
- 12.3. Force Majeure shall include, but not be limited to, war, insurrection, earthquake, flood, fire and similar extraordinary occurrences beyond the Party's reasonable control.

13. CHOICE OF LAW AND LEGAL VENUE

- 13.1. *[This whole Article 13 can be deleted if the Consultant is Danish as it is in such case obvious that the contract is subject to Danish law.]* 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.
- 13.2. 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.
- 13.3. 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.

14. LEGAL NOTICES

- 14.1. The Parties have mandated the following staff members (the Contact Persons) to oversee implementation of the Agreement:
 - 14.1.1. For DIHR:
 - Name:
 - Email:
 - 14.1.2. For Consultant:
 - Name:
 - Email:
- 14.2. 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.

- 14.3. 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.
- 14.4. The Parties shall promptly inform one another by notice of any change in their name, address, other contact details and Contact Persons.

15. GENERAL PROVISIONS

- 15.1. Unless otherwise agree in the ToR, it is the exclusive responsibility of Consultant to pay all taxes accrued on the payment received from DIHR.
- 15.2. The Agreement shall not be assignable by either Party without the prior written consent of the other Party.
- 15.3. 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.
- 15.4. 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

Name:
Title:

“Title:”.]

Name:
Title:

General Guidelines
for Accounting, Documentation, Auditing and Reporting for
DIHR Project Partners

Section 1 _ Scope

The present General Guidelines for accounting, documentation, auditing, reporting, etc. apply to all bodies who, on a bilateral basis, via DIHR receive official grants for the financing of activities performed by such bodies.

The Guidelines cover grant assistance in the form of contributions for full or partial financing of the above mentioned activities, on which DIHR and the recipient body have entered agreement.

Section 2 _ Grants and Disbursements

The amount of the grant administered by DIHR, its designated use, and the expected period of disbursement are specified in the Project Document and Contract (hereafter, the agreement). The Agreement shall include a budget broken down into major items, and a timetable for the disbursement of the Danish grant.

Disbursement of funds via DIHR in accordance with the existing Agreement is effected on the basis of a request addressed to DIHR. The request for payment must state a separate bank account to which the funds are to be transferred. Immediately after receiving any transfer the recipient country shall forward a receipt to DIHR, stating the date the transfer was received and the value in local currency.

DIHR may withhold part payment of a grant until the recipient body has submitted sufficient documentation that previously disbursed funds have been spent in accordance with the Agreement.

Unspent funds shall be repaid to DIHR, or if agreed upon, be credited against subsequent grants authorized under any future extension of the Agreement. Any use of funds granted by DIHR after the end of the period of the Agreement is subject to resumed negotiations with DIHR and subsequent approval. Any interest income associated with the grant is to be returned to DIHR

Spending in excess of the allocated activity budgets, also when the excess spending has been caused by increased costs, is no concern of the DIHR, unless provisions to this effect have been explicitly agreed upon in advance.

Section 3 _ Application of Grants and Reporting Procedure

Grants administered by DIHR shall be spent solely on the objectives specified in the Agreement. The recipient body is expected to ensure maximum adherence to the timetables fixed for the implementation of activities and to see to it that the grant is spent in accordance with the approved budgets.

Major budget shifts or reallocations of the grant can be made only after prior written agreement with DIHR.

It is incumbent on the recipient body to resume negotiations with DIHR where changes in activities not envisaged by the agreement prove necessary. This applies also, where a delay occurs in the envisaged progress of activities, or where any other essential changes occur in the original conditions of the grant.

Values owned by the project can be sold only by prior written agreement with DIHR. The highest possible yield must be obtained at the sale. It can be conducted by i) a public auction or ii) any other ways where it can be proved that the selling price corresponds with the market price e.g. by obtained control offers. The income of sales shall be reflected in the subsequent expenditure statement and annual audit of the project.

As specified in the Agreement, the recipient body must report on the over_all progress of activities. These reports shall include facts and figures on the results achieved.

When activities have been completed or an agreement has expired, it is incumbent on the recipient body, in liaison and after prior consultation with DIHR, to prepare a final report, which is to be submitted together with the accounts.

DIHR, or any person or institution so designated by DIHR, is entitled (a) at any time to request the recipient body to submit all relevant information which has a bearing on the implementation and progress of activities, and (b) to carry out inspection at any time during the period covered by the Agreement.

Section 4 _ Accounting

It is incumbent on the authorities of the recipient body to see to it, that the use of the grant administered by DIHR is fully accounted for. Thus, as a rule DIHR expects:

- grants disbursed by DIHR to be entered into a separate account as income,
- grants disbursed by DIHR to appear explicitly in the overall accounting along with a full specification of any other income, being that grants or other,
- expenditure to be specified in the accounts under the same groupings, and with at

- least the amount of detail, as in the activity budgets and the original agreement,
- expenditure in relation to activities earmarked as funded by specific grants is subject to separate, specified accounts for the individual activities,
 - the balance of unused parts of the grant disbursed by DIHR to appear from the accounts at all times,
 - an inventory and depreciation account to be kept of major assets, such as automobiles, computers, photocopy-machines, etc.,
 - accounts to be signed by the authority responsible for the activities as well by the auditors, confer Section 6..

Accounts shall be classified in main accounts and matching sub accounts. The main accounts shall as a minimum include (a) salary expenditures, (b) facilities and (c) contingencies as well as other main accounts when applicable. The classification of the accounts should in general be the same as in the Agreement with DIHR.

Biannually, or as specified in the Agreement, the recipient body shall to DIHR submit accounts for the overall activities and the separate account. Accounts should be submitted not later than two months after expiry of the agreed financial periods.

It is incumbent on the recipient body to submit the final accounts within three (3) months after the completion of an activity or after the expiry/termination of the Agreement. These accounts must show a final balance for the total grant disbursed in accordance with the Agreement. Any balance in DIHR's favour must at the same time be repaid, cf. Section 2.

Where the Agreement at its expiry provides for a formal transfer of major assets paid for by the grant administered by DIHR, the the recipient body is required to prepare and obtain DIHR's acceptance of a detailed list of these items and their values. This list shall be included in the transfer documents. All taxes, including but not limited to VAT, transfer taxes and similar taxes, imposed due to such transfer shall be borne by the recipient body.

Section 5 _ Recording of the Danida account

All transactions shall be recorded so they can be traced back to the financial statements cf. section 4, i.e all transactions must be entered into the account and relevant sub-accounts. The recording and the matching vouchers and documentation shall contain the necessary information to guarantee authenticity of the transactions for latter auditing. Recording shall be carried out chronologically and on an ongoing basis.

All expenditures shall be documented with receipts signed by the bookkeeper and countersigned by the responsible authority. On a monthly basis the account shall be made up comparing interim consumption with the budget for each of the posts in the account as well as the total. The budget posts on the account may not be overdrawn without prior consulting

with DIHR. All transactions under the contingencies post shall be given a detailed explanation.

Cash holdings are subject to separate and particularly careful accounting with the cash balance at all times kept to the minimum amount necessary for a smooth operation of activities. Cash withdrawals are taken from the relevant bank account.

Whenever money is taken from the cash holdings for outlays the transaction must be followed by a receipt signed by the bookkeeper. Expenditures of the outlay shall be verified by vouchers and subsequently balanced with the outlay. The cash holdings shall be reconciled once a week with expenditures entering the accounts in the normal manner. Once a month when the separate account is made up the cash balance should be included as well as the status of the bank account.

Section 6 _ Audit

All annual accounts rendered by the recipient body must be fully audited. The audit must be carried out annually by an independent and certified auditor acceptable to DIHR and must include a certified English translation of the financial statement when English is not the language of audit. The audited financial statements shall be submitted to DIHR no later than three (3) months after expiry of the financial period. Grants disbursed by DIHR must appear explicitly in the overall accounting along with a full specification of any other income, being that grants or other.

The audit of the accounts shall be substantiated by a signed audit report, accompanied by comments, if any, in the auditor's record.

Where necessary, the recipient body shall assist auditors designated by DIHR whenever the latter during the period of the Agreement may wish to inspect the activities covered by the Agreement. In this context, the recipient body shall agree to allow the auditors to study reports, accounts, inventories, and other relevant material with a view to assessing the implementation of the activities on the basis of the Agreement and the present Guidelines.

Section 7 - Reporting Components and Formats

Reports to be submitted by the consultant shall comply the guidelines as set out in:

'General guidelines for Accounting and Auditing of Grants channeled through National NGOs', Danida – August 2007

- Please note on page 3, referring to bank interests gained on accumulated funds to be returned to the Danish Embassy unless otherwise agreed, in this case the funds shall be returned to DIHR.

The Guidelines can be obtained on request to DIHR.

THE DANISH
INSTITUTE FOR
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](#).¹

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](#).²

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.

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

²The 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.

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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 partners¹ 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.

¹Partners 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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