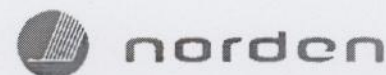


PROJECT AGREEMENT



1. Project information

Project title	Support for Civil Society and Equality in Baltic		
Project number	14224	NCM ref. no.	14-00768
Project start date	05-11-2014	Project completion date	31-12-2015
Advisor at NCM	Izabela Butenko-Olesen	Administrative contact	Karin Charlotte Hansen

2. Parties to the agreement

This agreement has been entered into between the Nordic Council of Ministers, Ved Stranden 18, DK-1061 Copenhagen K, and

Administrative body	Women Rights Institute Parka street 2 - 8 LV-4064 Aloja
Project Manager	Laila Balga

3. Grant

Grant	DKK 435.252,00
Year of grant	2014
Payment	Funds are requested via the project portal as follows (%): 40-45-15 1. Instalment can be requested when the Nordic Council of Ministers has received the signed agreement. 2. Instalment can be requested during the project period on submission of a status report. 3. Instalment can be requested after 31-12-2015 on submission of a final report.

Overheads	The administrative body is entitled to include overhead costs for the project as follows: Percentage of the grant: 0,00 %
Interest	Interest accrued by the programme on funds paid out by the Nordic Council of Ministers belongs to the administrative body.

4. Purpose/expected results/limitations/organisation

Purpose	In the period of 18 months Women Rights Institute (Latvia) in partnership with Women's Union of the Kaliningrad Region (Russia), Eesti People to People (Estonia), NGO Institute for social inovations, initiatives and inclusion (Lithuania), Stowarzyszenie Vesuvio (Poland), KUN Centre for Gender Equality (Norway), Alliance - Russian-speaking Youth Organisation of Helsinki (Finland) and Sverigefinska folkhögskolan (Sweden) would like to support the promotion of democracy and civic society through co-operation between NGOs in the Baltic Sea Region.
Goal/expected results	Envisaged results: 1. Increased knowledge and experience of 34 leaders and volunteers of NGOs in Latvia, Russia, Estonia, Lithuania, Poland, Norway, Finland and Sweden on position and role of NGO in the Baltic Sea Region in relation to co-operation in the Nordic Countries and participation in other regional and international bodies; civil society, labour market and working environment policy; economic questions; Nordic cultural co-operation; legislative issues; educational and research issues; sustainable development; gender equality and other. 2. Increased knowledge of 168 leaders of NGO in Latvia, Russia, Estonia, Lithuania, Poland, Norway, Finland and Sweden in opportunities of co-

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	<p>operation with North-West Russia, Baltic and Northern Countries in relation to establishment of civic society and fortification of equality.</p> <p>3. Increased knowledge and experience as well as provided preparation of suggestions of 328 leaders and volunteers of NGOs in Latvia, Russia, Estonia, Lithuania, Poland, Norway, Finland and Sweden on opportunities of co-operation with North-West Russia, Baltic and Northern Countries in relation to establishment of civic society and fortification of equality.</p> <p>4. Increased knowledge and experience of 20 leaders of NGOs in Latvia and Kaliningrad region, Russia, as well as planned cooperation opportunities with North-West Russia in the Baltic Sea Region in relation to establishment of civic society and fortification of gender equality.</p> <p>5. Increased knowledge and experience of 208 leaders and volunteers of NGOs in Latvia, Russia, Estonia, Lithuania, Poland, Norway, Finland and as well as promoted cooperation in joint projects and provided preparation of suggestions on cooperation opportunities with North-West Russia and other countries of the Baltic Sea Region in relation to establishment of civic society and fortification of equality.</p> <p>6. At least 240 000 users of internet in Latvia, Russia, Estonia, Lithuania, Poland, Norway, Finland and Sweden provided with access to information on goals and results of project by creation of the website.</p>
Limitations	N/A
Project organisation	The administrative body is responsible for the management of the project.

5. Terms and conditions

The attached Appendix 1, "Standard Terms and Conditions for the Nordic Council of Ministers' Project Agreements (valid from 9/10-2014)", applies to this project. Any deviations from the Standard Terms and Conditions are accounted for below.

Material	See Standard Terms and Conditions
Project rights	See Standard Terms and Conditions
Termination	See Standard Terms and Conditions
Deviations from Standard Terms and Conditions	
Other terms and conditions	

6. Appendices

Appendix no.	Title
1	Standard Terms and Conditions for the Nordic Council of Ministers' Project Agreements (9/10-2014)
14-00768-2	NGO 63 nyt budget
14-00768-3	NGO 63 ansøgning

Laila Dalgén

7. Signatures

For the Nordic Council of Ministers
Copenhagen, Date 24.11.2014

Izabela Butenko-Olesen

Advisor Izabela Butenko-Olesen

Copenhagen, Date 25/11 2014
for Kenneth Broman

Kenneth Broman

Chief of Staff Kenneth Broman

For Women Rights Institute

Date 04/12/2014

Laila Balga

Laila Balga



Appendix 1:

Standard Terms and Conditions for the Nordic Council of Ministers' Project Agreements (09/10/2014)

1. The administrative body's responsibilities and tasks

The administrative body is responsible for ensuring that the project is operated in accordance with the objectives, financial framework and timelines stipulated in the project agreement.

The administrative body shall plan and run the project properly and effectively, ensuring as a minimum that the project is, to the greatest extent possible, financially and administratively managed in the same manner as the administrative body's own ordinary activities, including keeping accounting records for the project.

As well as general responsibility, the administrative body assumes administrative responsibility for the project, including compliance control, in accordance with national legislation.

The administrative body's obligations and responsibilities under this agreement are not restricted by the fact that individuals, agencies, groups or other parties, subject to agreement with the Nordic Council of Ministers, have assumed responsibilities and obligations for the implementation of the project. However, the administrative body is under an obligation to observe such third-party agreements.

1.1 Project management

The administrative body is responsible for managing the project, and shall appoint a project manager as per section 2 of these Terms and Conditions. The project manager's primary task is to represent the administrative body vis-à-vis the Nordic Council of Ministers, unless other arrangements are stipulated in the project agreement.

It is the duty of the administrative body to ensure that the project manager fulfils his or her assigned responsibilities and tasks. The project manager is responsible to the management of the administrative body for ensuring that the project proceeds as planned and includes the agreed content. The project manager shall verify all expenses incurred by the project.

If, during the course of the project, it becomes necessary to replace the project manager, the Nordic Council of Ministers must be informed of this as soon as possible. Provided the Nordic Council of Ministers has participated in selection of the original project manager, the Nordic Council of Ministers is entitled to participate in selection of the new project manager.

The administrative body is obliged to inform the Nordic Council of Ministers immediately of any circumstances that may delay completion of the project or otherwise impede fulfilment of the project's objectives.

Upon the request of the Nordic Council of Ministers, the administrative body shall at all times provide

information on the status of the project and access to all information relating to the project, regardless of type or storage medium.

1.2 Employer liabilities and obligations

In accordance with the national legislation to which it is subject, the administrative body assumes the liability of an employer for the project manager, the administrative body's other employees and such other third parties as may participate in or provide support for the preparation or implementation of the project agreement or otherwise carry out work in relation to the project or on the administrative body's instructions.

The Nordic Council of Ministers cannot be held responsible in any way for the actions or omissions of individuals involved in fulfilling the project agreement.

The administrative body is also responsible for contact with the relevant authorities and, in relation to its own employees, responsibility for dealing with pay, tax, duties, pensions, insurance, etc.

Under this regulation, responsibility and liability lies with the administrative body, regardless of the extent to which the project manager, other employees or third parties were appointed by or directly/indirectly selected by the administrative body, and regardless of whether the administrative body has informed or notified the Nordic Council of Ministers of this.

1.3 Funds for sub-projects or activities

If the administrative body engages a third party to perform tasks within the framework of the project agreement, and thus allocates funds to sub-projects or activities, there must be a written agreement with the third party concerned ensuring that the administrative body's obligations to the Nordic Council of Ministers are consistently met.

The administrative body is responsible to the Nordic Council of Ministers for the overall reporting back and presentation of financial statements for the project, and must ensure that reports and financial statements for all sub-projects and activities are submitted to the administrative body. Reports and financial statements must be submitted at least once a year and always when project activities are completed.

2. Agreement period

The administrative body is responsible for ensuring that the project is managed and completed within the agreed period, in accordance with section 1 of the project agreement on start and completion dates. Where there are particular grounds to do so, the administrative body must submit a written request to the Nordic Council of Ministers for a postponement of the completion date. The request must be submitted as soon as possible and definitely no later than the originally agreed completion date.

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The project agreement remains in force until the project has been completed and the Nordic Council of Ministers has approved the final report and accounts. However, in accordance with the general statute of limitation rules of Danish law, responsibility for the project rests with the administrative body until such time as this responsibility lapses.

3. Funding and payment of project grants

The grant stipulated in the agreement includes all costs incurred by the administrative body in connection with the project.

If the project is completed at a cost lower than the grant, the surplus funds belong to the Nordic Council of Ministers.

The Nordic Council of Ministers is under no obligation to finance any additional costs that the administrative body might incur during the project.

All payments are triggered by requests submitted via the project portal run by the Nordic Council of Ministers' Secretariat.

4. Purchase of equipment

Necessary materials – including IT equipment – may only be purchased if the acquisition is listed in the project agreement or if written approval is obtained from the Nordic Council of Ministers. All equipment paid for out of project grants belongs to the Nordic Council of Ministers on completion of the project.

The administrative body is responsible for ensuring that all equipment paid for out of project grants is returned to the Nordic Council of Ministers on completion of the project.

Insofar as the administrative body may wish to purchase such equipment on completion of the project, the purchase can be made in return for payment of the purchase price or a deduction from the project funds, depreciated by a percentage agreed with the Nordic Council of Ministers.

5. Reporting, accounting and auditing

Each time that the administrative body requests a (partial) payment of project funding as per the project agreement, it must send a status report via the Nordic Council of Ministers' web portal.

No later than two months after completion of the project, the administrative body must submit a comprehensive final report, an evaluation and a complete set of project accounts via the web portal. The final instalment of project funds cannot be paid out until the Nordic Council of Ministers has received and approved the final project report.

The administrative body must store all relevant information concerning the project, including accounting records, for the entire project term and for at least five years after completion, regardless of type and storage medium. The administrative body must provide full access to this information throughout the storage period, or so long as the information or any

portion of it remains in existence, upon request of the Nordic Council of Ministers or the National Audit Office in the country in which the administrative body is domiciled. Administrative bodies domiciled in a country that does not participate in Nordic co-operation under the agreement of 23 March 1962 (the Treaty of Helsinki) are obliged to permit the Danish National Audit Office full access to the relevant information.

Project funds must be included in the regular audit of the administrative body. The inter-Nordic audit scheme applies to all activities funded via the Nordic Council of Ministers' budget. This means that overall audit responsibility for the project funds rests with the National Audit Office in the country in which the administrative body is domiciled.

If the funding resulted from a call for applications, the administrative body must draw up a separate set of accounts for it and these accounts must be endorsed by the member of staff responsible for financial matters. If the administrative body's accounts are not audited by the national audit office in one of the Nordic countries and the total funding amount is DKK 200,000 or more, the accounts must also be endorsed by the administrative body's accountant.

The administrative body also has responsibility for paying all taxes and duties for which it may be liable to the relevant tax authorities.

6. Project results

The administrative body undertakes to supply the products and services defined in the project agreement and covered by the funding from the Nordic Council of Ministers in a form and with a quality commensurate with efficient company management.

The administrative body undertakes to comply with the current Nordic Council of Ministers' publishing strategy, as well as other guidelines for publication and distribution that may be set by the Nordic Council of Ministers.

6.1 Rights

Unless otherwise specified in the project agreement, all property rights, copyrights and all other rights arising from materials and results produced by the project belong to the Nordic Council of Ministers. However, the administrative body is entitled to use the material produced by the project provided that:

- such use is of general interest, i.e. it does not just form part of the internal activities of the Nordic Council of Ministers,
- such use requires substantial rewriting or processing of the material, i.e. the whole material or parts thereof cannot simply be copied,
- such use does not conflict with the duty of confidentiality under item 8 of these Terms and Conditions,
- such use is not for commercial purposes, and
- such use does not infringe the property rights, copyrights or other rights of third parties.

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Furthermore, all publication rights, in all existing and future printed and electronic formats, belong to the Nordic Council of Ministers. The Nordic Council of Ministers is also entitled to translate the materials and results into other languages.

6.2 Third-party rights

The administrative body undertakes, in all cases, to be in possession of all necessary rights to materials, including images, supplied to the Nordic Council of Ministers as per the project agreement, such that the Nordic Council of Ministers' use of the material is neither hindered nor limited. The administrative body is obliged to ensure that the Nordic Council of Ministers has the right to publish and use all images for both online and printed publications.

In this context, the administrative body undertakes to indemnify the Nordic Council of Ministers against any claim for infringement of third-party rights that might arise as a result of the Nordic Council of Ministers using materials supplied by the administrative body.

7. Force majeure

Neither the Nordic Council nor the administrative body will be considered liable to other parties if such liability arises from circumstances that are beyond the parties' control, which the parties could not have taken into consideration on entering into the project agreement, and could not have avoided or overcome. *Force majeure* can only be invoked if the invoking party has given written notice to the other party no later than ten working days after the situation to which it applies has arisen.

8. Confidentiality

The administrative body has an absolute duty of confidentiality regarding information and matters that may come to its attention as a result of the project and which, due to their nature or by request from the Nordic Council of Ministers, must be treated as confidential. This duty of confidentiality remains in effect after the completion of the project.

The administrative body is required to comply with the instructions concerning openness laid down by the Nordic Council of Ministers and to ensure that all individuals involved in the project also comply with these instructions.

9. Breach of agreement and compensation

If the administrative body is in significant breach of its obligations under the project agreement, e.g. by failing to meet its obligations with regard to the supply of goods and services, the Nordic Council of Ministers can terminate the project agreement and demand repayment of funds, irrespective of whether part of the project has been completed. To the extent that it benefits from the partial completion of the project, the Nordic Council of Ministers can reduce the repayment accordingly. The administrative body must pay all costs arising from any breach of its obligations under the project agreement.

If final accounts are submitted later than the deadline specified in section 5, the Nordic Council of Ministers is entitled to reduce the agreed contract sum by 15% for each month that the deadline is exceeded.

In accordance with the general compensation rules specified in Danish legislation, the Nordic Council of Ministers can claim compensation for loss suffered as a result of the administrative body breaching its obligations under the project agreement.

10. Transfer

The Nordic Council of Ministers is entitled to transfer its rights and obligations under the project agreement to a public authority or to an institution that is publicly owned or which receives substantial public funding.

The administrative body cannot transfer its rights and obligations under the project agreement without the prior written approval of the Nordic Council of Ministers.

11. Termination

Either party has the right to terminate the project agreement, subject to three months' notice. Upon termination of the agreement, the Nordic Council of Ministers must not pay for anything other than those parts of the project completed by the termination date, or any unavoidable costs associated with discontinuing and winding up the project. However, in all circumstances, the Nordic Council of Ministers is entitled to refuse to provide funds if it finds that the administrative body has not properly documented the costs incurred.

12. Disputes

Where any dispute may arise between the Nordic Council of Ministers and the administrative body in relation to the project agreement, the parties should in the first instance seek to resolve it amicably.

Where disputes cannot be resolved amicably, any dispute that may arise in relation to the project agreement, including disputes about its existence or validity, will be settled by arbitration in accordance with the rules of procedure of the Danish Institute of Arbitration and in accordance with Danish law as applicable to projects of the Nordic Council of Ministers. In such cases, each party appoints one arbitrator and the chairperson of the tribunal is appointed by the Danish Institute of Arbitration. If, within 30 days of having requested or received notification of a request for arbitration, either party has failed to appoint an arbitrator, the Danish Institute of Arbitration will appoint one in accordance with the above-mentioned rules.

13. Amendment of Standard Terms and Conditions

The Nordic Council of Ministers reserves the right to amend these Standard Terms and Conditions at any time. In the event of significant amendments, the Nordic Council of Ministers is obliged to inform the administrative body of the amendment(s) in question and provide no less than three months' notice of the amendment taking effect.