

EUROPEAN UNION CONTRIBUTION AGREEMENT

EIDHR/2020/420-159
(the "Agreement")

The European Union, represented by the European Commission (the “**Contracting Authority**”), first
counterparty,

and

The United Nations Development Programme (UNDP)
International Organisation
One United Nations Plaza
New York, NY 10017
Unites States of America

hereinafter the “**Organisation**”

second counterparty, (individually a "Party" and collectively the “Parties”) have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action “*Right to a fair trial in serious criminal cases in Viet Nam: Promoting the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty*” as described in Annex I (the “Action”). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is fully financed by the EU Contribution.
- 1.3 In the performance of the activities, the Organisation shall:
 - a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment.
 - b) apply its own procurement procedures, as assessed in the ex-ante pillar assessment its own rules for the award of Grants, as assessed in the ex-ante pillar assessment.

The Organisation is free to use any Regulations and Rules which have not been subject to an ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.
- 1.4 The Action is financed under the European Instrument for Democracy and Human Rights (EIDHR).
- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.



- 1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement (FAFA) between the European Union, represented by the European Commission (EC), and the United Nations.

Article 2 - Entry into Force and Implementation Period

Entry into Force

- 2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

- 2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on: **1 January 2021.**
- 2.3 The Implementation Period of the Agreement is **36 months.**

Article 3 - Financing the Action

- 3.1 The total cost of the Action¹ is estimated at USD ("Currency of the Agreement") 526 680, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 450 000, which is estimated at USD 526 680 (the "EU Contribution").

The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Remuneration

- 3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

Interest on pre-financing

- 3.3 Interest generated on pre-financing shall not be due.

Article 4 - Payment Arrangements and Reporting

- 4.1 The pre-financing rate is 100%.
- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment.....	USD 142 620
Second pre-financing instalment.....	USD 221 239
Third pre-financing instalment.....	USD 162 821
Forecast balance.....	USD 0

These amounts are indicative and subject to modification in accordance with the provisions of Article 19 of Annex II.

The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

- 4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the "System"). The Organisation will be required to register in and use the System to allow for the e-management of Contribution Agreements. The

¹ This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.

Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports.

As a second step, all documents related to this Agreement (including reports, payment requests and formal amendments as per Article 11.1 of Annex II) will have to be processed via the System.

Article 5 – Communication language and contacts

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.
- 5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

Delegation of the European Union to Vietnam
For the attention of the Head of Finance, Contract and Audit Section
24th floor, West wing, Lotte Center
54 Lieu Giai, Ba Dinh, Hanoi

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Delegation of the European Union to Vietnam
For the attention of the Head of Cooperation
24th floor, West wing, Lotte Center
54 Lieu Giai, Ba Dinh, Hanoi

For the Organisation

United Nations Development Programme, Viet Nam
For the attention of Ms. Caitlin Wiesen, UNDP Resident Representative
Green One, UN House, 304 Kim Ma 10000
Hanoi, Viet Nam
Tel: (+84 4) 3850 0100
Fax: (+84 4) 3726 5520
Email: caitlin.wiesen@undp.org

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: UNDP Office of Audit and Investigations, Head of the Investigations Section, United Nations Development Programme, One United Nations Plaza, 4th floor, New York, 10017 NY, USA.
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:

For the attention of Ms. Diana Torres / Ms. Bui Thu Hien
United Nations Development Programme, Viet Nam
Green One, UN House, 304 Kim Ma 10000



Hanoi, Viet Nam
Tel: (+84 4) 3850 0100
Fax: (+84 4) 3726 5520
Email: diana.torres@undp.org
Email: bui.thu.hien@undp.org

Article 6 - Annexes

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

- Annex I: Description of the Action (including the Logical Framework of the Action)
- Annex II: General Conditions for Contribution Agreements
- Annex III: Budget for the Action
- Annex IV: Financial Identification Form
- Annex V: Standard Request for Payment
- Annex VI: Communication and Visibility Plan
- Annex VII: Management Declaration template

6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other Annexes, the provisions of Annex II shall take precedence.

Article 7 – Additional specific conditions applying to the Action

7.1 The following shall supplement Annex II:

7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
- b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
 - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.

- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

Done in Hanoi in two originals in the English language, one for the Contracting Authority and one for the Organisation.

For the Organisation

Name Caitlin Wiesen
Position UNDP Resident Representative

Signature

Date

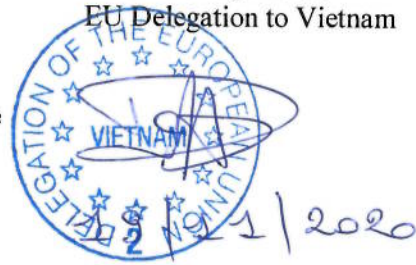


For the Contracting Authority

Name Koen Duchateau
Position Head of Cooperation
EU Delegation to Vietnam

Signature

Date





Project Title:

Right to a fair trial in serious criminal cases in Viet Nam: Promoting the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty

Implementing Partner: United Nations Development Programme

Start Date: 1 January 2021 **End Date:** 31 December 2023 (36 months).

Brief Description

The Project is aligned with the Sustainable Development Goals (SDGs) with particular relevance to SDG 16. This Project is aligned with the 2017-2021 One Strategic Plan between the Government of the Socialist Republic of Vietnam and the United Nations in Vietnam under Focus Area 4, Promoting Justice, Peace and Inclusive Governance. The overall objective of this Project is to promote the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty. Whilst working towards this overall objective, interventions under this Project aim to improve conditions of application of the death penalty, including through data collection and analysis, raising awareness, reviewing legislative reform and strengthening the capacity of the judiciary and legal professionals. Interventions will also focus on increasing the awareness and understanding of key stakeholders of the arguments in favour of the abolition of the death penalty.

Project Scope:

Vietnam: Hanoi for the Project Management; Hanoi and HCMC for capacity building for legal professionals and prison staff, and training for law students and journalists; Hanoi for Roundtables with National Assembly delegates; awareness raising campaign conducted on social media.

Overseas study mission for government officials and/or lawyers (study country TBC).

Key Components of the Project:

- UNDP will work with the relevant government ministries with responsibility for overseeing implementation of the death penalty, including the Ministry of Public Security and the Ministry of Justice of Viet Nam, to increase awareness and alignment with international standards, build capacity of professionals and trainees, and advocate for changes in the law and its application.
- UNDP will aim to build the awareness and capacity of key decision makers and influencers on public opinion, including National Assembly members and journalists, on arguments for the abolition of the death penalty, improve data collection and strategies to reduce application of the death penalty.

Indicative Outcomes:

- **Outcome 1:** Improved conditions of application of the death penalty in Viet Nam, including through data collection and analysis, legislation reform and strengthened capacity of the judiciary and legal professionals;
- **Outcome 2:** Increased awareness and understanding of the arguments in favour of the abolition of the death penalty

Project Management Modality: Direct Implementation Modality (DIM)

Contributing Outcomes/Outputs:**Sustainable Development Goal 16:** Targets 16.3, 16.6 and 16.10**2017 – 2020 One UN Strategic Plan Outcome 4.2: Human rights protection, rule of law and strengthened access to justice:** By 2021, the protection of human rights is strengthened with improvements to the justice system, greater adherence to the rule of law, more equitable access to justice, increased gender equality and effective prevention of all forms of discrimination and violence.

Total resources required (USD):	526,680
Total resources allocated (USD):	526,680
Total EU Contribution in EUR	450,000

Contributing Outcomes/Outputs:**Sustainable Development Goal 16:** Targets 16.3, 16.6 and 16.10**2017 – 2020 One UN Strategic Plan Outcome 4.2: Human rights protection, rule of law and strengthened access to justice:** By 2021, the protection of human rights is strengthened with improvements to the justice system, greater adherence to the rule of law, more equitable access to justice, increased gender equality and effective prevention of all forms of discrimination and violence.**CONTENTS**

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I. DEVELOPMENT CHALLENGE

Although the legal scope of application of the death penalty has been narrowed in recent years in Viet Nam, it is still imposed as a punishment. While the number of executions is not published, some reports estimate that the number in 2018 was 85, which would place Viet Nam among the world's top five countries in terms of executions.¹ A report issued by the Ministry of Public Security referred to 429 executions taking place between August 2013 and June 2016.² While the death penalty is believed to be regularly imposed as a punishment in Viet Nam, no disaggregated data is available on the demographics of those sentenced to death or the crimes of which they were convicted. Based on observations by UNDP partners, it is believed that there may be a disproportionate sentencing of persons from low socio-economic backgrounds and marginalised populations, in particular for drug crimes that would not meet the international definition of *most serious crimes*.³

Public debate on the use of the death penalty is extremely limited. Media reports focus on cases of individuals being sentenced and/or executed for crimes such as murder or drug trafficking. Civil society organisations, with very rare exceptions, do not address the issue of the death penalty in their activities.

This situation has generated continued international attention and pressure. Viet Nam received several recommendations on the death penalty from Member States during the last Universal Periodic Review which took place in 2019. In response, Viet Nam stated its "firm commitment that the application of this punishment in reality will strictly be in conformity with the ICCPR, and therefore, Viet Nam only accepts relevant recommendations or elements along that line." Viet Nam also accepted various recommendations focused on restricting the use of the death penalty to crimes that meet the threshold of "most serious crimes" under international law. In addition, echoing recommendations made by the Committee against Torture in 2018,⁴ the UN Human Rights Committee issued Concluding Observations on Viet Nam in 2019⁵ which identified as priority recommendations that Vietnam consider introducing a moratorium on the use of the death penalty and acceding to the Second Optional Protocol of the ICCPR aiming at the abolition of the death penalty. Inter alia, the Committee further recommended that, pending the introduction of a moratorium, the number of crimes subject to the death penalty should be reduced and death penalty be retained only for the *most serious crimes*. Viet Nam will have to report back on the implementation of these recommendations to the Committee by 29 March 2021.⁶

Viet Nam has indicated openness to working towards implementation of elements of recommendations on the death penalty. In 2019, the Government of Viet Nam issued two major national instruments on human rights – the National Master Plan for the Implementation of the Third Cycle UPR's Recommendations (UPR Master Plan) and the National Master Plan for the Implementation of the ICCPR and Recommendations of the UN Human Rights Committee (ICCPR Master Plan). While the implementation of the UPR Master Plan is coordinated by the Ministry of Foreign Affairs, the Ministry of Justice is the focal point for the ICCPR Master Plan. UNDP Viet Nam promptly supported both Ministries in hosting information sharing workshops on both plans to relevant agencies and stakeholders. Both plans impose obligations on state agencies to explore the possibility of narrowing the scope of application of the death penalty.

Under the framework of the EU Justice and Legal Empowerment Programme (EU JULE), the Ministry of Justice and UNDP prepared a Report on the Mechanism for Monitoring and Assessing the Implementation of the Human Rights Committee's Recommendations. The report was disseminated among representatives of various Ministries at a workshop in June 2020. Also, under EU JULE, UNDP worked with the Ministry of

¹ See for <https://www.amnesty.org/en/latest/news/2019/04/death-penalty-facts-and-figures-2018/>

² See Kien Tran and Cong Giao Vu, "The Changing Nature of Death Penalty in Vietnam: A Historical and Legal Inquiry", *Societies* 2019, 9, 56, available at <https://www.mdpi.com/2075-4698/9/3/56/pdf>

³ Human Rights Committee, General Comment No. 36: Article 6 Right to Life, CCPR/C/GC/36, para. 35, available at: <https://undocs.org/CCPR/C/GC/36>.

⁴ Available at: <https://undocs.org/CAT/C/VNM/CO/1>.

⁵ Human Rights Committee, Concluding observations on the third periodic report of Viet Nam, CCPR/C/VNM/CO/3, para. 24, available at: <https://vietnam.un.org/en/47309-recommendations-viet-nam-un-human-rights-committee>.

⁶ Human Rights Committee, Concluding observations on the third periodic report of Viet Nam, CCPR/C/VNM/CO/3; paras. 57-59, available at: <https://vietnam.un.org/en/47309-recommendations-viet-nam-un-human-rights-committee>.

Justice on a study on the possibility of ratifying the Second Optional Protocol to the ICCPR on the abolition of the death penalty. A workshop was organised with justice officials from several provinces in December 2018 to discuss the draft study. The study was finalised and published both in English and Vietnamese in 2019.⁷ It set out a number of recommendations, including:

- (1) Continue studying and disseminating relevant international experiences on the abolition of death penalty from countries with similar economic and social conditions, including moratorium models, etc. to provide comprehensive information for competent agencies to develop a national policy on death penalty.
- (2) Raise awareness among public and government officials of arguments for a moratorium on executions and abolition of the death penalty; strengthen public campaigns and other outreach activities to improve awareness on death penalty.
- (3) Continue to reduce the number of offences for which the death penalty may be imposed, expand the list of sentenced persons who are not subject to the application, by amending the Penal Code, the Law on Execution of Temporary Custody and Detention, the Law on Enforcement of Criminal Judgements, the Criminal Procedure Code and any other relevant legal documents. In this regard, Viet Nam should review the concept of "most serious crimes" to ensure the conformity with the scope of "most serious crimes" under international human rights law and Article 6 of the ICCPR.
- (4) Consider imposing a moratorium on executions as a significant preparatory step towards the eventual and total abolition of the death penalty.
- (5) Conduct further studies on alternative sanctions, on the basis of Vietnam's practices and international experience, to provide relevant recommendations while ensuring humanity in Viet Nam's criminal policy and the requirements to fight against crime.

Following the recent international human rights mechanism reviews, the publication of the above-mentioned study, and the indications that the Government is willing to examine the issue of the death penalty, notably their commitment set out in the UPR and ICCPR Master Plans, there is a clear opportunity to follow-up on some of these recommendations over the coming three years.

II. STRATEGY

The overall objective is to promote the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty. Based on the evidence mentioned in Section I and experiences in other South East Asian countries in relation to abolishing the death penalty, UNDP considers that it can have the greatest impact by focusing on two main outcomes:

1. Improved conditions of application of the death penalty in Viet Nam, including through data collection and analysis, legislative reform and strengthened capacity of the judiciary and legal professionals;
2. Increased awareness and understanding of the arguments in favour of the abolition of the death penalty.

UNDP's approach will be to work with relevant Ministries, Members of the National Assembly and the judiciary, academic institutions, journalists and civil society groups, where relevant and possible. This approach will take into account the sensitivity of the topic of the death penalty in Viet Nam, including its connection to drug policies.

1. **Outcome 1 - Improved conditions of application of the death penalty in Vietnam including through data collection and analysis, legislative reform and strengthened capacity of the judiciary and legal professionals;**

⁷ Available at https://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/on-the-possibility-of-vietnam-ratifying-the-second-optional-pro.html

Output 1.1 Improving transparency on the use of the death penalty

As mentioned above, there is no official data on the number of persons sentenced to death, the number of persons being pardoned, and the number of persons being executed in any given year. The Human Rights Committee has recommended Viet Nam to “publish official figures regarding death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime”.⁸ Responding to this recommendation, the ICCPR National Master Plan tasks relevant ministries, People’s Committees of provinces and municipalities, as well as the Supreme People’s Court and the Supreme People Procuracy to: “Create statistics on the implementation and assurance of civil and political rights, especially statistics on complaints, denunciations and lawsuits related to violations of civil and political rights”.⁹ The project will attempt to support relevant State agencies to deliver on this responsibility by collecting and analysing data on death sentences. With this data and analysis, it will be possible to understand the scale of the use of the death penalty as a punishment, as well as whether there are particular crimes for which death sentences are most regularly imposed. It will also be possible to determine whether there are population groups that are disproportionately represented among persons sentenced to death. At the moment, some information can be collected through media reports. The project will seek to work with other sources, including lawyers, to verify and supplement such information.

Output 1.2 Legal support for persons facing the death penalty, including trainings for lawyers (and other justice professionals, where possible) working on death penalty cases

The UPR Master Plan provides that state agencies must “carry out measures to [...] ensure equal rights before the law [and] the right to a fair and due trial”. Similarly, the ICCPR Master Plan stresses the guarantee of “the right to a fair trial (especially on the right to access to defen[se] counsels, [...]” in criminal cases as one of the key tasks for the Ministry of Public Security, the Supreme People’s Court and the Supreme People’s Procuracy. Persons facing the death penalty especially need adequate legal advice and representation at all stages of the legal proceedings. They often also need support to prepare application for pardon or commutation. Lawyers could receive direct support, including financial support, from the project to provide legal advice and representation for persons facing the death penalty. Their families could also receive support, for instance in terms of assistance for family visits. Vietnamese lawyers and students of the Judicial Academy and the Court Academy could benefit from targeted trainings focusing on improving their knowledge of relevant international and national standards on the death penalty and on new principles set out by the Revised Criminal Procedure Code that would enable them to defend clients who are prosecuted for capital offences. Skills to be trained include the implementation of presumption of innocence and adversarial principles, including during the questioning of their client potentially accused of a capital offence, and in the collection of evidence in preparation for the trial and at the trial itself. Also, Vietnamese lawyers could improve their skills in arguing for lesser sentences and seeking pardon. Where appropriate, lawyers from other jurisdictions where the death penalty is still imposed could be invited as trainers. Other justice professionals, such as judges, prosecutors, court clerks and even officials at the Office of the President who deal with requests for pardon, could benefit from similar trainings.

Output 1.3 Improving conditions of detention and implementation of CAT recommendations

When the Committee against Torture first reviewed Viet Nam in November 2018, it expressed concerns over “reports of the physical and psychological suffering that persons sentenced to the death penalty have experienced as a result of their particularly harsh conditions of detention”.¹⁰ As recommended by the Committee, support could be provided to Viet Nam to improve the “material conditions of detention of persons sentenced to death equivalent to those of other prisoners, in line with the Nelson Mandela Rules, including access to adequate food and drink and meaningful social contacts, without restraints, and to protect them against physical abuse.” Interventions could include support to train prison staff dealing with prisoners facing the death penalty and other prisoners on the Nelson Mandela Rules. Based on the

⁸ Human Rights Committee, Concluding observations on the third periodic report of Viet Nam, CCPR/C/VNM/CO/3, para. 24(e).

⁹ Decision 1252/QĐ-TTĐ “On approving the plan for strengthening the implementation of the international convention on civil and political rights and recommendations of the united nations human rights committee”, page 20.

¹⁰ Committee against Torture, Concluding observations on the initial report of Viet Nam, CAT/C/VNM/CO/1, para. 32.

consultations with relevant stakeholders, including prison staff, MPS officials, and possibly former inmates, UNDP will develop a practical checklist on implementing Nelson Mandela Rules in Vietnamese prisons for prison staff. A key consideration will be how the Rules are best understood and practically implemented in the context of the Vietnamese corrections and prison system.

Outcome 2 - Increased awareness and understanding of the arguments in favour of the abolition of the death penalty

Output 2.1 Raising awareness and combatting misconceptions about the death penalty

As mentioned above, public debate on the death penalty is very limited in Viet Nam. As a result, few people are aware of international standards related to the death penalty or the general global trend towards its abolition. To support Viet Nam in delivering its commitment under the UPR Master Plan on reducing the application of the death penalty, a number of awareness raising activities could be envisaged, targeting in particular youth, including law, foreign relations and journalism students, for example. Study/course materials on the death penalty could be developed and integrated in university syllabus with partner universities. Discussions could be organized among students to examine the arguments for and against the death penalty. Such discussions could include family members of prisoners facing the death penalty or their lawyers. Competitions, to design short clips for instance, could also be organized. Since strengthening human rights education and awareness raising is one of the major tasks for Viet Nam as indicated in the UPR and ICCPR Master Plans, these activities will support responsible State agencies in delivering the commitment.

When it comes to awareness raising activities targeted at the general public, social media content, including human interest stories, short videos, viral content with influencers, essay competitions, or online quizzes, could be developed. Events may also be organized, including on the occasion of the World Day Against the Death Penalty on 10 October. Where possible, film screenings followed by debates could be organized. An art exhibition or live debate competition could also be envisaged. Traditional media still plays an important role in Viet Nam and it would be imperative to evoke debates by securing TV and/or radio airtime for talk shows focused on the death penalty.

Output 2.2 Information sharing/examples from other countries on legal reform and the abolition of the death penalty

Viet Nam *might* be interested in understanding the experience of another developing country, preferably from the ASEAN region, on the abolition of the death penalty. There is a misconception that the death penalty can only be abolished in countries which have reached a certain level of social and economic development or in Western countries. It would be very useful for Viet Nam to be aware of efforts made in other developing countries to reduce the number of capital offences to the “most serious crimes” and to impose a moratorium on executions. A study tour could be organized to a country such as Malaysia which imposed such a moratorium in 2018.¹¹ Alternatively, a delegation from another country could be invited to Viet Nam to share experience with a group of government officials. Although Viet Nam’s ICCPR Master Plan has indicated need to explore the possibility of reducing the number of crimes that may be subject to the death penalty, it remains to be seen whether representatives of the Government of Viet Nam will be open to the suggestions.

Output 2.3 Research studies/papers on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty

Such research studies have never been conducted in Viet Nam before. The aim would be to collect and analyze data on the socio-economic profile of prisoners sentenced to death and the impact of the death

¹¹ See <https://www.nst.com.my/news/nation/2019/12/544389/sentencing-policy-under-review-following-death-penalty-moratorium>

penalty on the families of prisoners facing the death penalty, including children. Such studies have been conducted in other countries such as India.¹² In addition and where possible, another study could look into the cases involving people who wrongly received the death sentence and were subsequently proven not guilty before the execution. Research from the United States of America published in 2014 found that rate of false conviction of criminal defendants who are sentenced to death since 1973 was at least 4.1%.¹³ In Viet Nam, there have been a number of high profile cases where persons convicted of the death penalty have been later exonerated. In terms of the effectiveness of the death penalty as a deterrent to crime, research from the Journal of Criminal Law and Criminology which examines the opinions of leading criminology experts on the deterrence effects of the death penalty, shows that most experts do not believe that the death penalty or the carrying out of executions serve as deterrents to murder, nor do they believe that existing empirical research supports the deterrence theory.¹⁴ Similar studies in Viet Nam could be cited as evidence for the abolition of the death penalty. A key objective in the development of research and studies on the death penalty will be to build the capacity of Vietnamese institutes on producing academic research on the issue of the death penalty. UNDP has strong existing relationships with government and academic research institutes to build the capacity of researchers and lecturers on the topic to promote debate among Vietnamese academics and scholars.

The Project will also strategically contribute to:

EU Justice and Legal Empowerment Programme (EU JULE), Co-delegation agreement ACA/2015/372-239

Under this Programme, UNDP has supported the Ministry of Justice (MOJ) in following-up to the recommendations of the UN Human Rights Committee under the International Covenant on Civil and Political Rights, including recommendations on the death penalty. In 2019, UNDP and MOJ published the study 'On the possibility of Viet Nam ratifying the Second Optional Protocol to the ICCPR aiming at the Abolition of the Death Penalty'.¹⁵ The study, which was unprecedented in terms of MOJ publishing a report on the topic of the death penalty, analyses the current international legal framework and the process of legal development to abolish the death penalty in selected countries, the compatibility between existing regulations on the death penalty in the Vietnamese legal system and the Second Optional Protocol of the ICCPR, and the assessment of feasibility for the abolition of the death penalty in Viet Nam. The study also highlighted a number of recommendations, which will be advanced by the Output areas under this Project, including studying and disseminating relevant international experiences on the abolition of death penalty, continuing raising awareness among public and public officials for a moratorium on the death penalty, and reducing the overall number of offences for which the death penalty may be imposed.

Furthermore, EU JULE includes a key objective on strengthening access to justice for vulnerable groups. Under Output 1.2 above, UNDP will build on existing materials, guidance and practice to ensure access to legal advice is extended to those facing the death penalty.

Project on Supporting and Monitoring the Implementation of the revised Code of Criminal Procedure

The cooperation between UNDP and two Law Universities is supporting the institutional capacity of the ten participating provincial bar associations to fulfil their role as coordination and capacity support entity for their lawyer members, in particular those involved in criminal defense who currently are not afforded strong support from provincial level. The Program is also seeking to also

¹² See for instance http://www.worldcoalition.org/media/resourcecenter/EN_WD2017_FactSheet.

¹³ *Rate of false conviction of criminal defendants who are sentenced to death*, Samuel R. Gross, Barbara O'Brien, Chen Hu, and Edward H. Kennedy, Proceedings of the National Academy of Sciences of the United States of America (PNAS) (2014); accessed at: <https://www.pnas.org/content/111/20/7230>

¹⁴ *Do Executions Lower Homicide Rates?: The Views Of Leading Criminologists*, Radelet and Lacoq, Journal of Criminal Law and Criminology (2009): <https://files.deathpenaltyinfo.org/legacy/files/DeterrenceStudy2009.pdf>

¹⁵ See https://www.vn.undp.org/content/vietnam/en/home/library/democratic_governance/on-the-possibility-of-viet-nam-ratifying-the-second-optional-pro.html

strengthen cooperation between bar associations, North and South of Vietnam, to exchange knowledge, share best practice and develop a network for criminal defense lawyers to explore further opportunities for further research, training and capacity building.¹⁶

Support progress towards implementation and ratification of key relevant global conventions, including inputs for periodic reports under the International Covenant on Civil and Political Rights, and the Convention Against Torture.

III. OUTCOMES AND PARTNERSHIPS

Outcomes

1. Improved conditions of detention and application of the death penalty in Viet Nam, including through data collection and analysis, legislation reform and strengthened capacity of the judiciary and legal professionals;
2. Increased awareness and understanding of the arguments in favour of the abolition of the death penalty.

Resources Required to Achieve the Expected Outcomes

The resources required to achieve the outcomes described in the Results Framework are detailed in the Budget for the Action (Annex 3 to the EU-UNDP Contribution Agreement)

Risks and Assumptions

The key risks to the implementation of this project are summarised in the Risk Log.

Knowledge and Communication

- The Project will produce a study of international comparative experience on the abolition of the death penalty or restriction of death penalty crimes, with a focus on countries from the region;
- The Project will produce a series of communications materials, e.g. video clips, brochures, etc. on the death penalty;
- The Project will produce a series of research papers on various aspects of the death penalty.

A detailed Communication and Visibility Plan is laid down in Annex 6 to the present Contribution Agreement.

Sustainability and Scaling Up

Build on UPR and ICCPR Master Plans, activities under this Project are based on consultation with key development practitioners and researchers on the death penalty, from the region and in Vietnam. Furthermore, activities under this Project build on existing UNDP projects by engaging trusted partners and complementing other activities relating to the abolition of the death penalty and criminal justice reform. These include the EU JULE project, supported by the EU, and Supporting and Monitoring the Implementation of the revised Code of Criminal Procedure Project, supported by the US State Department. Key to the sustainability of the project will be to build on existing partnerships with government agencies, including the Ministry of Justice and the Ministry of Public Security. The capacity strengthening activities will look to build a strong network of criminal lawyers, parliamentarians and academics in Vietnam to continue representing clients accused of the death penalty, discussing the death penalty in terms of public policy and researching the application of the death penalty in Vietnam respectively. Capacity building of journalists will ensure the sustainability of awareness raising activities and the publication of key data will support journalists and academics alike to progress discussions on death penalty reform in Vietnam.

¹⁶ See <https://www.vn.undp.org/content/vietnam/en/home/presscenter/articles/2020/Supporting-Adversarial-Principles-of-Criminal-Justice-in-Viet-Nam.html>

Also, the approach adopted under this Project will aim to engage youth and students to ensure the sustainability of the project. UNDP will build on the existing strong network of law students developed under the four years of implementation of the International Narcotics and Law Enforcement Program - INL (a program funded by the International Narcotics and Law Enforcement Affairs Section of the U.S. Embassy in Viet Nam) on supporting adversarial skills in criminal justice in Viet Nam, including through the clinical legal education centres in the Vietnam National University and the Ho Chi Minh City University of Law. UNDP will also engage other key student groups on building awareness on issues related to the death penalty including through the University of Journalism and Communication, and the Diplomatic Academy of Vietnam.

IV. PROJECT ACTIVITIES

The following is a list of indicative project activities, the viability of which will be assessed as the project evolves, given the sensitivity of the subject in Vietnam:

Outcome 1 – Improved conditions of detention and application of the death penalty in Vietnam including through data collection and analysis, legislation reform and strengthened capacity of the judiciary and legal professionals;

1.1 Output: Improving transparency on the use of the death penalty

- 1.1.1. Roundtables with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime
- 1.1.2. Co-design with interested stakeholders, such as NGOs, journalists and lawyers, a platform to collect all relevant information on death penalty cases

1.2. Output: Legal support for persons facing the death penalty, including trainings for lawyers (and other justice professionals, where possible) working on death penalty cases

- 1.2.1. Direct support, including financial support, to lawyers to provide legal advice and representation for persons facing the death penalty or to prepare application for pardon or commutation
- 1.2.2. Direct support to families to persons facing the death penalty, including assistance for family visits
- 1.2.3. Trainings for lawyers (and other justice professionals) at the Judicial Academy on relevant international and national standards on the death penalty and on new principles set out by the Revised Criminal Procedure Code that enable them to defend clients who are prosecuted for capital offences
- 1.2.4. Trainings for judges at the Supreme People's Court or Court Academy on relevant international and national standards on the death penalty (and on sentencing) and skills to apply new principles set out by the Revised Criminal Procedure Code.

1.3 Output: Improving conditions of detention and implementation of CAT recommendations

- 1.3.1. Trainings for prison staff dealing with prisoners including prisoners facing the death penalty on the Nelson Mandela Rules (United Nations Standard Minimum Rules for the Treatment of Prisoners)
- 1.3.2. Develop practical checklist on implementing the Nelson Mandela Rules in Vietnamese prisons

Outcome 2 – Increased awareness and understanding of the arguments in favour of the abolition of the death penalty

2.1 Output: Raising awareness and combatting misconceptions about the death penalty

- 2.1.1. Roundtables with newly elected members of the National Assembly on international trends and standards on the death penalty, and on its effectiveness as a deterrent in criminal justice.
- 2.1.2. Develop guidance on good practice for journalists reporting on serious crimes and criminal justice issues, including the death penalty.

- 2.1.3. Training workshop for journalists on using the guidance document and examples of good practice in reporting on criminal justice issues.
- 2.1.4. Develop training materials for law students on skills in criminal justice, with a focus on the death penalty (including the development of criminal moot court competitions)
- 2.1.5. Developing social media campaign targeted at the general public to evoke empathy and inspire behavioral changes (including human-interest stories of family members and friends, short videos, social media content by influencers, essay competitions for both journalists or students, or online quizzes)
- 2.1.6. Organize annual public events on the occasion of the World Day Against the Death Penalty on 10 October, including possible film screenings, art exhibitions, TV and/or radio talk shows, live debate competitions
- 2.1.7. Host awareness raising activities and debate competitions for university students of law, journalism, and international relations
- 2.2 Output: Information sharing/examples from other countries on legal reform and the abolition of the death penalty**
 - 2.2.1 Study on international comparative experience on the abolition of the death penalty or restriction of death penalty crimes, preferably with a focus on countries from the region
 - 2.2.2 Study mission for government officials and/or lawyers to another country which has abolished the death penalty, imposed a moratorium or reduced the number of capital offences to the “most serious crimes”
 - 2.2.3 Roundtable with participants to present and discuss the results of the study mission
 - 2.2.4 Develop a network of lawyers working on the death penalty in Vietnam and neighbouring countries and organize annual meetings
- 2.3 Output: Research studies on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty**
 - 2.3.1 Research study into international practice on criminal justice responses to drug trafficking and the socio-economic background of drug transporters in Viet Nam (with a view to remove drug transporting from the list of death penalty offences)
 - 2.3.2 Workshop to present and discuss the research study on drug trafficking
 - 2.3.3 Research study on the impact of the death penalty on the families of prisoners facing the death penalty, including children
 - 2.3.4 Workshop to present and discuss the research study on the impact of the death penalty on the families of prisoners facing the death penalty, including using innovative methods such as story-telling.

V. PROJECT GOVERNANCE AND MANAGEMENT ARRANGEMENTS:

Cost Efficiency and Effectiveness

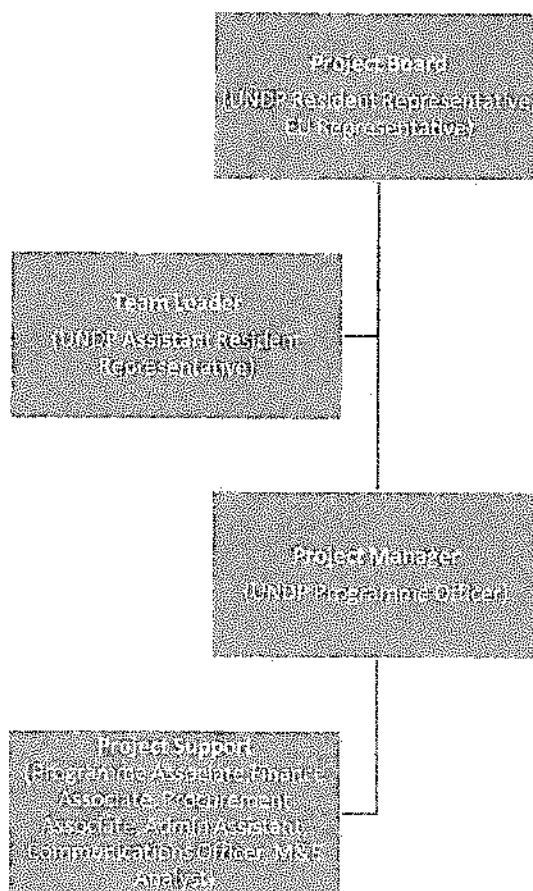
The project will build upon the results of the EU JULE and INL programmes since 2015. In particular, UNDP will take advantage of existing partnerships with the Ministry of Justice, the Ministry of Public Security, networks of defense lawyers, the Supreme People’s Court, etc. EU JULE already has a team in place and the proposed project will build on the experience and expertise of both the EU JULE and INL teams.

Furthermore, under this Project, the only significantly funded position is the Project Manager. Therefore, cost efficiencies will be achieved through sharing time and costs with other projects by engaging staff to share their time across this Project and others, including programmatic and administrative support staff. The staff fees will be charged through project costs for the time spent directly attributable to the implementation of this Action.

Project Governance and Management – Project Office

The project will be managed through the Direct Implementation Modality (DIM) by the Governance and Participation Team of UNDP, under the direct supervision of the Assistant Resident Representative, and under the overall programme management, the UNDP Resident Representative.

The project organigram is as follows:



The UNDP team consists of:

Team leader (P4, UNDP Assistant Resident Representative) will dedicate 0.5 month per year to guide and to oversee work of Project Manager & UNDP team, who will be responsible for all aspects of the implementation of the Project.

- **Project Manager (SB4, Governance and Participation Unit, UNDP)** will dedicate 6 months per year to provide specialist project management services and oversight of project support team.
- **Project Support:** the following UNDP colleagues, will provide, on a part-time basis, financial, administrative, procurement and communications support to the project:
 - **Programme Associate (SB3, Governance and Participation Unit, UNDP)** will dedicate 03 months per year to provide specialist administration and programme coordination support services for implementation of the Project.
 - **Procurement Associate (GS6, Governance and Participation Unit, UNDP)** will dedicate 07 days per year to approve procurement cases and sign project contracts.
 - **Finance Associate (GS6, Governance and Participation Unit, UNDP)** will dedicate 13 days per year for processing financial transactions, including payments, bank transfers; administering and coordinating financial transactions.
 - **Admin Assistant: (GS6, Governance and Participation Unit, UNDP)** will dedicate 7 days per year for processing project travel requests and managing vendors.

- **Communication Specialist: (SB4, Governance and Participation Unit, UNDP)** will dedicate 0.5 months per year to provide specialist reporting and communications services for the Project.

The costs for these team members are indicated in the Annex 3 and they will be charged through project costs for the time spent directly attributable to the implementation of this Action.

- **Project Assurance:** The project assurance role supports the Project Board in carrying out objective and independent project oversight and monitoring functions. This role will be held by UNDP M&E Analyst and the UNDP Assistant Resident Representative in charge of Governance.
- **M&E Analyst (NOB, Governance and Participation Unit, UNDP)** will dedicate 0.5 months over 3 years to provide specialist technical advice to planning, monitoring and evaluation of the Project.

The implementation SOPs will be based on UNDP Programme and Operations Policies and Procedures (POPP).

The chart below illustrates the management arrangements for the Project, including proportional time allocation.

Title of position	Post Level	Key functions	Allocation of time/costs to the Action		
			Year 1	Year 2	Year 3
Team Leader (Assistant Resident Representative)	P4	Be responsible for all aspects of the implementation of the Project.	0.5 months	0.5 months	0.5 months
Project Manager	SB4	Provide specialist project management services and oversight of project support team of the Project.	6 months	6 months	6 months
Programme Associate	SB3	Provide specialist administration and programme coordination support services for implementation of the Project.	3 months	3 months	3 months
Procurement Associate	GS6	Responsible for approving procurement cases and signing project contracts.	7 days	7 days	7 days
Finance Associate	GS6	Responsible for processing financial transactions, including payments, bank transfers; administering and coordinating financial transactions	13 days	13 days	13 days
Admin Assistant	GS6	Responsible for processing project travel requests and managing vendors	7 days	7 days	7 days
M&E Analyst	NOB	Providing specialist technical advice to planning, monitoring and evaluation of the Project.	0.1 month	0.1 month	0.3 month
Communication Specialist	SB4	Provide specialist reporting and communications services.	0.5 months	0.5 months	0.5 months

To support all project activities, *this proposed action includes expenses related to office rent which includes:* costs of IT and telecommunication, costs of utilities (electricity, water, heating, etc), consumables and stationery supplies for operation, and IT/Computer and office equipment purchase and maintenance.

VI. MONITORING AND EVALUATION

Monitoring and evaluation for the Project will include quantitative data, such as number of participating journalists, legal professionals and law students in training programmes.

Further monitoring and evaluation will include qualitative data based on interviews with key project partners including government officials, parliamentarians, legal professionals, researchers and development practitioners working on the death penalty.

The monitoring and evaluation will take place on an on-going basis, with an in-depth review on an annual basis to allow for any necessary reprogramming to ensure maximum impact of the project.

Monitoring and evaluation plan

UNDP will be responsible for monitoring the implementation, tracking of results and deliverables of the components following the indicative plan in Section V. This will involve:

- **Track results progress:** Collect and analyse progress data against the results indicators in the Log Frame to assess the progress of the Project in achieving the agreed outcomes and outputs.
- **Monitor and manage risk:** Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log.
- **Annual Progress Report** (narrative and financial) will be prepared by UNDP and submitted to the EU Delegation in accordance with the provisions of article 3 of the General Conditions.
- **Lessons learnt and knowledge management:** Document knowledge, good practices and lessons for integration into future projects/programmes included in the Annual Progress Report.
- **Quality Assurance of the Project:** Assess the quality of the Project against UNDP's quality standards to identify its strengths and weaknesses and to inform management decision making to improvement included in the Annual Progress Report.
- **Informal Quarterly Meetings:** Given the sensitivity of the topic of the death penalty, UNDP will adopt an iterative approach to assessing delivery of certain activities on a quarterly basis, including by regularly evaluating risks to delivery and pivoting plans where necessary, safe and appropriate to do so.

RESULTS FRAMEWORK

#	Results	Indicators	Baseline	Target	Means of verification
1	<p>Outcome 1: Improved conditions of application of the death penalty in Viet Nam, including through data collection and analysis, legislation reform and strengthened capacity of the judiciary and legal professionals;</p> <p>1.1. Improving transparency on the use of the death penalty</p> <p>1.2. Legal support for persons facing the death penalty, including trainings for lawyers (and other justice professionals, where possible) working on death penalty cases</p> <p>1.3. Improving conditions of detention and implementation of CAT recommendations</p> <p>1.4.</p>	<p>(a) Availability of data on the number of persons sentenced to death, persons pardoned, and persons being executed (disaggregated by sex, age, ethnicity, religion and crime).</p> <p>(b) Number of lawyers and other justice professionals (judges, prosecutors, court clerks, prison staff, etc.) participating in training programmes</p> <p>(c) Number of persons facing the death penalty having received support</p> <p>(d) Number of families of persons facing the death penalty receiving support</p>	<p>(a) Official data unavailable (unknown if collected), almost no unofficial data collected or available</p> <p>(b) 0</p> <p>(c) 0</p> <p>(d) 0</p>	<p>(a) One set of data available</p> <p>(b) Minimum of 180 (6 trainings, 30 persons/training)</p> <p>(c) 10</p> <p>(d) 20</p>	<ul style="list-style-type: none"> • Reports from roundtables and workshops (including qualitative data based on interviews with participants/beneficiaries) • Pre and post training surveys • Annual in-depth review for reprogramming

2	<p>Outcome 2: Increased awareness and understanding of the arguments in favour of the abolition of the death penalty</p> <p>2.1. Raising awareness and combatting misconceptions about the death penalty</p> <p>2.2. Information sharing/examples from other countries on legal reform and the abolition of the death penalty</p> <p>2.3. Research studies on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty</p>	<p>(a) Number of UNDP's research studies on death penalty</p> <p>(b) Number of participating members of parliament, journalists, legal professionals, law students in training programmes, study missions, criminal moot court competitions, roundtables, etc.</p> <p>(c) Level of increase of the percentage of PAPI's survey respondents who support the abolition of death penalty for drug-related crimes</p> <p>(d) Level of increase of the percentage of PAPI's survey respondents who support the reduction of crimes punishable by death penalty</p> <p>(e) Number of persons engaged in online and offline events</p>	<p>(a) 2</p> <p>(b) 0</p> <p>(c) 13.65% (PAPI 2015)</p> <p>(d) 31,31% (PAPI 2015)</p> <p>(e) 0</p>	<p>(a) Minimum of 3</p> <p>(b) Minimum of 260</p> <p>(c) Increase by a minimum of 10%</p> <p>(d) increase by a minimum of 10%</p> <p>(e) up to 10,000 (for all events)</p>	<ul style="list-style-type: none"> • PAPI 2023 report • Reports from roundtables workshops and events (including qualitative data based on interviews with participants/beneficiaries) • Media clippings of events • Pre and post training surveys • Mission report, including interviews with study trip participants
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Multi-year indicative work plan for the action implementation

Activity	Half-year 1						Half-year 1					
	1	2	3	4	5	6	7	8	9	10	11	12
Output 1.1: Improving transparency on the use of the death penalty												
Recruitment of the project team and planning for activities, including drafting concept notes for activities and meeting with partners.												
1.1.1 Roundtables with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime												

Activity	Half-year 1						Half-year 1					
	1	2	3	4	5	6	7	8	9	10	11	12
1.1.2 Co-design with interested stakeholders, such as NGOs, journalists and lawyers, a platform to collect all relevant information on death penalty cases												
1.3.1 & 1.3.2: Develop practical checklist on implementing the Nelson Mandela rules in Vietnamese prisons, and provide trainings for prison staff dealing with prisoners including prisoners facing the death penalty on the Nelson Mandela Rules (United Nations Standard Minimum Rules for the Treatment of Prisoners)												
Output 2.1: Raising awareness and combatting misconceptions about the death penalty												
2.1.1 Roundtables with newly elected members of the National Assembly on international trends and standards on the death penalty, and on its effectiveness as a deterrent in criminal justice.												
2.1.2 Develop guidance on good practice for journalists reporting on serious crimes and criminal justice issues, including the death penalty.												
2.1.4 Develop training materials for law students on skills in criminal justice, with a focus on the death penalty (including the development of criminal moot court competitions)												
2.1.5 Developing social media campaign targeted at the general public to evoke empathy and inspire behavioral changes (including human-interest stories of family members and friends, short videos, social media content by influencers, essay competitions for both journalists or students, or online quizzes)												
2.1.6 Organize annual public events on the occasion of the World Day Against the Death Penalty on 10 October, including possible film screenings, art exhibitions, TV and/or radio talk shows, live debate competitions												
2.1.7 Host awareness raising activities and debate competitions for university students of law, journalism, and international relations												
Output 2.2: Information sharing/examples from other countries on legal reform and the abolition of the death penalty												

Activity	Half-year 1						Half-year 1					
	1	2	3	4	5	6	7	8	9	10	11	12
2.2.4 Develop a network of lawyers working on the death penalty in Vietnam and neighbouring countries and organize annual meetings												
Output 2.3: Research studies on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty												
2.3.3 Research study on the impact of the death penalty on the families of prisoners facing the death penalty, including children												

Activity	Half-year 2						Half-year 2					
	1	2	3	4	5	6	7	8	9	10	11	12
Output 1.1: Improving transparency on the use of the death penalty												
1.1.1 Roundtables with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime												
1.1.2 Co-design with interested stakeholders, such as NGOs, journalists and lawyers, a platform to collect all relevant information on death penalty cases												
Output 1.2: Legal support for persons facing the death penalty, including trainings for lawyers (and other justice professionals, where possible) working on death penalty cases												
1.2.1 Direct support, including financial support, to lawyers to provide legal advice and representation for persons facing the death penalty or to prepare application for pardon or commutation												

Activity	Half-year 2						Half-year 2					
	1	2	3	4	5	6	7	8	9	10	11	12
1.2.2 Direct support to families to persons facing the death penalty, including assistance for family visits												
1.2.3 Trainings for lawyers (and other justice professionals) at the Judicial Academy on relevant international and national standards on the death penalty and on new principles set out by the Revised Criminal Procedure Code that enable them to defend clients who are prosecuted for capital offences												
1.2.4 Trainings for judges at the Supreme People’s Court or Court Academy on relevant international and national standards on the death penalty (and on sentencing) and skills to apply new principles set out by the Revised Criminal Procedure Code.												
2.1.5 Developing social media campaign targeted at the general public to evoke empathy and inspire behavioral changes (including human-interest stories of family members and friends, short videos, social media content by influencers, essay competitions for both journalists or students, or online quizzes)												
2.1.6 Organize annual public events on the occasion of the World Day Against the Death Penalty on 10 October, including possible film screenings, art exhibitions, TV and/or radio talk shows, live debate competitions												
2.1.7: Host awareness raising activities and debate competitions for university students of law, journalism, and international relations												
Output 1.3: Improving conditions of detention and implementation of CAT recommendations												
1.3.1 & 1.3.2: Develop practical checklist on implementing the Nelson Mandela rules in Vietnamese prisons, and provide trainings for prison staff dealing with prisoners including prisoners facing the death penalty on the Nelson Mandela Rules (United Nations Standard Minimum Rules for the Treatment of Prisoners)												
Output 2.1: Raising awareness and combatting misconceptions about the death penalty												

Activity	Half-year 2						Half-year 2					
	1	2	3	4	5	6	7	8	9	10	11	12
2.1.1 Roundtables with newly elected members of the National Assembly on international trends and standards on the death penalty, and on its effectiveness as a deterrent in criminal justice.												
2.1.3 Training workshop for journalists on using the guidance document and examples of good practice in reporting on criminal justice issues.												
2.1.4 Develop training materials for law students on skills in criminal justice, with a focus on the death penalty (including the development of criminal moot court competitions)												
2.1.5 Developing social media campaign targeted at the general public to evoke empathy and inspire behavioral changes (including human-interest stories of family members and friends, short videos, social media content by influencers, essay competitions for both journalists or students, or online quizzes)												
2.1.6 Organize annual public events on the occasion of the World Day Against the Death Penalty on 10 October, including possible film screenings, art exhibitions, TV and/or radio talk shows, live-debate competitions												
Output 2.2: Information sharing/examples from other countries on legal reform and the abolition of the death penalty												
2.2.1 Study on international comparative experience on the abolition of the death penalty or restriction of death penalty crimes, preferably with a focus on countries from the region												
2.2.4 Develop a network of lawyers working on the death penalty in Vietnam and neighbouring countries and organize annual meetings												
Output 2.3: Research studies on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty												
2.3.1 Research study into international practice on criminal justice responses to drug trafficking and the socio-economic background of drug transporters in Viet Nam (with a view to remove drug transporting from the list of death penalty offences)												
2.3.2 Workshop to present and discuss the research study on drug trafficking												

Activity	Half-year 2						Half-year 2					
	1	2	3	4	5	6	7	8	9	10	11	12
2.3.4 Workshop to present and discuss the research study on the impact of the death penalty on the families of prisoners facing the death penalty, including using innovative methods such as story-telling.												

Activity	Half-year 3						Half-year 3					
	1	2	3	4	5	6	7	8	9	10	11	12
Output 1.1: Improving transparency on the use of the death penalty												
1.1.1 Roundtables with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime												
1.3.1 & 1.3.2: Develop practical checklist on implementing the Nelson Mandela rules in Vietnamese prisons, and provide trainings for prison staff dealing with prisoners including prisoners facing the death penalty on the Nelson Mandela Rules (United Nations Standard Minimum Rules for the Treatment of Prisoners)												
Output 1.2: Legal support for persons facing the death penalty, including trainings for lawyers (and other justice professionals, where possible) working on death penalty cases												
1.2.2 Direct support to families to persons facing the death penalty, including assistance for family visits												
1.2.4 Trainings for judges at the Supreme People's Court or Court Academy on relevant international and national standards on the death penalty (and on sentencing) and skills to apply new principles set out by the Revised Criminal Procedure Code												

Activity	Half-year 3						Half-year 3					
	1	2	3	4	5	6	7	8	9	10	11	12
Output 1.3: Improving conditions of detention for persons facing the death penalty												
1.3.1 Trainings for prison staff dealing with prisoners facing the death penalty on the Nelson Mandela Rules (United Nations Standard Minimum Rules for the Treatment of Prisoners)												
1.3.2 Develop practical checklist on implementing Nelson Mandela Rules in Vietnamese prisons												
Output 2.1: Raising awareness and combatting misconceptions about the death penalty												
2.1.1 Roundtables with newly elected members of the National Assembly on international trends and standards on the death penalty, and on its effectiveness as a deterrent in criminal justice.												
2.1.5 Developing social media campaign targeted at the general public (including short videos or online quizzes)												
2.1.6 Organize annual public events on the occasion of the World Day Against the Death Penalty on 10 October, including possible film screenings, art exhibitions, TV and/or radio talk shows, live debate competitions												
2.1.7: Host awareness raising activities and debate competitions for university students of law, journalism, and international relations												
Output 2.2: Information sharing/examples from other countries on legal reform and the abolition of the death penalty												
2.2.2 Study mission for government officials and/or lawyers to another country which has abolished the death penalty, imposed a moratorium or reduced the number of capital offences to the "most serious crimes"												
2.2.3 Roundtable with participants to present and discuss the results of the study mission												
2.2.4 Develop a network of lawyers working on the death penalty in Vietnam and neighbouring countries and organize annual meetings												

Activity	Half-year 3						Half-year 3					
	1	2	3	4	5	6	7	8	9	10	11	12
Output 2.3: Research studies on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty												
2.3.2 Workshop to present and discuss the research study on drug trafficking												

INDICATIVE BUDGET

Please see Annex 3 of the EU-UNDP Contribution Agreement.

Risk Analysis

Description	Date Identified	Type	Impact and Probability	Framework/Measure	Owner	Status
Failure to secure approval for project activities by relevant partners, especially State agencies	June 2020	Operational Organizational Political Strategic	P = 3 I = 3	UNDP will initiate approval processes through partners from an early stage to respond to concerns raised by the relevant approving agencies. UNDP will focus on successful approaches adopted through earlier similar activities. Furthermore, UNDP will try to take advantage of accepted existing frameworks such as the Government's national plan for ICCPR implementation, and possible similar plan for CAT, activities under the EU JULE project and the implementation of key provisions of the Criminal Procedure code 2015, to ensure approval of activities where the government is already directly engaged. UNDP will also engage in a mix of nationally implemented activities, which are those implemented by government partners, and directly implemented activities, including those delivered directly by UNDP and non-state organizations such as CSOs and independent contractors, to ensure delivery of activities continues to progress despite lengthy government approval processes.	UNDP/EU	n/a
Ensuring security of key partners during project implementation	June 2020	Security	P = 4 I = 4	UNDP will work to ensure the security of individual partners, including researchers and development practitioners working on the death penalty, by following guidance from key human rights organizations on supporting human rights defenders such as the Office of the High Commissioner for Human Rights (OHCHR) or INGOs such as Frontline Defenders. Under the Project, UNDP will provide advice to partners on how secure their privacy and security throughout the project, including on the use of more secure means of communications. Throughout activities UNDP will ensure to ask all participants at events for permission to use their pictures, exercise caution when preparing and sharing of participants lists, including names and other details of participants, and ensure files related to the Project are digitally stored securely. In general, to ensure the safety of persons engaged with under this Project, UNDP will adopt the 'do no harm' principle in delivering all activities.	UNDP/EU	n/a
Activities needing to be reprogrammed based on security or sensitivity of issues	June 2020	Operational Organizational	P = 3 I = 2	Given the sensitivities surrounding work on the death penalty, there is a high risk of non-delivery of certain activities. UNDP will adopt an iterative approach to assessing delivery of certain activities, including by regularly evaluating risks to delivery. In agreement with the EU Delegation, it was agreed that one year into the project, UNDP and the EU should assess the status of implementation and consider reprogramming activities. In particular, there is a high risk that activities planned with government partners, including the Ministry of Public Security, Ministry of Justice and Supreme People's Court (including the Judicial and Court Academies) may not take place. In such scenario, Activities 1.1.1, 1.2.3, 1.2.4, 1.3.1 and 2.1.1 are especially difficult to implement. They could be replaced by the following activities (non-exhaustive list): awareness raising activities with affected communities (ethnic minority community members involved in the transporting of drugs), development of guidance materials for lawyers handling death penalty cases, etc.	UNDP/EU	n/a

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Article 1: Definitions

- Action:** the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU Contribution and (ii) to activities jointly co-financed by the EU.
- Contractor:** a natural or legal person with whom a Procurement Contract has been signed.
- Days:** calendar days.
- Early Detection and Exclusion System:** a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
- End Date:** the date by which the Agreement ends, i.e. the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed until the completion of such procedure.
- Final Administrative Decision:** a decision of an administrative authority having final and binding effect in accordance with the applicable law.
- Final Beneficiary:** a natural or legal person ultimately benefitting from the Action.
- Force Majeure:** any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
- Grant:** a direct financial contribution by way of donation given by the Organisation or a Partner to finance third parties activities.
- Grant Beneficiary:** a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.

Grave Professional Misconduct:	<p>any of:</p> <ul style="list-style-type: none"> a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.
Internal Control System:	<p>a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives:</p> <ul style="list-style-type: none"> a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
International Organisation:	an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation.
Member State Organisation:	an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State.
Multi-Donor Action:	an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s).
Outcome:	the likely or achieved short-term and medium-term effects of an Action's Outputs.
Output:	the products, capital goods and services which result from an Action's activities.
Partner:	an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation.
Procurement Contract:	a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works.
Regulations and Rules:	regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.
Result:	the Output or Outcome of an Action.

Sound Financial
Management:

a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

Article 2: General obligations

Implementation of the Action

- 2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

Responsibility

- 2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.
- 2.3 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

Other obligations

- 2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
- a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
 - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
 - h) where applicable, a request for payment;
 - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
- a) all the information requested in Article 3.7 a) to h);
 - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
 - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
 - d) the exact link to the webpage where, according to Article 22.1, information on Grant Beneficiaries and Contractors is available;
 - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
 - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
 - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration

- 3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VII, unless Article 1.5 of the Special

¹ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

Audit or control opinion for organisations other than International Organisations/Member State Organisations

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

Failure to comply with reporting obligations

- 3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

Article 7: Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related

publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action² published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.

- 8.3 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 If, pursuant to Article 9.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 8.7 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

Article 9: Right to use results and transfer of equipment

Right to use

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.

² Communication and Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: https://ec.europa.eu/europeaid/sites/deveco/files/communication-visibility-requirements-2018_en.pdf

- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

Transfer

- 9.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest - together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 10: Monitoring and evaluation of the Action

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- 10.2 Article 10.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.

- 10.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 10.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

Article 11: Amendment to the Agreement

- 11.1 Without prejudice to Articles 11.3 to 11.7, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 11.4 The method described in Article 11.3 shall be used neither to amend the contingency reserve, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 11.5 The Organisation may, in agreement with the Contracting Authority, change Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action, without the need for a formal addendum to the Agreement.
- 11.6 The Organisation may, in agreement with the European Commission, amend Annex VI without the need for a formal addendum to the Agreement.
- 11.7 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

Article 12: Suspension

Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
 - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about

compliance by the Organisation with its obligations in the implementation of the Action;
or

- e) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
- d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.

12.2 In the situations listed in Article 12.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) days from the date on which the payment request was received, of the reasons for the suspension, specifying - where applicable - the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:

- a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
- b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
- c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.

12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) days from the receipt of the notification. If the Organisation does not submit observations, or if - after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

Suspension for exceptional circumstances

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional or unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
 - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

Article 13: Termination

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
 - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
 - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
 - d) is guilty of Grave Professional Misconduct proven by any justified means;
 - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
 - f) fails to comply with the reporting obligations in accordance with Article 3.15;
 - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) days from the receipt of the notification. During this period, and until the termination takes effect,

the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
 - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
 - c) in the situations described in Articles 12.5 and 12.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 14.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 14.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European

Commission. If no settlement is reached within one hundred and twenty (120) days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.

14.4 Where the Organisation is an International Organisation:

- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
- b) in the absence of an amicable settlement pursuant to Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 15: Recovery

15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.

15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.

15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:

- a) by offsetting it against any amounts owed to the Organisation by the EU;
- b) by taking legal action pursuant to Article 14;
- c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.

15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.6(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.

15.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.

- 15.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

Archiving

- 16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.

Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European

Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.

- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Eligibility of costs

- 18.1 Direct costs are eligible for EU financing if they meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement;
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for EU financing:
- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
 - b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;

- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) debts and debt service charges;
- f) provision for losses, debts or potential future liabilities;
- g) banking charges for the transfers from and to the Contracting Authority;
- h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 18.1; and
- k) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 18.6 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 18.7 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.8 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

Article 19: Payments

- 19.1 Payment procedures shall be as follows:
 - a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties;
 - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;

- ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
- iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
- c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report; and
- d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.

19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.

19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.

19.5 Payment arrangements for performance-based financing in accordance with Article 21 shall be set out in Article 4 of the Special Conditions and Annex I.

Late payment interest

19.6 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:

- a) upon expiry of the time limits for payments specified in Article 19.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
- b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
- c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;

- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment.

Article 20: Final amount of the EU Contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 20.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 20.3.
- 20.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Article 21: Performance-based financing

- 21.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 18. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 21.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.
- 21.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 21.4 Articles 3.7 f), 3.8 b) and 3.8 f) do not apply to the part of the Action supported by way of performance-based financing.

Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries

- 22.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU Contribution: title of the contract/agreement/project; nature and purpose of the

contract/agreement/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/agreement/project. The term "locality" shall mean the address for legal persons and the Region on NUTS³ 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.

- 22.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 22.3 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

Article 23: Contracting and Early Detection and Exclusion System

Contracting

- 23.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.
- 23.2 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by the EU Contribution, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;
 - b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
 - c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
 - d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
 - e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

Early Detection and Exclusion System

³ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

- 23.3 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to Article 23.2 or its own positively assessed Regulations and Rules, as applicable, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 23.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 23.5 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions⁴.

⁴ The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable.

Annex III: Budget for the Action						
36 months						
Title of the Action: "Right to a fair trial in serious criminal cases in Viet Nam: Promoting the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty"						
EXPECTED OUTPUTS & PLANNED ACTIVITIES	Budget description	ALL YEARS AMOUNT (USD)	PLANNED BUDGET BY YEAR (USD)			JUSTIFICATION
			Year 1	Year 2	Year 3	
OUTCOME 1						
Improved conditions of application of the death penalty in Viet Nam including through data collection and analysis, legislation reform and						
Output 1.1: Improving transparency on the use of the death penalty						
1.1.1: Roundtables with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime						
	Total	20,480	-	-	-	
	Transfer to counterpart	14,000	-	6,000	6,000	Transfer to partner under a Letter of Agreement (LoA)/Grant for annual round tables meeting with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime
	Travel	2,000	-	1,000	1,000	Travel cost for UNDP staffs to monitor the events
1.1.2 Co-design with interested stakeholders, such as NGOs, journalists and lawyers, a platform to collect all relevant information on death penalty cases						
	National consultant	6,480	6,480	-	-	24 days of national consultant (EU_UN cost norm) to co-design a platform to collect all relevant information on death penalty cases
Output 1.2: Legal support for persons facing the death penalty, including trainings for lawyers (and other justice professionals, where possible) working on death penalty cases						
1.2.1 Direct support, including financial support, to lawyers to provide legal advice and representation for persons facing the death penalty or to prepare application for pardon or commutation, 1.2.2 Direct support to families to persons facing the death penalty, including assistance for family visits						
	Transfer to counterpart	18,000	6,000	6,000	6,000	Transfer to counterpart through signing LOA/grant to provide direct support to lawyer to provide legal advice and representation for persons facing the death penalty, or to prepare for the application for pardon and commutation, as well as to provide direct support to families to person facing the death penalty, including assistance for family visit

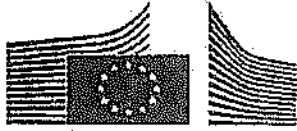
EXPECTED OUTPUTS & PLANNED ACTIVITIES	Budget description	ALL YEARS AMOUNT (USD)	PLANNED BUDGET BY YEAR (USD)			JUSTIFICATION
			Year 1	Year 2	Year 3	
1.2.3 Trainings for lawyers (and other justice professionals) at the Judicial Academy on relevant international and national standards on the death penalty, and on new principles set out by the Revised Criminal Procedure Code that enable them to defend clients who are prosecuted for capital offences		27,260	-	-	-	
	National consultant	4,860	2,430	2,430	-	18 days of national consultant (EU_UN cost norm)
	International consultant	6,400	3,200	3,200	-	8 days of international consultant (UNDP international consultant rate) including DSA and travel
	Transfer to counterpart	16,000	8,000	8,000	-	Transfer to partner under a Letter of Agreement (LoA)/Grant for one training course each year.
1.2.4 Trainings for judges at the Supreme People's Court or Court Academy on relevant international and national standards on the death penalty (and on sentencing) and skills to apply new principles set out by the Revised Criminal Procedure Code.		20,330	-	-	-	
	National consultant	5,130	-	-	5,130	19 days of national consultant (EU_UN cost norm)
	International consultant	7,200	-	-	7,200	9 days of international consultant including DSA and travel.
	Transfer to counterpart	8,000	-	-	8,000	Transfer to partner under a Letter of Agreement (LoA)/Grant for 01 training
Output 1.3 Improving conditions of detention and implementation of CAT recommendations		59,000				
1.3.1 Trainings for prison staff dealing with prisoners including prisoners facing the death penalty on the Nelson Mandela Rules (United Nations Standard Minimum Rules for the Treatment of Prisoners)		59,000				
1.3.2 Develop practical checklist on implementing the Nelson Mandela Rules in Vietnamese prisons						
	National consultant	17,600	8,000	4,800	4,800	20 days of national consultant (EU_UN cost norm) to develop the training material and provide the training course
	International consultant	14,400	6,400	4,000	4,000	18 days of international consultant (UNDP consultant fee) including DSA and travel to review and adopt the international practices into the training materials
	Transfer to counterpart	24,000	8,000	8,000	8,000	Transfer to partner under a Letter of Agreement (LoA) /Grant for 03 training courses.
	Travel	3,000	1,000	1,000	1,000	Missions from UNDP staffs to monitor the trainings courses and workshops
Sub-total for Outcome 1		145,070	49,510	44,430	51,130	
OUTCOME 2 - Increased awareness and understanding of the arguments in favour of the abolition of the death penalty						

EXPECTED OUTPUTS & PLANNED ACTIVITIES	Budget description	ALL YEARS AMOUNT (USD)	PLANNED BUDGET BY YEAR (USD)			JUSTIFICATION
			Year 1	Year 2	Year 3	
Output 2.1 Raising awareness and combatting misconceptions about the death penalty		98,460	-	-	-	
2.1.1 Roundtables with newly elected members of the National Assembly on international trends and standards on the death penalty, and on its effectiveness as a deterrent in criminal justice.		12,000	-	-	-	
	Transfer to counterpart	12,000	6,000	-	6,000	Transfer to partner under a Letter of Agreement (LoA)/grant for annual round tables meeting with relevant State agencies on data collection on death penalty cases, including on death sentences and executions, disaggregated by sex, age, ethnicity, religion and crime
2.1.2 Develop guidance on good practice for journalists reporting on serious crimes and criminal justice issues, including the death penalty		17,530	-	-	-	
	Transfer to counterpart	6,000	-	6,000	-	Transfer to partner under a Letter of Agreement (LoA)/grant for the consultation workshop and launching workshop
	National consultant	5,130	-	5,130	-	19 days of national consultant (EU_UN cost norm)
	International consultant	6,400	-	6,400	-	8 days of international consultant (UNDP consultant fee) including DSA and travel
2.1.3 Training workshop for journalists on using the guidance document and examples of good practice in reporting on criminal justice issues		16,160	-	-	-	
	Transfer to counterpart	8,000	-	8,000	-	Transfer to partner under a Letter of Agreement (LoA)/grant for one training in Y2
	National consultant	2,160	-	2,160	-	8 days of national consultant (EU_UN cost norm)
	International consultant	4,000	-	4,000	-	5 days of international consultant (UNDP consultant fee) including DSA and travel
	Travel	2,000	-	2,000	-	mission for UNDP staffs to monitor the events
2.1.4 Develop training materials for law students on skills in criminal justice, with a focus on the death penalty (including the development of criminal moot court competition)		10,980	-	-	-	
	National consultant	3,780	-	3,780	-	14 days of national consultant (EU_UN cost norm)
	International consultant	7,200	-	7,200	-	9 days of international consultant (UNDP consultant fee) including DSA and travel

EXPECTED OUTPUTS & PLANNED ACTIVITIES	Budget description	ALL YEARS AMOUNT (USD)	PLANNED BUDGET BY YEAR (USD)			JUSTIFICATION
			Year 1	Year 2	Year 3	
2.1.5 Developing social media campaign targeted at the general public (including human-interest stories of family members and friends, short videos, social media content by influencers, essay competitions for both journalists or students, or online quizzes)		7,290	-	-	-	
	National consultant	7,290	2,430	2,430	2,430	9 days each year for National consultant
2.1.6 Organize annual public events on the occasion of the World Day Against the Death Penalty on 10 October, including possible film screenings, art exhibitions, TV and/or radio talk shows, live debate competitions		24,000	-	-	-	
	Transfer to counterpart	18,000	6,000	6,000	6,000	Transfer to partner under a Letter of Agreement (LoA)/grant for the public events
	Suppliers, commodities and materials	6,000	2,000	2,000	2,000	Communication products & films
2.1.7: Host awareness raising activities and debate competitions for university students of law, journalism, and international relations	Transfer to counterpart	10,500	3,500	3,500	3,500	Transfer to partner under a Letter of Agreement (LoA)/grant for the public events
Output 2.2 Information sharing/examples from other countries on legal reform and the abolition of the death penalty		44,960	-	-	-	
2.2.1 Study on international comparative experience on the abolition of the death penalty or restriction of death penalty crimes, preferably with a focus on countries from the region		15,660	-	-	-	
	Transfer to counterpart	6,000	-	6,000	-	Transfer to partner under a LoA/Grant for a consultation workshop and dissemination workshop
	National consultant	4,860	-	4,860	-	18 days of national consultant
	International consultant	4,800	-	4,800	-	6 days of international consultant (UNDP consultant fee) including DSA and travel
2.2.2 Study mission for government officials and/or lawyers to another country which has abolished the death penalty, imposed a moratorium or reduced the number of capital offences to the "most serious crimes"		7,800	-	-	-	
	Travel	5,200	-	-	5,200	Study mission for group of participants of government officials and/or lawyers to another country which has abolished the death penalty, imposed a moratorium or reduced the number of capital offences to the "most serious crimes"
	Travel	2,600	-	-	2,600	Travel cost for 02 UNDP staffs to support and monitor the mission
2.2.3 Roundtable with participants to present and discuss the results of the study mission		3,500	-	-	-	
	Transfer to counterpart	3,500	-	-	3,500	Transfer to partner under a LoA/grant for a round table to present and discuss the results of the study mission

EXPECTED OUTPUTS & PLANNED ACTIVITIES	Budget description	ALL YEARS AMOUNT (USD)	PLANNED BUDGET BY YEAR (USD)			JUSTIFICATION
			Year 1	Year 2	Year 3	
2.2.4 Develop a network of lawyers working on the death penalty in Vietnam and neighbouring countries and organize annual meetings.		18,000	-	-	-	
	Transfer to counterpart	18,000	6,000	6,000	6,000	Transfer to partner under a LoA /Grant for annual meetings to develop network of lawyers working on the death penalty in Vietnam and other countries
Output 2.3 Research studies on the alleged effectiveness of the death penalty, the socio-economic profile of prisoners sentenced to death and impact of the death penalty of the families of prisoners facing the death penalty		30,230				
2.3.1 Research study into international practice on criminal justice responses to drug trafficking and the socio-economic background of drug transporters in Viet Nam (with a view to remove drug transporting from the list of death penalty offences)		9,650	-	-	-	
	National consultant	4,050	-	4,050	-	15 days of national consultant
	International consultant	5,600	-	5,600	-	7 days of international consultant including DSA and travel
2.3.2 Workshop to present and discuss the research study on drug trafficking		6,000	-	-	-	
	Transfer to counterpart	6,000	-	6,000	-	Transfer to partner under a LoA/grant to hold a workshop to present and discuss the research study on drug trafficking
2.3.3 Research study on the impact of the death penalty on the families of prisoners facing the death penalty, including children		8,580	-	-	-	
	National consultant	3,780	-	3,780	-	14 days of national consultant
	International consultant	4,800	-	4,800	-	6 days of international consultant including DSA and travel
2.3.4 Workshop to present and discuss the research study on the impact of the death penalty on the families of prisoners facing the death penalty, including using innovative methods such as story-telling.		6,000	-	-	-	
	Transfer to counterpart	6,000	-	-	6,000	Transfer to partner under a LoA/grant to hold a workshop to present and discuss the research study on the impact of the death penalty on the families of death row inmates
Sub-total for Outcome 2		178,650	25,930	104,490	43,230	
PROJECT OFFICE						
Local/ Field Office						
Management - Human Resources						
Team leader (P4)	Staff and other personnel costs	30,000	10,000	10,000	10,000	0.5 month per year for a Team Leader (P4) to guide and to oversee work of Project Manager & UNDP team, who will be responsible for all aspects of the implementation of the Project

EXPECTED OUTPUTS & PLANNED ACTIVITIES	Budget description	PLANNED BUDGET BY YEAR (USD)				JUSTIFICATION
		ALL YEARS AMOUNT (USD)	Year 1	Year 2	Year 3	
Project Manager (SB4)	Staff and other personnel costs	72,000	24,000	24,000	24,000	6 months each year for a Project Manager (SB4), will provide specialist project management services and oversight of project support team of the Project
Programme Associate (SB3)	Staff and other personnel costs	24,000	8,000	8,000	8,000	03 months per year of a Programme Associate (SB3) who will provide specialist administration and programme coordination support services for implementation of the Project.
Procurement Associate (GS6)	Staff and other personnel costs	3,150	1,050	1,050	1,050	7 days per year for a Procurement Associate to approve procurement cases and sign project contracts
Finance Associate (GS6)	Staff and other personnel costs	5,850	1,950	1,950	1,950	13 days per year for a Finance Associate for processing financial transactions, including payments, bank transfers; administering and coordinating financial transactions
Admin Assistant (GS6)	Staff and other personnel costs	3,150	1,050	1,050	1,050	7 days per year for an Admin Assistant for processing project travel requests and managing vendors
Communication Specialist (SB4)	Staff and other personnel costs	5,850	1,950	1,950	1,950	Expenses of 1.5 months spreading over 3 years of Communications Specialist (SB4), who will be provide specialist reporting and communications services.
Visibility & Communications activities	Suppliers, commodities and materials	6,000	2,000	2,000	2,000	Expenses for visibility actions as reference to the Communications and Visibility Plan, including: V&C for the launch of the Action, branding competition and the promotion products, and graphic design of the final Action report.
Monitoring and Evaluation (M&E)						
M&E Analyst (NOB)	Staff and other personnel costs	4,500	1,500	1,500	1,500	Expense of 0.5 month over 3 year of M&E Specialist (NOB), who will provide specialist technical advice to planning, monitoring and evaluation of the Project.
M&E activities (NOB) - (monitoring visits)	Travel; Contractual service	6,105	2,050	2,045	2,010	Expenses for monitoring visits (including spotcheck, assessment)
Other Project Office Costs						
Office rent (including costs of IT and telecommunication, costs of utilities (electricity, water, heating, etc), consumables and stationery supplies for operation, and IT/Computer and office equipment purchase and maintenance)	General operating and other direct costs	12,900	4,300	4,300	4,300	Cost per head count at the One UN House
Subtotal for Project Office		173,505	57,850	57,845	57,810	
Sub-total for Output 1 - 3		492,225	133,290	206,765	152,170	
Remuneration (indirect costs)		34,456	9,330	14,474	10,652	Remuneration (Indirect costs): 7% of the total eligible direct costs to be reimbursed by the Contracting Authority
TOTAL COST OF THE ACTION		526,680	142,620	221,239	162,821	



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/contracts_grants/info_contract/financial_id/financial_id_en.rtf

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②	UNDP CONTRIBUTIONS ACCOUNT		
IBAN/ACCOUNT NUMBER ③	36349562		
CURRENCY	US DOLLAR		
BIC/SWIFT CODE	CITIUS33	BRANCH CODE ④	NY - 940
BANK NAME	CITIBANK		
ADDRESS OF BANK BRANCH			
STREET & NUMBER	399 PARK AVENUE		
TOWN/CITY	NEW YORK, NEW YORK	POSTCODE	10022-4617
COUNTRY	UNITED STATES OF AMERICA		

ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER	UNITED NATIONS DEVELOPMENT PROGRAMME		
STREET & NUMBER	ONE UNITED NATIONS PLAZA		
TOWN/CITY	NEW YORK, NEW YORK	POSTCODE	10017
COUNTRY	UNITED STATES OF AMERICA		

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

Shannon Laverchia, AVP
 TTS Client Operations
 One Penn Plaza
 New Castle, DE 19720
 302-324-6518

DATE (Obligatory)

17 OCTOBER 2016

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

Julie Anne Mejia

JULIE ANNE MEJIA

Treasurer

UNDP Treasury Division

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account holder and the date are ALWAYS mandatory.

14.12

ANNEX V

Request for payment for Contribution Agreement

Date of the request for payment <.....>

For the attention of

<Address of the Contracting Authority>

<Financial unit indicated in the Contribution Agreement>¹

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance² under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following: ...]³

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments)
- final narrative and financial report (for payment of the balance)⁴

The payment should be made to the following bank account: .⁵

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully, <signature>

¹ If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement.

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model.



N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 of the General Conditions of Contribution Agreement).

**CLEARANCE SLIP FOR AN EU (CO-)FUNDED
UNDP PROJECT**

Title of the Action - "Right to a fair trial in serious criminal cases in Viet Nam: Promoting the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty"

- EUR 450,000
- EU Agreement ref: N° EIDHR/2020/420-159

Designated Manager: Ms. Caitlin Wiesen, UNDP Resident Representative in Viet Nam

	Bureaux/Units	Signatures	Date
1.	<p>Country Office / Regional Bureau / Business Unit</p> <p>a) Agreement reviewed and conformity with UNDP's mandate verified</p> <p>b) Check the conformity with UNDP Regulations and Rules</p> <p>c) Reporting requirement noted and accepted</p> <p>d) Executing agency acceptance of support cost arrangement confirmed</p> <p>e) Administrative cost arrangements confirmed</p> <p>f) Manager informed of his/her responsibilities as per attached document</p>	<p><u>Caitlin Wiesen</u> UNDP Resident Representative in Viet Nam Authorizing Signature</p> 	20 November 2020
2.	<p>BERA/ Brussels Office:</p> <p>a) General review of the agreement undertaken</p> <p>b) Conformity to general practice with donor confirmed</p> <p>c) Propriety of EU modality for intended contribution verified</p> <p>d) Noting and clearing deviations from standard format</p> <p>e) Special issues noted as relevant</p>	<p><u>Barbara Pesce Monteiro</u> BO Director Authorizing Signature</p> 	

Comments: The signatory authority is delegated to Ms. Caitlin Wiesen, UNDP Resident Representative in Viet Nam.



EUROPEAN UNION
DELEGATION TO VIETNAM

Cooperation Section

Hanoi, 19 November 2020

Ms. Caitlin Wiesen
Resident Representative
United Nations Development Programme, Viet Nam
Green One, UN House, 304 Kim Ma 10000
Hanoi, Viet Nam

**Subject: Signature of Contribution Agreement N° EIDHR/2020/420-159
Right to a fair trial in serious criminal cases in Viet Nam: Promoting the
application of international human rights standards applicable to the death
penalty in Viet Nam**

Dear Ms. Wiesen,

Please find enclosed **two originals** of the contribution agreement mentioned above. I would be grateful, if you could counter-sign and date all two originals, retain one for your record and return the other one to the following address:

**Head of Finance, Contracts and Audit Section
Delegation of the European Union to Vietnam
24th Floor, West wing, Lotte Center Hanoi,
54 Lieu Giai, Ba Dinh, Hanoi, Vietnam**

Please use a reliable courier service or registered mail to avoid any delays or loss of the documents.

Your attention is drawn to the fact that the Contracting Authority will not be obliged to honour the signed contribution agreement in the event of any of the following:

- the agreement is not returned to the above address within 30 days of the date of this letter, duly signed and dated by a signatory authorised to represent you;
- any modifications to the text of the agreement or its annexes.

The **Legal Entity** number, which has been attributed to you, is: **6000055554**

I also wish to inform you that the Organisation (UNDP) will need to strictly follow the General Conditions (Annex II) during the implementation of the agreement. In particular, the keeping of correct financial accounts is of great importance. The Organisation is expected as well to strictly apply the visibility requirements (cf. Article 8 of Annex II) which will be followed closely by the EU Delegation.

If necessary registration/authorisation for the Action by the relevant Vietnamese authorities has not been obtained by the date mentioned in Article 2.2 above, the start date of implementation will then be delayed until this registration/authorisation is acquired. Should you wish to modify this date, kindly inform us in due time, so that we can proceed to a rider and change the start date of implementation accordingly.

Yours sincerely,
E-signed
Koen Duchateau
Head of Cooperation

Enclosure: Two contribution agreements in original and their Annexes.

ANNEX VI - COMMUNICATION AND VISIBILITY PLAN

Title of the Action: *Right to a fair trial in serious criminal cases in Viet Nam: Promoting the application of international human rights standards applicable to the death penalty in Viet Nam, with a view to establishing a moratorium on executions and promoting the abolition of the death penalty*

A - Objectives

B- Communication Activities

C- Resources

A- Objectives

1. Overall communication objectives

The overall objective of the Communication and Visibility Plan is to contribute to the efficient implementation of the Project by ensuring that information and any communications activities and products are executed and produced with quality, are appropriate in terms of resources spent and expected impact, and are distributed in a timely manner to target groups.

Specific communications objectives are designed in line with the Project's overall objectives and key results, which are as follows:

- Raise awareness and combat misconceptions about the death penalty;
- Raise awareness about other objectives of the Project among the beneficiary population;
- Increase the visibility of the EU and the UNDP in Viet Nam;
- Ensure visibility of the progress and achievements made by the key beneficiary institutions and actors in relation to the focus areas of the Project;
- Raise awareness and ensure visibility of the Sustainable Development Goals (SDGs) and the contribution of the Project towards the implementation of the SDGs.

Given the political sensitivity of this Project, it may be counter-productive to promote the visibility of the activities and/or successes. UNDP and the EU should jointly assess on a regular basis how the present Communications and Visibility Plan should be adjusted.

2. Target groups

Information to be communicated should be simple and effective messages, targeted to different audiences, which are as follows:

- Key Government beneficiary institutions, including the National Assembly and the legal sector, and key beneficiary community-based organizations, CSOs;
- Relevant government ministries and/or agencies, and beneficiary institutions;
- General population in Viet Nam;
- Relevant legal practitioners, academia and university students;
- Public opinion influencers, including journalists, the media, key opinion leaders, vloggers.

For each target group, the visibility and communication activities will ensure that:

- Key messages, as well as the roles of the EU, UNDP and all partners are clearly communicated to all target audiences;
- All target audiences are aware of how the EU and UNDP work together to support improving conditions of application of the death penalty and increasing the awareness and understanding of key stakeholders of the arguments in favour of the abolition of the death penalty in Viet Nam.

3. Communication approach, tools and principles:

The media are recognized as the most important communication channels at national level, which is why they will be used as primary channels of communication with targeted groups. However, the Project will use social media, platforms of key opinion leaders, and design specific communications tools that will focus on delivering the message in a most effective way to some of the target groups, whenever possible.

The choice of an appropriate communication channel (or a combination of several channels) will depend on the profile of targeted audience and their preferred communication channels and tools (listed further below).

4. Means of communication:

Means of communications to establish effective communication with the target audiences will include:

- media advisories, press releases, interviews, media opportunities that will provide media coverage of key events, milestones and success stories;
- social media campaigns, livestreams, vlogs, podcasts;
- public information materials, such as factsheets and infographics;
- photo brochures and video products.

The Project will deploy the following main types of communication tools:

Website presentation: the UNDP website will serve as the primary vehicle of general information about the programme, including for the regular updates about its ongoing activities, results and impact. Press releases, articles, publications, photo galleries and success stories generated under the programme will be posted to the relevant sections of the website.

The mainstream media will be an outreach vehicle for specific occasions. Media events and occurrences will be planned and coordinated with the EU Delegation.

Video products: Short videos, where appropriate, to illustrate the impact of the Project's activities on the ground capturing human-interest stories will be produced on annual basis during the implementation of the Project.

Promotion package (leaflets, brochures) will be circulated through the websites and through targeted delivery to the target audiences, and international development partners.

Social media: Recognising the reach and increasing impact of social media in daily communication, the Project will utilize Facebook, Twitter, and YouTube channels of UNDP, EU JULE, to initiate behavioral change campaigns, share updates on news and achievements as well as to promote informational material, photo and video stories.

5. Communication principles:

The following is a set of core principles to be adhered to in the planning, implementation, monitoring and reporting of the Visibility and Communication Plan:

- *Coordination of the communication and messaging with the EU Delegation:* All PR and communication projects will be coordinated with the Press and Information Officer of the EU Delegation, or his/her delegate. Representatives of the EU Delegation will be informed in a timely manner and invited to participate in all PR events.

- *Beneficiary-tailored and human-centred communication:* The overall communication approach will pay high attention to the specific target groups, to tailor the overall information-sharing (including channels and tools used) to their specific needs.
- *Coordinated information flow:* The overall communication approach, as well as the day-to-day management and monitoring of the visibility, publicity and feedback, will be organized in such a way to ensure "healthy" and clear communication function. A regular internal information flow will be ensured within the project team and the UNDP's Communications Specialist, to make sure communication with the external audience and target groups is consistent, accurate and based on actual results, achievements, and innovative solutions realized within the Project.
- *Review and adapt to maximize communication results:* The Visibility and Communication Plan will be reviewed on annual basis (or more frequently if required) to ensure maximised efficiency and effectiveness of communication, especially if specific circumstances would demand such change. Moreover, the M&E and annual plans adoption will ensure that communication efforts and projects meet the needs of partners and achieve communication goals.

B- Communication Activities

6. Main activities that will take place during the period covered by the communication and visibility plan

To monitor the impacts of the communications activities, UNDP's Communications Specialist will:

- keep track of journalists' lists and contacts during media events.
- compile a list of press clippings, including radio and TV programmes, and screenshots of websites that mention Project activities, and present them in reporting to the EU Delegation.
- set up a list of Project publications and keep track of the distribution lists and the number of publications disseminated.
- where appropriate, use infographics to illustrate project results through key facts and figures that can be used on social media, website, posters, and in publications.

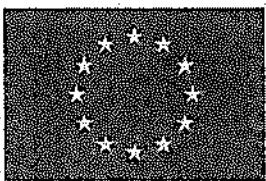

The communications framework below will be referenced to monitor the visibility projects and their impacts.

Output level	Outcome level
Expected communications results	
<ul style="list-style-type: none"> ▪ Project related messages disseminated via different forms and channels of communications ▪ Media published/broadcasted stories about the Project ▪ Stakeholders took part in events ▪ Stakeholders received communications messages ▪ Stakeholders understand communications messages 	<ul style="list-style-type: none"> ▪ Raised awareness and understanding about the Project among targeted audiences ▪ Development and maintaining of mutually beneficial, dialogic, multiple-way communications with targeted publics and project stakeholders ▪ Communication used as a tool for better understanding of project related issues ▪ Increased participatory communication and interactivity among the stakeholders ▪ Increased media understanding of the Project
Success indicators	
<ul style="list-style-type: none"> ▪ Number of disseminated messages (media advisories, press releases, interviews, news and features stories) 	<ul style="list-style-type: none"> ▪ Number of people in target groups who understand the Project's core messages ▪ Number of people in target groups who

<p>submitted to media, posts on social media –Facebook, YouTube, Twitter)</p> <ul style="list-style-type: none"> ▪ Number of published, broadcasted, narrowcasting messages in print, broadcasting and online media ▪ Project's key messages presented by media ▪ Number of participants in the Project's key events ▪ Number of people in target groups who received our messages 	<p>positively (re)act and start with projects based on Project's core messages which influenced their behaviours</p> <ul style="list-style-type: none"> ▪ Number of likes, comments, shares in social media ▪ Measurement of quality of relationships with project's stakeholder based on focus groups / expert discussions.
<p>Means of verification</p>	
<ul style="list-style-type: none"> ▪ Media monitoring, press clippings ▪ Content analysis of media coverage, ▪ Feedback from participants in events ▪ Social media measurement tools when appropriate (such as Facebook insight, Google analytics) 	<ul style="list-style-type: none"> ▪ Qualitative assessment of media coverage ▪ Media content analysis

7. Visual identity, use of logos and disclaimers:

All communication, information and press-statements will be in line with article 8 of the General Conditions (Annex 2 to the present EU-UNDP Contribution Agreement) and with the Joint Visibility Guidelines for EC-UN Projects in the Field, including the branding and logo usage.

Logo/Visual identity	Explanation and disclaimers
 <p>EUROPEAN UNION</p>	<p>The EU flag will be prominently displayed on all materials, events and products produced within the Project. In addition, all materials, publications, press-information, banners, etc. produced within the Project will duly contain the following explanation: <i>"The Project "Promoting the right to a fair trial in serious criminal cases in Viet Nam", is funded by the European Union and is implemented by UNDP"</i>.</p>
	<p>The logo of the UNDP, as appropriate, will be equally displayed on all materials, events and products produced within the Project.</p>

C- Resources

8. Human Resources

- One Person for 0,5 months per year for 3 years is required to implement the communication activities;
- Other project team members will also contribute to communication activities.

9. Financial resources: A visibility budget line has been included in the total budget of the Project (Annex 3). UNDP have allocated an amount of USD 6,000 out of the budget for the Project for implementing visibility projects of the Communication and Visibility Plan.

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Contribution Agreement <insert reference of the concrete Agreement>, (the "Agreement"), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate;
2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure¹ referred to in Article 1.3 of the Special Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

[However, the following reservations should be noted:]².

<insert place and date>

.....
(signature)

<Insert forename and surname>

¹ Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission.

² Option to be used in case of reservations.