

Proj. no: []

**CONSULTANCY AGREEMENT ON
SUPPORT TO ORGANISATIONAL DEVELOPMENT – THE
NETWORK SECRETARIAT FOR THE REGIONAL NETWORK OF
NATIONAL HUMAN RIGHTS INSTITUTIONS IN THE AMERICAS**

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 project (grant) that aims, inter alia, to support the Network of National Human Rights Institutions in the Americas. The network has not yet established a permanent secretariat and the operations of the secretariat are therefore carried out by an elected NHRI based on rotation. Therefore, the quality of the operations of the secretariat will depend on the technical, financial and human resources of the NHRI acting as secretariat at a given time.

In the first meeting of the Committee of Coordination of the network, carried out on the 6th and 7th of July 2017 in Quito, it was decided to establish a permanent secretariat for the Network of National Human Rights Institutions in the Americas.

The general objective of the tender is therefore to analyse the opportunities and viability of establishing a permanent secretariat for the Network of National Human Rights Institutions in the Americas to be in charge of carrying out the daily activities of the network.

Specific objectives:

1. Elaborate a technical justification for the necessity of legally establishing the Network of National Human Rights Institutions in the Americas and with it: a permanent technical organ.
2. Identify the most viable options for the legal establishment of the Network of National Human Rights Institutions in the Americas and the establishment and functioning of the permanent technical organ, according to information provided by the NHRIs and through acquirement of additional information.
3. Propose a reform of the Statute of the Network of National Human Rights Institutions in the Americas in order to optimize the functioning of the network and reflect the proposed changes for its strengthening.

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 – the Network of National Human Rights Institutions in the Americas"

2. SUBJECT OF THE AGREEMENT

- 2.1. Consultant is assigned to assist in implementing the Project "Support to organisational development – the Network of National Human Rights Institutions in the Americas" 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 24.000 for consultancy fees and EUR 3.000 for travel expenditures.
- 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

Name:
Title:

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:".]

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