



Norwegian People's Aid

Rwanda

Contract between Norwegian People's Aid and Cooperating Partner Health Development Initiative (HDI)

PREAMBLE

This Contract is entered into on the **23rd day of the month of February 2024** between Norwegian People's Aid, represented by its representative in Rwanda, hereinafter referred to as **NPA**, and **Health Development Initiative (HDI)**, herein after referred to as the Cooperating Partner.

NPA and the Cooperating Partner have agreed to cooperate on the terms and conditions stated hereunder for the implementation of the **Civic Space Advancement Project (CSAP)** hereinafter called The Project.

Duration of this contract is from 1st December 2023 through 30th November 2025.

The partnership is based on the principles of NPA's Partnership Policy, and will promote active dialogue, mutual trust and accountability, openness, commitment and respect for each other's autonomy, integrity and identity. NPA also acknowledges that varying access to resources and authority may create relationships of inequality between parties, and thereby a traditional donor-recipient relationship. NPA's cooperation with partners aims at reducing such imbalances.

This contract governs the funding aspect of the partnership.

1. SCOPE OF THE PROJECT

1.1 The scope of The Project comprises of the following major components:

The General Objective of the CSAP project:

To enhance civic space for civil society in promoting human rights and strengthening democracy in Rwanda.

Outcome 3: Improved accountability of healthcare providers on malpractices and violations of health care service users' rights (led by HDI)

Specific Objective 3: To enhance medical service liability by promoting patients' rights awareness and ensuring accountability of health-care service providers.

Outputs	Planned Activities
<u>Outcome 3 - Output 3.1:</u> Public awareness of patients' rights is widespread, influencing societal expectations and demands for equitable and patient-cantered care	3.1.1 Develop and disseminate educative videos on patient rights. 3.1.2 Producing and disseminating IEC materials on patient's rights. 3.1.3 Radio/TV talk shows and social media campaign on social media. 3.1.4 Celebration of world patient right day. 3.1.5 Sensitization meeting of healthcare providers on human rights of health service users/patient in their health facilities.

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<u>Outcome 3 - Output 3.2:</u> Healthcare providers and institutions demonstrate compliance with the highest attainable healthcare standards.	3.2.1 Training of health professional associations on human rights of health service users/patient. 3.2.2 Conduct quarterly monitoring visits.
<u>Outcome 3 - Output 3.3:</u> Legal practitioners and CSOs drive systematic changes, ensuring patients' rights are protected through effective advocacy and litigation.	3.3.1 Training of media on the documentation and reporting cases of patients' rights violations. 3.3.2 Capacity building of legal professionals on litigation patient rights.
<u>Outcome 3 - Output 3.4:</u> Improved policy, legal, regulatory, and institutional frameworks governing medical liability in the health care	3.4.1 Conduct a survey on the status of patients' satisfaction on the quality of healthcare services provision including medical liability. 3.4.2 Establish innovative (e.g. digital) mechanisms for patient complaints and feedback. 3.4.3 Conduct national dialogue on human rights of health service users/patient. 3.4.4 Advocate for changes of unfavorable policy and institutional practices that hinder the environment for the provision of patient-centric healthcare services.

- 1.2 These components are more fully described in the Project Document, including a budget, and is attached to and made part of this Contract as Appendix 1.

2. OBLIGATIONS OF THE COOPERATING PARTNER

- 2.1 The Cooperating Partner shall ensure that it is operating within the national legislation.
- 2.2 The Cooperating Partner shall ascertain that funds made available in accordance with this Contract are not used in violation of international human rights treaties.
- 2.3 The Cooperating Partner shall comply with the provisions of the grant agreement between NPA and the back-donors, as specified in Annex 7 "Convention of Implementation CSAP 2023 Rwanda", agreement between the Belgian Government and NPA regarding CSAP Project. Furthermore, the Cooperating Partner shall cooperate with NPA to ensure NPA is able to fulfil its obligations under the aforementioned grant agreement between NPA and the Belgian Government.
- 2.4 The Cooperating Partner shall implement The Project with due care and diligence in accordance with the objectives, terms and conditions specified in this Contract and its appendices and within the mutually agreed budget.

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- 2.5 All employees engaged by the Cooperating Partner will be under the sole employment of the Cooperating Partner without any legal relationship whatsoever with NPA. The Cooperating Partner shall indemnify and hold NPA harmless against any claims, damages, expenses or costs by such employees.
- 2.6 The Cooperating Partner shall ensure that all its employees sign a written contract of employment.
- 2.7 The Cooperating Partner is required to have in place and practise a zero-tolerance policy against corruption and other financial irregularities related to all their activities. In the event the Cooperating Partner does not have a formal policy in place, the Cooperating Partner will adhere to the principles in the NPA Anti-Corruption Policy.
- 2.8 The Cooperating Partner is required to have in place and practise a zero-tolerance policy on sexual harassment and/or abuse and other abuse of. In the event the Cooperating Partner does not have a formal policy in place, the Cooperating Partner will adhere to the principles in the NPA Safeguarding Policy.
- 2.9 In the event that corrupt practice or financial irregularities are suspected or detected within or in relation to The Project, the Cooperating Partner shall inform NPA immediately and take rapid action in line with the anti-corruption policy and safeguarding policy (points 2.7 and 2.8 above). This is also applicable to any suspected or detected irregularities within NPA.

3. *OBLIGATIONS OF NPA*

- 3.1 NPA shall provide the approved fund, follow-up the implementation, communicate observations and recommendations to the Cooperating Partner on the development of The Project, and promote a frank dialogue based on mutual transparency between the partners, to support within its resources the successful carrying out of The Project.
- 3.2 NPA shall monitor the effects of The Project. This includes visits to the Cooperating Partner/project sites on a regular basis and discussions with the Cooperating Partner on issues of mutual interest concerning The Project.

4. *THE FUND*

- 4.1 The total amount of funding for the implementation of The Project is dependent upon the receipt by NPA of adequate grant from the **Belgian Government** for such undertaking.
- 4.2 Provided the condition stated under clause 4.1 is met, NPA shall provide the approved fund amounting to **Two Hundred and Fifty Thousand Euros (250,000 EUR)** to the Cooperating Partner, for the implementation of The Project. The fund shall be provided by NPA in accordance with the approved budget for The Project for the given year. The detailed budget for each year will be attached to and made part of this Contract (Appendix 1).
- 4.3 The Cooperating Partner shall keep the fund provided by NPA in an interest-bearing bank account, where NPA's contribution shall be clearly identified. The Cooperating Partner can alternatively open a separate account for the fund. The use of accumulated interest by the Cooperating Partner is subject to approval by NPA.

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5. TRANSFER OF FUND

5.1 The budgeted fund for The Project shall be transferred in 3 disbursements by NPA to the Cooperating Partner account no. **25010230007 (Rwf)** with account name: **Health Development Initiative in I&M Bank (Rwanda)**. The disbursement break-down shall be agreed upon by both parties and is as follows:

Instalments	Amount (Rwf equivalent)		Due date for disbursement of instalment	Due date for submission of financial report of instalment
	%	Euros		
1	40	100,000	26/02/2024	31/12/2024 (unaudited)
2	20	50,000	02/01/2025	31/12/2025 (unaudited)
3	40	100,000	01/04/2025	31/03/2026 (final audited)
TOTAL	100	250,000		

The first disbursement shall be made upon signature of this Contract (including appendices). Prior to the second and third transfer, the Cooperating Partner must have delivered unaudited financial report for the previous period/year. All requests for disbursements of funds, except the first, shall include a financial progress report. The report shall state expenditure against budget for a minimum of 75% of the previously received funds.

5.2 The Cooperating Partner shall acknowledge receipt of the fund immediately upon receipt of the first disbursement and all subsequent disbursements, specifying the amount received in relevant currency.

6. USE OF FUND

6.1 Changes to the agreed implementation plan and budget which implies a delay that may influence the achievement of the expected results of The Project, and changes to the Project's budget that imply reallocation of more than 15% of a budget line, must be agreed upon with NPA. A budget line is understood as a cost category, for example: personnel cost, travel cost, etc.

6.2 In the use of the fund, the Cooperating Partner shall adhere to the following accounting requirements:

- income from all sources, including bank interest must be included in the accounts. NPA's contribution shall be specified;
- charged/capitalised in the relevant reporting period;
- expenses charged/capitalised from start-up of the Project to the end of the reporting period;
- unused funds as per the reporting date;
- overhead/indirect costs to be covered by the Grant;
- balance sheet, when required in accordance with the accounting principles applied;
- establish satisfactory monitoring routines for following-up activities and progress of The Project.

6.3 Upon the completion of The Project, all unexpended portion of the fund which are not otherwise obligated by a legally binding transaction applicable to this fund shall be refunded to NPA.

7. REPORTING

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- 7.1 The Cooperating Partner shall submit to NPA, quarterly progress reports on the implementation of The Project, as well as annual narrative and preliminary financial report in line with 5.1 by 31st of December each year. A final narrative and financial report indicating actual expenses versus budget will be due on 31st March 2026. NPA will provide Partners with formats for reports (see annexes).

Specific project plans and reports will be submitted as follows:

- Project plans shall be submitted on an annual basis, including a 12-month forecast.
- Interim narrative reports shall be submitted on a quarterly basis not later than 10 days from the end of the reporting quarter.
- Financial Progress reports shall be submitted on a quarterly basis not later than 10 days from the end of the reporting quarter. NPA will conduct validation visits each quarter.
- An annual narrative report is due within 30 days from the end of the completion of activities outlined in Year One (1) of this grant agreement.
- An annual unaudited financial report is due on 10th January of the following year.
- The Annual, audited financial report, management letter and letter of representation should be submitted to NPA not later than 31st of March of the following year.

Intermediate narrative report on the activities, accompanied by a financial report in EUR, proving that 75% of the previous disbursement has been spent. Only after having submitted these formats, can the next disbursement be asked for.

Final narrative and financial report on the full amount of the grant in EUR need to be submitted within 6 months after the end date of the project. The report of the external audit and evaluation on the project need to be annexed to this report. Only after having submitted these formats, can the last disbursement be asked for.

- 7.2 The Cooperating Partner shall submit the annual, audited financial report to NPA not later than 31st March of the following year.

The audit report shall include all activities and incomes received for the implementation of The Project including all contributions from other sources. However, NPA's contribution and expenditure made thereof shall be separately identified. A registered and certified public auditor, approved by NPA shall prepare the audit report.

The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The auditor shall comply with all ISAs relevant to the audit, ref. ISA 200 (*Overall objectives of the independent auditor and the conduct of an audit in accordance with international standards on auditing*), paragraphs 18 and 20. Of particular relevance is ISA 240, (*the Auditor's responsibility to Consider Fraud and Error in an Audit of Financial Statements*), and ISA 800 (*"Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement"*).

NPA shall have access to the management letter of the Cooperating Partner. In the event the Cooperating Partner is not able to organise an independent audit, other arrangements must be agreed in writing with NPA and annexed to this contract.

8. INSPECTION

- 8.1 NPA's auditors shall have access to the working notes of the Cooperating Partner's auditor.

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Handwritten signatures and initials: a large stylized 'A' or 'H' above a circled 'B', and the initials 'GNG'.



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- 8.2 The Cooperating Partner shall, at any time when requested by NPA, facilitate the inspection of books and audit of The Project by NPA's auditors, or any other person duly authorised by NPA. For auditing purpose, project accounting records (including vouchers) shall be retained for 10 years.
- 8.3 The Belgian Government Auditor General shall have the same access to undertake monitoring and control measures related to the Cooperating Partner's use of funds.

9. **PROCUREMENT OF GOODS AND SERVICES**

- 9.1. All processes in procurement must be sufficiently justifiable and documented. For procurement exceeding NOK 500 (cca. 50 EUR) or the equivalent in any currency, a complete procurement file must be kept by the Cooperating Partner containing received offers, evaluations and decisions made in relation to the procurement of any goods or services and purchase of any equipment. All documents should be duly dated and signed. Award shall be made to the tender whose offer is responsive to the tender issued and is most advantageous to The Project in respect to price and other vital criteria.
- 9.2. Procurement contracts may be awarded by using procurement procedure established by the Partner while respecting the rules and principles laid down in Annex 1 (Belgian Royal Decree) and Annex 3 "*Convention of Impementation CSI 2023 Rwanda*", and NPA procurement treashold. As per sections 1 to 4 of this document, such procedures must provide, to the maximum extent, free competition, transparency, traceability and fair treatment in all procurement processes.
- 9.3. Procurements of a value exceeding NOK 50.000 (cca. 5.000 EUR) (ex. VAT), or the equivalent in any currency require formal offers. Tendering shall be processed and awarded by means of one of the following procurement procedures:
- a) Open tender procedure – launched and open to any eligible registered supplier;
 - b) Restricted tender procedure – open to documented min. of 3 prequalified suppliers only;
 - c) Competitive tender procedure with negotiation – same as open tender followed by negotiations.

The time-limits for requests to participate and receipt of tenders must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.

An evaluation committee must be set up to evaluate the received bids on the basis of the exclusion, selection and award criteria set in the invitation to bid. The committee must have an odd number of members, minimum three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

- 9.4. Conflict of interest situations involving employees, agents and/or their families shall be strictly avoided, and is subject to sanctions (ref. section 12.1). A conflict is understood as a conflict between the private interests and the official responsibilities of a person in a position of trust.

10. **USE OF NON-EXPENDABLE PROPERTY**

The Cooperating Partner shall:

- 10.1 acquire the right of use and assume all liabilities in connection with the operational use of non-expendable property purchased with the received funds. Non-expendable property is defined as any

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item of property or equipment that has a purchase price or replacement value of 500 USD or the equivalent in Rwandan francs;

- 10.2 ensure that non-expendable property is used exclusively for the intended purposes during the course of the Project and prohibit the unauthorized use for any other purposes;
- 10.3 ensure that non-expendable property is properly maintained and kept in good condition and an inventory for all non-expendable property used under this project shall be maintained and shall be kept current at all times;
- 10.4 ensure that any legal documents related to non-expendable property made available to the project from NPA is filed and kept available for control at all times;
- 10.5 during the project period, immediately notify NPA in a written report in cases where such non-expendable property is damaged or lost including the steps taken to repair or replace the property in accordance with local legislation, and the availability of appropriate insurance, fully insure all non-expendable property with an insurance company of repute against risks including damage, theft and loss and, where appropriate, passenger and third-party liability;
- 10.6 discuss with NPA, at least 90 days prior to the termination of the project, the future use of any non-expendable property thereafter. Under no circumstances, shall such property be disposed of or earmarked for disposition prior to such consultation with NPA;
- 10.7 ensure that, after prior written approval from NPA, any sale of non-expendable property before end of project period is documented by listing all equipment and the sales prices agreed upon with the buyer. All income from sale must be posted to the project and be the amount separately identifiable in the financial reporting;
- 10.8 acknowledge by signing of this contract that in an event of suspension or termination of the contract, as described under point (12.1), NPA has the right to withdraw all non-expendable property from the Cooperating Partner without further notice.

11. TRANSPARENCY

Where the prevailing conditions permit, the Cooperating Partner agrees that NPA and/or The Belgian Government can bring to the attention of the general public and the media the nature of the partnership, by referring to the contribution in its internal and annual reports and website.

12. CORRESPONDENCE

All correspondence related to this Project will be directed to NPA primarily, who will then be responsible for sharing such information at its discretion.

13. VISIBILITY AND INTERPRETATION

The visibility of the Belgian Development Cooperation will be ensured according to the context. The requirements will be discussed in advance taking into account the local context. This may be through

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the inclusion on all written and audiovisual promotional documents (website, invitations, brochures, etc.) of the following indications, in proportion to the importance of the subsidy:

- With the support of Belgian Development Cooperation – DGD, Federal Public Service Foreign Affairs, Foreign Trade and Development Cooperation accompanied by the official logo and the website address of Belgian Development Cooperation;
- In case of lack of space, the official logo of the Belgian Development Cooperation.

The Cooperating Partner mentions the Belgian State as donor or co-donor in public communications and in relations with local authorities by using the following formula: “(Established) with the support of the Belgian Development Cooperation”.

In documents of actions where opinions are set forth or conveyed (programs and invitations to debates, books, magazines, pedagogical tools, etc.), the formula in paragraph 1 shall be followed by the following formula: “The opinions set forth by our organisation do not necessarily reflect those of the Belgian State and in no way bind the latter”.

14. SUSPENSION AND TERMINATION

14.1 In the following cases, NPA reserves the absolute right to suspend and set conditions for resumption or to terminate this Contract upon giving written notice to the Cooperating Partner:

- Evident inability of the Cooperating Partner to fulfil the objective of the Contract;
- Material violation by the Cooperating Partner of one or more clauses of this Contract;
- In the event of misappropriation of fund including any accumulated interest. Misappropriation of funds includes all kinds of:
 - a) corruption, bribery, nepotism and illegal gratuities;
 - b) misappropriation of cash, inventory and all other kinds of assets;
 - c) financial and non-financial fraudulent statements

In such cases, NPA has the option to withhold the allocation of funds for the Project and in addition demand the return of funds already transferred. As NPA's donor, the Belgian Government has the right to the same option to reclaim funds directly from the Cooperating Partner should NPA be unable to do so.

14.2 Both parties can agree to suspend and set conditions for resumption or to terminate this Contract due to force majeure. Force majeure can be interpreted as circumstance beyond the control of either party which could not have been reasonably foreseen by either party at the signing of the Contract and which makes the implementation of the Contract impossible.

14.3 Upon termination as provided under articles 14.1 and 14.2 above, the Cooperating Partner shall take immediate action to stop all expenditures and obligations financed by the fund. The Cooperating Partner shall within 30 calendar days after the effective date of such termination repay to NPA all unexpended portion of the fund.

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15. *EVALUATION OF THE PROJECT*

NPA and the Cooperating Partner shall jointly evaluate the achievement and effects of The Project. The evaluation may be undertaken during the implementation of Project and/or upon completion.

16. *DURATION OF CONTRACT*

- 16.1 This Contract shall come into force upon the signing by the all parties and shall remain in force for the duration of the completion of The Project as provided for in the Project Document.
- 16.2 Where circumstance so demand, all parties can agree in writing to amend or extend the duration period of this Contract. All amendments are subject to availability of adequate funds to NPA from the Belgian Government (ref. article 4.1).

17. *CLAIMS BY THIRD PARTIES*

The Cooperating Partner shall indemnify and hold NPA harmless against all claims, damages, expenses or costs from third parties arising from the implementation of The Project.

18. *NOTICE*

All notices under this Contract will be given in writing and are deemed to have been given if delivered in one of the following ways:

- Personal delivery to the designated representative of each representative;
- by E-mail;
- by registered mail.

at the specific designation of the parties as set forth below:

NPA's Address:

P.O. Box 2966 Kigali,
Physical address: KG 563, House No. 5
Kacyiru Area
Kigali, Rwanda
Email: NpaRwanda@npaid.org

Cooperating Partners' contacts:

HDI: KK 694 St, No. 34, Kicukiro, Kigali
Email: info@hdirwanda.org
Tel: +250 788309262

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19. GOVERNING LAW AND LANGUAGE

The following shall apply:

- 19.1 This Contract and any part thereof, except in specific cases where points 12.1 and 18.3 is activated, shall be governed by the Law where the Project is implemented.
- 19.2 In case of application of point 12.1 (regarding right to reclaim funds), 18.3 below, the Norwegian law shall be the governing law of this Contract.
- 19.3 For the purpose of this Contract, English shall be considered the applicable language.

20. DISPUTES

- 20.1 Any dispute arising between the two parties concerning this Contract shall be amicably settled by the two parties.
- 20.2 Should such effort fail, the parties agree to settle the dispute by arbitration.
- 20.3 In the event NPA and the Cooperating Partner cannot settle arising disputes in line with the paragraphs above NPA has the right to call for arbitration directly with the Cooperating Partner in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm and the language to be used in the proceedings shall be English.

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This Contract is made in two (2) original copies and hereby duly signed by all two (2) parties

in Kigali, Rwanda

NAME: Dr. Aflodis Kagaba

WITNESS: Gutabarwa Twahirwa Louange

SIGNATURE: 

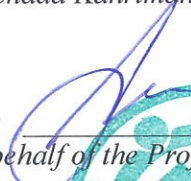
SIGNATURE: 

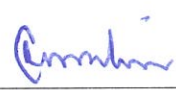
For and on behalf of the Cooperating Partner: Health Development Initiative (HDI)



NAME: Senada Kahrman

WITNESS: Clemence Bideri

SIGNATURE: 

SIGNATURE: 

For and on behalf of the Project Lead: Norwegian People's Aid (NPA)



Annex 1: HDI Calendar of Activities for Year 1

Annex 2: HDI Detailed Budget for Year 1

Annex 3: HDI Logframe for Year 1

Annex 4: CSAP Interim Report template

Annex 5: CSAP Final Narrative Report template

Annex 6: CSAP Financial Reporting Template

Annex 7: NPA Partnership Policy

Annex 8: NPA Anticorruption Policy

Annex 9: NPA Safeguarding Policy

Annex 10: CSAP Intent of Cooperation_Signed



