

REGIONAL PROGRAMME IN SUPPORT OF THE OMBUDSMAN IN LATIN AMERICA
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I. Brief description

The Regional Support Programme for the Ombudsman in Latin America is conceived as an instrument to strengthen institutionally and reinforce the Ombudsman Offices in Latin America throughout a series of actions structured around three main areas: technical co-operation, promotion and training. These actions have a very strong technological base, which seeks the improvements in the performance of the Ombudsman Offices, thus enhancing their sustainability in Latin American countries.

II. Project background and justification

The Programme derives from an initiative from the Latin American Ombudsman Federation (FIO), in March 1998 as a result of the I Strengthening the Ombudsman institution in Latin America Course. The course, inaugurated by the Presidency of the FIO and the European Ombudsman was organised under the auspices of the European Commission. The University of Alcala, known for its prestige and its long standing links with Latin America, was approached by the Presidency of the FIO, held by Spain at that moment.

The Programme has since enriched itself due to the contributions of different FIO institutions, basically the former and the current Presidency as well as the InterAmerican Institute for Human Rights and the National Human Rights Commission of Mexico (CNDH). They have all participated in the identification of needs and in the formulation of this Programme, so as to the implementation of the different components. In particular, all the Ombudsman Institutions participating in the programme have contributed through a Questionnaire of needs and suggestions, a system established by to prioritise collective and individual needs.

The aims and activities of this Regional Support Programme have been drawn up to coincide with the Conclusions of the IV FIO Congress held in Tegucigalpa (Honduras) in September 1999.

III. Activities

The Regional Programme aims to increase the general sustainability of Human Rights institutions as members of the FIO. It enhances efficiency, both in qualitative and quantitative terms, in most of its activities and, more specifically, with regard to the Complaints Procedure which is the main instrument of the Ombudsman in the event of human rights violations.

The main areas of intervention as proposed in the Regional Support Programme are:

- The training of the staff in complaints procedures.
- The training of the staff in specific legal sectors such as the environment, indigenous peoples, consumer affairs, the elderly, etc.
- A joint technological network within the FIO for communication and exchange of experiences covering all possible aspects: processing of complaints, training, events, legal databases, etc.
- Increase the existing co-ordination regarding the activities of the European Commission, the Member States and the member Ombudsman offices of the FIO.
- The promotion and strengthening of the figure of the Ombudsman at national level as a warrant of independence and moral authority.

- Increase the visibility, presence and moral authority of the Ombudsman vis a vis other Latin American national institutions.

IV. Objectives

General Objectives

- To consolidate the processes of democratisation and respect for Human Rights in Latin America via the specific system of protection: the Ombudsman.

Specific Objectives

- To consolidate the figure of the Ombudsman as the National Human Rights Institution to effectively protect the underprivileged.
- To improve the technical and managerial capacity of the Ombudsman Offices in different Latin American countries, by improving the performance of its agents and thus the authority of the Ombudsman.
- To increase the general sustainability of the Ombudsman institutions.
- To reinforce the EC as the main agent in the promotion and defence of Human Rights in Latin America.

V. Justification

The following points summarise the main layers of the programme:

- The need to link the initiatives of the different Offices within a Programme that will strengthen the figure of the Ombudsman in the Region always from the perspective of the efficient protection of Human Rights.
- The need to adopt management models and techniques for all Offices within the Federation, and therefore to contribute to the harmonisation of technologies and management techniques among the different offices in Latin America, in order to attain greater efficiency in the day-to-day activities of the Ombudsman.
- A rationalisation of the initiatives and funds of co-operation in the field of Human Rights that will contribute to the strengthening and sustainability of future actions. The total increase in performance is estimated at 60%.
- A greater and more lasting impact of actions undertaken in the future to effectively promote Human Rights and enhance visibility of the efforts of the EC as the promoting institution.
- Regionalization of the Ombudsman institution and the universalization of the situation of Human Rights in order to consolidate the democratisation process in the region.
- The Management of Complaints Programme as an amalgamation of initiatives by the CICODE, the Ombudsman of Spain and the CNDH of Mexico- functioning within the Ombudsman network of Mexico: 32 states are connected by the Bolivar network and with a Complaints Management System which has increased the efficacy of the State Commissions-.

- The complementary nature of the training courses of the InterAmerican Institute for Human Rights (IIDH) and those of CICODE, Human Rights and Public Administration respectively, and the demand for training courses in the Offices by Ombudsman staff.

The programme does not aim to be an exhaustive response to the needs and co-operation opportunities with the Offices (currently there are numerous EU initiatives and projects in support of the Ombudsman). It accepts that the proposed co-operation is more specific in nature: To increase in sustainability of already existing institutions and to decrease the pace of current processes, such as the closure of departmental Offices in Honduras.

The improvement of the training of the staff, not only in legal terms, but also in management procedures, based in technological support, can in the mid-term guarantee the achievement of better results with a smaller number of staff.

VI. Institutions participating in the Programme of Support

The Board of the Programme
The President of the FIO
The European Ombudsman
The Ombudsman of Portugal
The Ombudsman of Spain
University of the Sorbonne
University of Alcala
Other Universities

VII. Detailed description of activities

The proposed activities described below are structured around the four main axes of the Programme, thus:

1. Horizontal technical co-operation
2. Promotion
3. Training
4. Technological platform

The activities of the Programme have been designed according to two criteria: i) the management capacity of the Offices in Latin American and their capacity to absorb co-operation resources at one time; ii) to support as a priority the most recently created Offices, that have a more fragile structure.

It is estimated that the Offices' training, technical assistance and promotion needs will be covered within the next three years.

1. HORIZONTAL TECHNICAL COOPERATION COMPONENT

This component will emphasise on the modernisation of the management processes inside the Ombudsman Offices. The support provided is not limited to advice on legal or institutional questions. The approach adopted includes the management of the Offices, Human Resources and financial management with particular attention to the use of public funds. The aim is that Management should be as competent and efficient as possible.

In accordance with the specific needs and requests of each participating Office, the planned activities will concentrate on providing technical support in three main areas:

1.1. Complaints Management Programme (CMP).

Aims:

To increase the sustainability of already existing Ombudsman Offices and to provide real satisfaction to citizens in the form of a clear improvement in the protection of Human Rights.

Description:

We propose to standardise and computerise the complaints procedures which is the main task of our offices. Different data base models will be implemented on INTERNET which, together with new computerised forms - with links as relational data bases- will enable the immediate processing of complaints, and the national and regional co-ordination of these actions, as well as the output of data analysis and conversion to Human Rights maps in real time. The data bases are to be generated in relation to: legislation, jurisprudence, terms of violations, classification, a bank of recommendations and dictionaries of synonyms (in order to allow the 'Regionalization' of the information search) and the geographic data base which is necessary to capture all data relating to Human Rights.

The implementation of this new Complaints Management System, based on a new and simple software will allow for reductions in staff costs and increased efficiency in the defence and promotion of Human Rights. This is due to the automatic generation of statistics and spatial analysis which will mean immediate dissemination through INTERNET (via the FIO portal), visibility and monitoring in terms of the evolution and respect of Human Rights.

Time and resources:

Technical assistance missions composed of Mexican and Spanish experts will be organised for the beneficiary Offices. The activities will be structured in three phases (plus the prior identification phase) which will culminate in the implementation and use of the Complaints Management System in 9 Offices: (Bolivia, Ecuador, Honduras, Nicaragua, El Salvador, Peru, Guatemala, Brazil and Venezuela).

1.2. Administrative management of human, material and budget resources

Aim:

To improve the capacities and total quality of the work of the Offices based on a new, efficient organisational management model.

Description:

Missions will be organised with one expert with professional experience in public management, lasting two weeks for consolidated Offices and three weeks for new Offices. Prior to the visit, the expert should have received from the related Office a status report containing a description of the its organisation and its administrative structure. Once at the Office, the expert will organise workshops with the managers mentioned in the status report in order to analyse the management techniques currently in use.

Upon returning from the mission, the expert will write a report with recommendations to be studied and possibly implemented by the Office. The conclusions of the report should include an analysis of the management techniques used and an estimate of management capacity regarding the budgetary resources of the Office.

The reports, with the necessary authorisation, will be published on the FIO INTRANET portal for the use of all Offices.

1.3. Sectoral consultancy

Aim:

Specific subjects such as children, the environment, women, prison systems, poverty, education and others will be tackled upon the request of Offices and according to their priorities.

Description:

Two weeks training missions will be organised for specialised staff.

Choice of subject will be based on the preferences of each Office and will take into account the subject dealt with on the training course attended that year.

2. PROMOTION COMPONENT

This is an essential component in those countries in which the figure of the Ombudsman is considered to be an institutional outsider by executive, judicial and legal powers, and perceived to be functioning thanks to the international co-operation funding and, in many cases, is involved in activities considered as disloyal to the State.

The seminars aim to change this perception and inform the authorities that the FIO wishes to standardise the model of the Ombudsman throughout Latin America (Regional approach).

This component will be developed via the following activities:

- (a) The organisation of national seminars to promote the figure of the Ombudsman.
- (b) The publishing of leaders in the Latin American media.
- (c) Support and advice to the Ombudsman in emerging Offices.
- (d) Publications and visibility.
- (e) The provision of bibliographic resources.
- (f) Launching a series of editorials about the Ombudsman.
- (g) Facilitation of the FIO fora.
- (h) Support for all the previous elements in their dissemination via the FIO INTERNET portal.

The visibility of the European Commission is guaranteed in all the activities of this area; it will also participate in the editorial supervision of the publications.

Publishing and dissemination activities are connected with those of technical co-operation and training. This is because they will be based upon the country experiences of the experts and facilitators involved in the technical missions, and also upon those resulting from the training activities and from the information generated by the computerised processing of complaints.

3. TRAINING COMPONENT

Training activities are based on the following four initiatives:

1. Training for the staff of Latin American Ombudsman Offices. The training refers to Public Management techniques, complaints management procedures and questions related to citizen protection. The I and II Courses for the Strengthening of the Institution of the Latin American Ombudsman have already taken place keeping pace along these lines. Three courses in organisational management techniques will be directed at managers.

2. Specialisation in Human Rights, to generate a Human Rights culture and to encourage the professionalization of the Human Resources in the institutions. Six courses (to be given by the IIDH) will be organised on different Sectoral questions. The first part of these will be carried out on the FIO portal.
3. Training on the spot, for Office staff in other Ombudsman Offices in Latin America and Europe. These will take place under the auspices of the EC and in different European Offices.
4. The Latin American Human Rights Portal: Free access to the FIO Latin American Documentation Forum within the Internet Portal relating to the figure of the Ombudsman and the Human Rights situation in Latin America. It provides data bases, publications, news and on-line training.

4. TECHNOLOGICAL PLATFORM

As stated, the FIO Portal constitutes the technological platform of the Regional programme: it provides integration and meaning. It also means the creation of a portal of Latin American Human Rights content. The Portal will contain three main sectors: training, events and promotion and technical co-operation (Complaints Management System and Efficient Office management protocols).

The Portal will include the updating of the FIO Latin American Documentation Forum regarding the figure of the Ombudsman and the Human Rights situation in the member countries of the FIO. This information would appear semi-automatically upon the integration of the Complaints Management System.

The Regional Support Programme is complemented and enhanced by INTERNET services. This technological base is necessary for the Ombudsman Offices to be efficient in their reception, processing and resolving of complaints. This is their main activity and, as such, is important in order to achieve lasting results from previous co-operation programmes:

A. TRAINING

The first part of the training will be taught on-line so as to benefit the largest number of people as possible in the different Offices. However, the system will be directed and tutored on a daily basis which will require a certain degree of commitment from the participants.

The participants in the training on specific subjects (women, children, environment, prisons, etc) will be motivated in two ways: first, the rewarding with the qualification as Human Rights expert from the University of Alcalá, after following the six courses; and secondly, the participant with the highest marks from each Office will be selected to represent that Office at the personal attendance course.

B. PROMOTION

All the events and materials will be published via the Portal which will provide a visual format via a GIS.

Daily consultations about the Human Rights situation in the region will be possible as well as the generation of maps which will indicate: where the violators are (absence of violators or vacuums), blackspots (violations above a specific density), the speed in processing the complaints; how many suits have been dismissed; the type of complaints and their location; the type of complainants and violators and their location; the number of delegations and cases dealt with, etc.

This information is generated semi-automatically from the Complaints Management System on the INTRANET, whose use is restricted to the Offices.

C. COMPLAINTS MANAGEMENT SYSTEM

As explained before, via the INTRANET located on the FIO Portal, the Complaints Management System facilitates and improves processing times.

The proposal is to standardise and computerise the complaint management procedures, the main duty of the Ombudsman Offices. A joint system would permit: a reduction in processing times; an improvement in the quality of the final document to prevent rejections due to a formal defect; public dissemination in real time of a prolonged violation so that the guilty authority will halt its attitude; automatic generation of statistics and special analysis to allow a clear dissemination in real time, visibility and monitoring of the Human Rights situation, cataloguing of authorities, main forms of violations in each department, etc; immediate access to the InterAmerican Recommendations Bank, as standardisation will permit its revision by any Office in another country.

The implementation of this new complaints management system, based on a new and simple software will produce reductions in staff costs as well as increasing the efficacy of actions to defend and promote Human Rights.

Each delegation under the national Office will require a computer, modem, printer and scanner.

VIII. Global Results

The expected global results of the Programme are as follows:

- To reinforce the joint action of Latin American Ombudsman Offices within the framework of the FIO.
- Closer co-operation and stronger links between Latin American Ombudsman Offices, due mainly to the standardisation of practices and expertise.
- Positioning the figure of the Ombudsman as the national institution for the protection of Human Rights.
- Increase the visibility of the European Commission as a promoter of regional initiatives to strengthen the Ombudsman in Latin America.

This Programme seeks to Integrate and Co-ordinate Initiatives in the field of the Ombudsman in Latin America, in order to strengthen the figure throughout the region to jointly defend and protect Human Rights.

ANNEX II

General Conditions applicable to European Community grant Contracts for external aid

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GENERAL AND ADMINISTRATIVE PROVISIONS

Article 1 – General obligations

- 1(1) The Beneficiary shall ensure that the Operation is carried out in accordance with the Description of the Operation contained in Annex 1, either alone or in partnership with one or more NGOs or institutions.

The Beneficiary may subcontract a limited portion of the Operation (works and services), preferably to local firms. The bulk of the Operation must, however, be undertaken by the Beneficiary.

If implementation of the Operation involves the conclusion of Contracts by the Beneficiary, the Contract-award procedures set out in Annex IV shall apply. The partners, the subcontractors and the supplies must originate in the Community or the country or countries eligible for grants under the programme of which the Operation is part.

The Community recognises no Contractual link between itself and the Beneficiary's partner(s) or between itself and a subcontractor. The Beneficiary alone shall be accountable to the Commission for the implementation of the Operation. The Beneficiary undertakes to ensure that the conditions imposed upon him under this Contract also apply to all partners and subcontractors involved.

- 1(2) The Beneficiary must implement the Operation with the requisite degree of care, efficiency and diligence, as required by best practice in the field concerned, and in compliance with this Contract.

To that end, the Beneficiary shall mobilise all the financial, human and material resources required for full implementation of the project, as specified in the Description of the Operation, endeavouring to use local human and material resources.

- 1(3) If the Beneficiary or any of the Beneficiary's partners, subcontractors or agents indulges in corrupt practices in connection with this or any other Operation financed by the Commission, the latter may suspend the Operation or terminate the Contract in accordance with Article 11(3).

Article 2 – Obligations regarding information and financial and technical reports

- 2(1) The Beneficiary must provide the Commission with full information on the implementation of the Operation. To that end, the Beneficiary must draw up intermediate reports and a final report. These reports shall consist of a technical portion and a financial portion. The Commission may request additional information at any time; that information must be supplied within 30 days of the request.

- 2(2) The Beneficiary must send the Commission intermediate reports in accordance with the provisions below. Every report must provide a complete account of all aspects of implementation for the period covered.

The report shall be laid out in such a way as to allow comparison of the objective(s), the means envisaged or employed, the results expected and obtained and the budget details for the Operation. The report must be accompanied by a plan of action for the next phase of the Operation's implementation.

- 2(3) The final report must contain a detailed description of the conditions in which the Operation took place, information on the steps taken to identify the Community as the source of financing and on considerations which could be used to evaluate the Operation's impact, plus a full summary of the Operation's income and expenditure and payments received.
- 2(4) The reports shall be presented in the same language as the Contract and in triplicate. They shall be submitted at the following intervals:
- A if payments follow option 1 or option 3 in Article 15(1): a single and final report shall be forwarded to the Commission within six months of the end of the Operation's duration of execution as defined in Article 2 of the Special Conditions;
- B if payments follow option 2 in Article 15(1):
- an intermediate report must accompany every request for payment;
 - the final report shall be forwarded to the Commission within six months of the end of the Operation's duration of execution as defined in Article 2 of the Special Conditions.
- 2(5) The Special Conditions may stipulate that the Beneficiary must supply an extra copy of the reports for the Commission Delegation in charge of monitoring the Operation.
- 2(6) If the Beneficiary fails to supply a final report by the final report deadline laid down in Article 2(4), and fails to furnish an acceptable and sufficient written explanation of the reasons why he is unable to comply with this obligation, the Commission may terminate the Contract in accordance with the first indent of Article 11(3) and recover the sums due.

Furthermore, where payments follow option 2 in Article 15(1) and the Beneficiary fails to present an intermediate report and a request for payment by the end of each twelve-month period following the date laid down in Article 2(1) of the Special Conditions, the Beneficiary must inform the Commission of the reasons why he is unable to do so, and must provide a summary of the state of progress of the Operation. If the Beneficiary fails to comply with this obligation, the Commission may terminate the Contract in accordance with the first indent of Article 11(3) and recover the sums due.

Article 3 - Liability

- 3(1) The Community cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Beneficiary while the Operation is being carried out. The Community cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
- 3(2) The Beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the Operation is being carried out. The Beneficiary shall discharge the Community of all liability associated with any claim or action brought as a result of an infringement by the Beneficiary or the Beneficiary's employees or individuals for whom those employees are responsible of rules or regulations, or as a result of violation of a third party's rights.

Article 4 – Confusion of interests

The Beneficiary undertakes to take all precautions necessary to avoid confusion of interests and shall inform the Commission immediately of any situation giving rise to or likely to give rise to any such confusion.

Article 5 - Confidentiality

The Commission and the Beneficiary undertake to preserve the confidentiality of the reports referred to in Article 2 and of any document, information or other material communicated to them in confidence.

Article 6 - Publicity

6(1) Unless the Commission requests otherwise, any notice or publication by the Beneficiary concerning the Operation, including at a conference or seminar, must specify that the Operation has received funding from the European Community.

The Beneficiary must take all necessary steps to publicise the fact that the Community has financed or co-financed the Operation. To that end, the Beneficiary shall refer to the Operation and the Community financial contribution in information given to the final recipients of the Operation, in internal and final reports and in any dealings with the media.

6(2) Any publication by the Beneficiary, in whatever form and by whatever medium, including the Internet, must carry the following warning: "This document has been produced with the financial assistance of the European Community. The views expressed herein are those of [name of Beneficiary] and can therefore in no way be taken to reflect the official opinion of the European Community."

Article 7 - Ownership/use of results and equipment

7(1) Ownership, title and industrial and intellectual property rights in the results of the Operation and the reports and other documents relating to it shall vest in the Beneficiary.

7(2) Notwithstanding the provisions of the first paragraph, the Beneficiary shall grant the Commission the right to use freely and as it sees fit all documents deriving from the Operation, whatever their form.

7(3) By the end of the implementation period for the Operation, the equipment, vehicles and supplies paid for by the Community grant must be transferred to any local partners of the Beneficiary or to the final recipients of the Operation. Copies of the title transfers must be attached to the final report.

Article 8 - Evaluation of the Operation

8(1) If the Commission performs an intermediate or subsequent (ex-post) evaluation, the Beneficiary must undertake to provide the Commission or its authorised agents with any document or information likely to help that evaluation to be successfully concluded. The Beneficiary must also provide the Commission or its authorised agents with the access rights described in Article 16(2).

8(2) If one party carries out or commissions an evaluation in the context of the Operation, it must provide the other party with a copy of the evaluation report.

Article 9 - Amendment of the Contract

9(1) Any amendment of the Contract, including the annexes thereto, must be set out in an addendum, to be concluded on the same terms as the original Contract.

If the request for an amendment comes from the Beneficiary, the latter must submit that request to the Commission two months before the amendment is intended to enter into force, except in cases which are duly substantiated by the Beneficiary and accepted by the Commission.

- 9(2) Where the amendment does not affect the basic purpose of the Operation and the financial impact is limited to a transfer within a single budget heading or a transfer between budget headings involving a variation of less than 10% of the amount originally entered under a heading for eligible costs, the Beneficiary may apply the amendment and shall inform the Commission accordingly without delay. This method may not be used to amend headings for administrative costs or the contingency reserve.

Changes of address, changes of bank account and changes of auditor may simply be notified, although this does not affect the Commission's option to oppose the Beneficiary's choice of bank account or auditor.

The Commission reserves the right to require that the auditor referred to in Article 7(1) of the Special Conditions be replaced if considerations which were unknown when the Contract was signed cast doubt on the auditor's independence or professional standards.

Article 10 – Assignment

The Contract and the payments attached to it may not be transferred or assigned to a third party in any manner whatsoever without the prior written consent of the Commission.

Article 11 - Termination of the Contract

- 11(1) The Beneficiary may terminate the Contract at any time by serving two months' written notice. In this event, the Beneficiary shall be entitled to payment of the grant only for the part of the Operation carried out, although this does not affect the Commission's right in cases of wrongful termination to claim full or partial repayment of sums already paid out.
- 11(2) In exceptional and duly justified cases, the Commission may decide to terminate the Contract by serving two months' written notice, without being required to pay compensation. In this event, the Beneficiary shall be entitled to payment of the grant only for the part of the Operation carried out.
- 11(3) The Commission may terminate the Contract, without giving notice and without paying compensation of any kind, where the Beneficiary:
- fails, without justification, to fulfil any of the obligations imposed and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of sending of the letter;
 - is declared bankrupt, is wound up or is the subject of any similar proceeding;
 - changes legal personality, unless an addendum acknowledging that fact is drawn up;
 - fails to comply with articles 4 or 10 or falls into the situations described in Articles 1(3) or 16(6);
 - makes false or incomplete statements to obtain the grant provided for in the Contract or provides reports that do not reflect reality;
 - commits financial irregularities.

In that event the Commission may demand full or partial repayment of the sums already paid out under the Contract.

Prior to or instead of terminating the Contract as provided for in this Article, the Commission may suspend payments as a precautionary measure, without prior notice.

- 11(4) Termination of the Contract for financial irregularities shall be without prejudice to the application of other administrative measures or penalties which may be imposed in accordance with Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities' financial interests.

Article 12 – Duration of execution of the Operation, extension, suspension and end date

- 12(1) The Beneficiary must inform the Commission without delay of any circumstances likely to hamper or delay the implementation of the Operation. The Beneficiary may make a request, no later than two months before the end of the Operation's duration of execution, for the latter to be extended. The request must be accompanied by all the supporting evidence needed for it to be considered.
- 12(2) The Beneficiary may suspend implementation of the Operation if circumstances (chiefly *force majeure*) make it too difficult or dangerous to continue. The Beneficiary must inform the Commission without delay and provide all the necessary details. The Commission may terminate the Contract in accordance with Article 11(2). If the Contract is not terminated, the Beneficiary may resume implementation of the Operation once the conditions are right, after informing the Commission. The Operation's duration of execution is extended by an amount of time equivalent to the duration of the suspension. This is without prejudice to any amendments to the Contract which may be required to adapt the Operation to new circumstances of implementation.
- 12(3) The Contract shall come to an end 24 months after the end of the Operation's duration of execution, as defined in Article 2 of the Special Conditions.

The Commission notifies the Beneficiary of any postponement of the end date.

Article 13 – Applicable law and competent courts

- 13(1) This Contract shall be governed by Belgian law.
- 13(2) Any dispute between the Commission and the Beneficiary which arises from implementation of this Contract and to which no amicable settlement could be found shall be referred to the Brussels courts.

FINANCIAL PROVISIONS

Article 14 - Eligible costs

14(1) To be considered eligible in the context of the Operation, costs must:

- be necessary for carrying out the Operation, be provided for in the Contract and comply with the principles of sound financial management, in particular value for money and cost-effectiveness;
- have been incurred during the duration of execution of the Operation, as defined in Article 2 of the Special Conditions;
- have actually been incurred, be recorded in the Beneficiary's or Beneficiary's partners' accounts, be identifiable and verifiable, and be backed by originals of supporting evidence.

14(2) The following direct costs shall be eligible:

- the cost of staff assigned to the Operation, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the Beneficiary, and rates must not exceed those generally accepted on the market in question;
- travel and subsistence costs for staff taking part in the Operation, provided they correspond to market rates and do not exceed the scales generally accepted by the Commission (including economy-class air fares);
- purchase costs for equipment (new or used) and services (transport, rent, etc.), provided they correspond to market rates;
- costs of consumables and supplies;
- expenditure on subcontracting or expenditure incurred by the Beneficiary's partners;
- costs deriving directly from the requirements of the Contract (dissemination of information, specific evaluation of the Operation, translation, reproduction, insurance, targeted training for those involved in the Operation, etc.) including financial service costs (in particular the cost of transfers and financial guarantees);
- taxes, without prejudice to the terms of Article 14(4);
- a contingency reserve of no more than 5% of eligible direct costs, which can be used only with the prior written (by letter) authorisation of the Commission.

14(3) A fixed percentage of the Beneficiary's overheads up to a maximum of 7% of the total amount of eligible direct costs shall be eligible as indirect costs.

Indirect costs shall be eligible provided that they do not include costs assigned to another heading of the budget provided for by the Contract.

Indirect costs shall not be eligible where the Contract concerns the financing of an Operation conducted by a body which is already receiving an operating grant from the Commission.

14(4) The following costs shall not be considered eligible:

- provisions for possible future losses or debts;
- interest owed;
- purchases of land or buildings, except where necessary for the direct implementation of the Operation, in which case ownership must be transferred to the Beneficiary's local partners (where applicable) or the final recipients of the Operation once the latter has come to an end;
- currency exchange losses, without prejudice to the terms of Article 15(7);
- VAT which the Beneficiary is able to reclaim.

14(5) Any contributions in kind made by the Beneficiary and listed separately in Annex III shall not be considered eligible costs for Community financing.

The Beneficiary must, however, undertake to make such contributions in accordance with the terms of this Contract.

Article 15 – Payment and interest on late payment

15(1) Payment procedures are set out in Article 4 of the Special Conditions and follow one of the three options below:

Option 1 : Operations not exceeding 12 months' duration or involving Community financing of EUR 100 000 or less

The Commission will make grant payments to the Beneficiary in the following manner:

- an advance of 80% of the sum referred to in Article 3(2) of the Special Conditions within 60 days of receipt by the Commission of the Contract signed by both parties and, where applicable, of a financial guarantee, as defined in Article 15(4);
- the balance within 60 days of the authorising department's recording a request for payment accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Option 2 : Operations exceeding 12 months' duration and involving Community financing of over EUR 100 000

The Commission will make grant payments to the Beneficiary in the following manner:

- an advance of 80% of the that part of the forecast budget for Operation's first 12 months which is being financed by the Community, within 60 days of receipt by the Commission of the Contract signed by both parties and, where applicable, of a financial guarantee, as defined in Article 15(4);
- intermediate payments of the amount indicated in Article 4 of the Special Conditions, within 60 days of the authorising department's recording a request for payment accompanied by an intermediate report, subject to approval of that report in accordance with Article 15(2);
- the balance within 60 days of the authorising department's recording a request for final payment accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Intermediate payments can be made only if the expenditure actually incurred represents at least 70% of the amount of the previous payment, as proven by the relevant intermediate report. The amount of the advance and the intermediate payments cannot exceed 90% of the sum referred to in Article 3(2) of the Special Conditions.

Option 3 : All Operations

The Beneficiary will receive the grant from the Commission as a lump sum within 60 days of the authorising department's recording a request for final payment accompanied by the final report, subject to approval of that report in accordance with Article 15(2).

Reports must be presented in accordance with the stipulations of Article 2.

- 15(2) The payment deadline of 60 calendar days referred to in Article 15(1) above shall expire on the date on which the Commission's account is debited. Without prejudice to the terms of Article 11(3), the Commission may halt the countdown towards this deadline by notifying the Beneficiary that the request for payment is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the Commission thinks it necessary to conduct further checks. In such cases, the Commission may request clarification, alteration or additional information, which must be produced within 30 days of the request. The countdown towards the deadline will resume on the date on which a correctly formulated request for payment is recorded.
- 15(3) Once the deadline referred to above has expired, the Beneficiary (unless the Beneficiary is a government department or public body in a Community Member State) may, within two months of late payment, claim late-payment interest at the rate applied by the European Central Bank to its main refinancing transactions in euros, plus one and a half percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (inclusive), and the date on which the Commission's account is debited (exclusive). This interest shall not be considered income for the purposes of Article 17(3).
- 15(4) Advances of EUR 1 million or more must be fully secured by a financial guarantee remaining valid until it is released by the Commission following final payment. This provision shall not apply if the Beneficiary is a government department or public body in a Community Member State.
- 15(5) The financial guarantee shall be in conformity with or match the model below:

SPECIMEN FINANCIAL GUARANTEE FOR THE REPAYMENT OF ADVANCES

To the Commission of the European Communities,
 SCR, [name and address of the relevant financial unit]
 200 rue de la Loi B-1049 Brussels, hereinafter referred to as "the Commission",

Subject: Guarantee n°...
 Financial guarantee for the repayment of advances payable under grant Contract
 [Contract number and title] (quote number and title in all
 correspondence)

We the undersigned, [name and address of financial institution] hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of [name and address of the Beneficiary], hereinafter referred to as "the Beneficiary", payment to the Commission of [amount of the advance in the currency in which it must be paid], this amount representing the part of the cost of the Operation payable as an advance under grant Contract [Contract number and title] concluded between the Beneficiary and the Commission.

Payment shall be made into account [account number] held by the Commission, without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Beneficiary has not repaid the advance on request or that the Contract has been terminated for any reason whatsoever. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released 60 days at the latest after the final payment provided for in the Contract.

The law applicable to this guarantee shall be that of [name of the European Union Member State in which the financial institution issuing the guarantee is established, or "Belgium" if the financial institution is established outside the European Union]. Any dispute arising out of or in connection with this guarantee shall be referred to the Brussels courts.

This guarantee will come into force and will take effect on receipt of the advance in the account designated in the Contract by the Beneficiary to receive payments.

.....
[place and date]

.....
[signature]¹

15(6) Payments due from the Commission shall be made into the bank account referred to in Article 4(3) of the Special Conditions. Where provision is made for the payment of an advance of EUR 1 million or more, a bank account must be opened specifically for the Operation.

15(7) The Commission will make payments in euros. Where necessary, actual expenditure will be converted into euros at the rate published by the European Central Bank in the "C" series of the Official Journal on the first working day of the month in which the request for payment is made. In the case of currencies not quoted in the Official Journal, conversion shall be based on the rates published in the Financial Times on the first Tuesday of the month in which the payment is made.

If there is an exceptionally wide fluctuation in exchange rates, the Commission may at the Beneficiary's request take appropriate steps to offset its effects.

15(8) Any interest accruing from the advances paid to the Beneficiary by the Commission shall be considered income for the purposes of Article 17(3). It may be used to cover eligible costs of the Operation.

Article 16 – Accounts and technical and financial checks

16(1) The Beneficiary must keep accurate and regular records and accounts of the implementation of the Operation using a dedicated double-entry book-keeping system as part of or as an adjunct to the Beneficiary's own accounts. This dedicated system shall follow the procedures dictated by professional practice. Separate accounts must be kept for each Operation, and must detail all income and expenditure. They must provide precise details of interest accruing on funds paid by the Commission.

16(2) The Beneficiary must consent to record-based or on-the-spot inspections by the Commission or the Court of Auditors of the use made of the grant, in accordance with the financial regulation applicable to the general budget of the Community (or as the case may be with the financial regulation applicable to the ACP-EC co-operation), until five years after the Operation's end date.

To that end, the Beneficiary must undertake to provide the staff of the Commission or the Court of Auditors, or their authorised agents, with appropriate rights of access to the sites and locations in which the Operation is being implemented, including access to computer systems, as well as access to all documents and computer files relating to the financial and technical management of the Operation. Access by authorised agents of the Commission or Court of Auditors shall be kept strictly confidential with regard to third parties, without prejudice to public law obligations to which the Commission is subject. Documents must be easily accessible and filed in a manner which allows easy verification; the Beneficiary is obliged to inform the Commission of the precise location in which they are kept.

¹ The name and title of the person(s) signing for the guarantor should be added in printed characters.

16(3) The documents referred to in Article 16(2) include:

A Works, supplies and services :

- bids from suppliers ;
- Contracts or order forms ;
- invoices and proofs of payment or settled invoices; if supplies come from the Beneficiary's stocks, invoices shall reflect the price paid at the time of purchase; a copy of the purchase invoice must be attached;
- for fuel and oil, the Beneficiary shall keep a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs.

B Staffing costs :

- a statement of expenditure on expatriate and/or European-based staff (where implementation is taking place in Europe) per month of effective work; expenditure will be assessed on the basis of unit prices per verifiable block of time worked and will be broken down into gross salary, social security charges, insurance and net salary;
- a statement of expenditure on locally recruited staff on fixed-term Contracts, with details of remuneration paid in cash or kind, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary.

16(4) If the size of the grant is EUR 100 000 or more, a final audit will be carried out when the Operation ends. Furthermore, if the Operation's duration of execution exceeds 18 months, an annual audit will be carried out for every 12-month period of implementation after the start of the Operation.

Every audit report must cover:

- Analysis and checking of the nature, legality and regularity of expenditure ;
- Checking of the utilisation of advances ;
- Audit of third-party accounts ;
- Reconciliation of expenditure with the dedicated accounts referred to in Article 16(1) above and with the Budget for the Operation ;
- Checking of the project's income (including Community advances, interest on advances, co-financing and other income generated by the project) ;
- Information on the precise physical location of the original documentary evidence for use in the event of checks by the Commission and Court of Auditors.

The auditor will in addition perform physical spot-checks (of genuine existence and of conformity) on certain activities. The Commission Delegation responsible for supervising the Operation, or any other Commission department, will determine the activities to be spot-checked at the Beneficiary's request and before the audit takes place.

Without prejudice to the terms of Article 11(3), the audit must not interrupt the implementation of the Operation. It must be carried out in accordance with international standards in the field.

16(5) The Beneficiary may fulfil the obligations referred to in Article 16(4) by submitting either audit reports for the Operation or its own annual audit report, provided that the audit is carried out by the independent audit practice referred to in Article 7 of the Special Conditions.

16(6) If the Beneficiary fails to comply with the fundamental obligations set out in this Article 16, the Commission may terminate the Contract in accordance with Article 11(3). In addition, the Beneficiary may be ruled ineligible for further Community financing for a period determined by the Commission.

Article 17 – Final amount of Community financing

- 17(1) The total sum to be paid by the Commission to the Beneficiary may not exceed the maximum grant established by Article 3(2) of the Special Conditions, even if the overall actual expenditure exceeds the estimated total budget set out in Annex III.
- 17(2) If the eligible costs at the end of the Operation are less than the estimated total cost specified in Article 3(1) of the Special Conditions, the Community contribution shall be limited to the amount produced by multiplying the actual expenditure by the percentage laid down in Article 3(2) of the Special Conditions.
- 17(3) The Beneficiary accepts that the grant can under no circumstances result in a profit for the Beneficiary, and must be limited to the amount required to balance income and expenditure for the Operation.

Article 18 – Repayment of the grant

- (1) In the cases referred to in Articles 11(1) (except wrongful termination), 11(2) and 17, the Beneficiary undertakes to repay to the Commission within 60 days of receiving a request from the latter any amounts paid in excess of the final amount due.
- 18(2) In the event of wrongful termination of the Contract by the Beneficiary, and in the cases specified in Article 11(3), the Commission may request full or partial repayment of sums paid to the Beneficiary. The Commission shall determine the manner and the deadline for such full or partial repayment.
- 18(3) Should the Beneficiary fail to repay such amounts within the deadline set by the Commission, the Commission may (unless the Beneficiary is a government department or public body in a Community Member State) increase the sums due by adding interest at the rate applied by the European Central Bank on the first day of the month in which the deadline expires to its main refinancing transactions in euros, plus one and a half percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline set by the Commission (inclusive), and the date on which payment is actually made (exclusive).
- 18(4) Bank charges incurred by the repayment of sums due to the Commission shall be borne entirely by the Beneficiary.
- 18(5) The recovery decision drawn up by the Commission and transmitted to the Beneficiary owing a repayment to the Commission shall be enforceable within the meaning of Article 256 of the EC Treaty.
- 18(6) Amounts to be repaid to the Commission may be offset against amounts of any kind due to the Beneficiary. This shall not affect the parties' option to agree on payment in instalments.

Description

Unit	Duration	Nº of Units	Rate EUR / Unit	Partial costs EC	Other financial contributions	Total costs Program
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1. Personnel costs

<i>Long term</i> (Specify full time or part time in %)							
Director Regional Programme (50%)	man/month	36	1	3.000	0	54.000	54.000
Coordinator Especialised Training in HR (100%)	man/month	24	1	1.820	43.680	0	43.680
Coordinator IV, V y VI Courses in Strengthening Ombudsman Offices	man/month	12	1	2.820	21.840	12.000	33.840
Coordinator CMP (100%)	man/month	36	1	2.820	65.520	36.000	101.520
Experts in Instalation, follow up, Validation CMP	man/month	36	2	2.500	0	180.000	180.000
Administrator	man/month	36	1	1.820	0	65.520	65.520
Secretary	man/month	36	1	1.820	0	65.520	65.520
Accountant	man/month	36	1	1.600	0	57.600	57.600
Computer / Documentation Experts (Plat/ Dig)	man/month	36	5	1.500	270.000	0	270.000
TOTAL					401.040	470.640	871.680

pts

66.572.640

78.126.240

144.698.880

<i>Short term</i>							
Trainer HR Especialization	man/day	6	60	151	54.360	0	54.360
Trainers IV, V y VI Courses in Strengthening Ombudsman Offices	man/day	3	60	151	27.180	0	27.180
CMP Phase I	man/day	5	45	100	22.500	0	22.500
CMP Phase II	man/day	15	12	100	18.000	0	18.000
CMP Phase III	man/day	2	24	100	4.800	0	4.800
Public Management Technical Cooperation (1 mission / 6 Ofic.)	man/day	90	1	265	23.850	0	23.850
Public Management Technical Cooperation (1 mission/ 5 Ofic.)	man/day	100	1	175	17.500	0	17.500
Tec. Coop. Specific Areas (1 mission/ 8Ofic.)	man/day	120	1	265	31.800	0	31.800
Tec. Coop. Specific Areas(1 mission/ 5 Ofic.)	man/day	75	1	265	19.875	-	19.875
TOTAL					219.865	-	219.865

pts

36.497.590

0

36.497.590

	EC	OTHERS	TOTAL
Sub-total personnel costs	620.905	470.640	1.091.545

Description (Cont.)

Unit	Duration	Nº of Units	Rate EUR / Unit	Partial costs	Other financial	Total costs
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EC

contributions

Program

2. Travel, accommodation & subsistence

<i>International travel</i>							
TECHNICAL COOPERATION							
CMP Phase I Methodology	roundtrip	1	24	1.500	36.000	0	36.000
CMP Phase I Compilation of Terms	roundtrip	1	30	1.500	45.000	0	45.000
CMP Phase I Compilation of Equivalents	roundtrip	1	12	1.500	18.000	0	18.000
CMP Phase II Training in methodology	roundtrip	1	30	1.500	45.000	0	45.000
CMP Phase II Elaboration of document	roundtrip	1	30	1.500	45.000	0	45.000
CMP Phase II Approval of Manual	roundtrip	1	30	1.500	45.000	0	45.000
CMP Phase III Computer System	roundtrip	1	12	1.500	18.000	0	18.000
CMP Phase III Exchange mechanisms	roundtrip	1	12	1.500	18.000	0	18.000
PROMOTION/ AWARENESS							
National seminars	roundtrip	1	6	3.000	18.000	0	18.000
Visits to Ombudsman Offices (3 Offices)	roundtrip	1	3	3.000	9.000	0	9.000
TRAINING							
III Institutional Strengthening Course	roundtrip	1	18	2.000	0	36.000	36.000
V Institutional Strengthening Course	roundtrip	1	18	2.000	0	36.000	36.000
V Institutional Strengthening Course	roundtrip	1	18	2.000	0	36.000	36.000
Specific Training in HR (6)	roundtrip	1	108	2.000	0	216.000	216.000

<i>Local travel</i>							
TECHNICAL COOPERATION							
Public Management (1 mission /6 Office)	roundtrip	1	3	1200	3.600	0	3.600
Public Management (1 mission/ 5 offices)	roundtrip	1	5	1200	6.000	0	6.000
Specific Training in HR (1 mission/8 Off)	roundtrip	1	4	1200	4.800	0	4.800
Specific Training in HR (1 mission/5 offices)	roundtrip	1	3	1200	3.600	0	3.600
TRAINING							
III Institutional Strengthening Course	roundtrip	1	10	1.200	0	12.000	12.000
IV Institutional Strengthening Course	roundtrip	1	10	1.200	0	12.000	12.000
V Institutional Strengthening Course	roundtrip	1	10	1.200	0	12.000	12.000
Specific Training in HR (6)	roundtrip	1	60	1.200	0	72.000	72.000

Description (Cont.)

Description (Cont.)	Unit	Duration	N° of Units	Rate EUR / Unit	Partial costs EC	Other financial contributions	Total Program Costs
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2. Travel, accommodation & subsistence (Cont)

<i>Subsistence (limited to the per diem rate for the country)</i>							
COMPLAINTS MANAGEMENT PROGRAMME							
CMP Phase I Methodology	days/person	2	24	200	9.600	0	9.600

CMP Phase I Compilation of Terms	days/person	5	30	200	30.000	0	30.000
CMP Phase I Compilation of Equivalent\$	days/person	1	24	200	4.800	0	4.800
CMP Phase II Ctraining in methodology	days/person	5	12	200	12.000	0	12.000
CMP Phase II Elaboration of document	days/person	5	12	200	12.000	0	12.000
CMP Phase II Approval of Manual	days/person	5	12	200	12.000	0	12.000
CMP Phase III Computer System	days/person	1	24	200	4.800	0	4.800
CMP Phase III Exchange mechanisms	days/person	1	24	200	4.800	0	4.800
PUBLIC MANAGEMENT (1 mission+ 6 offices)							
Colombia	days/person	15	1	148	2.220	0	2.220
Costa Rica	days/person	15	1	126	1.890	0	1.890
Guatemala	days/person	15	1	116	1.740	0	1.740
El Salvador	days/person	15	1	142	2.130	0	2.130
Panamá	days/person	15	1	133	1.995	0	1.995
Perú	days/person	15	1	198	2.970	0	2.970
(1 mission/ 5 offices)							
Bolivia	days/person	15	1	132	1.980	0	1.980
Honduras	days/person	15	1	195	2.925	0	2.925
Ecuador	days/person	15	1	146	2.190	0	2.190
Nicaragua	days/person	15	1	121	1.815	0	1.815
Venezuela	days/person	15	1	170	2.550	0	2.550
SPECIFIC AREAS (1 mission / 8 offices)							
Argentina	days/person	15	1	199	2.985	0	2.985
Colombia	days/person	15	1	148	2.220	0	2.220
Costa Rica	days/person	15	1	126	1.890	0	1.890
El Salvador	days/person	15	1	142	2.130	0	2.130
Guatemala	days/person	15	1	116	1.740	0	1.740
Panamá	days/person	15	1	133	1.995	0	1.995
México	days/person	15	1	173	2.595	0	2.595
Perú	days/person	15	1	198	2.970	0	2.970
(1 mission/5 offices)							
Bolivia	days/person	15	1	132	1.980	0	1.980
Nicaragua	days/person	15	1	195	2.925	0	2.925
Ecuador	days/person	15	1	146	2.190	0	2.190
Honduras	days/person	15	1	121	1.815	0	1.815
Venezuela	days/person	15	1	170	2.550	0	2.550

Description (Cont.)

Unit	Duration	Nº of Units	Rate EUR / Unit	Partial costs EC	Other financial contributions	Total Program Costs
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2. Travel, accommodation & subsistence (Cont)

Subsistence (limited to the per diem rate for the country) (Cont)

TRAINING

III Institutional Strengthening Course	days/person	15	24	106	0	38.160	38.160
IV Institutional Strengthening Course	days/person	15	24	106	0	38.160	38.160
V Institutional Strengthening Course	days/person	15	24	106	0	38.160	38.160
VI Course de Strengthening Institutional	days/person	15	24	106	0	38.160	38.160
III Institutional Strengthening Course	days/person	5	4	132	0	2.640	2.640
IV Institutional Strengthening Course	days/person	5	4	132	0	2.640	2.640
V Institutional Strengthening Course	days/person	5	4	132	0	2.640	2.640
VI Institutional Strengthening Course	days/person	5	4	132	0	2.640	2.640
Specific Training in HR (6)	days/person	15	144	106	0	228.960	228.960
Specific Training in HR (6)	days/person	5	24	132	0	15.840	15.840
PROMOTION / AWARENESS							
National Seminars (6 Offices)+A120							
Bolivia	days/person	2	1	132	264	0	264
Colombia	days/person	2	1	148	296	0	296
Ecuador	days/person	2	1	146	292	0	292
Nicaragua	days/person	2	1	201	402	0	402
Paraguay	days/person	2	1	115	230	0	230
Venezuela	days/person	2	1	170	340	0	340
Visits to Ombudsman Offices (3 Offices)							
Bolivia	days/person	3	1	132	396	0	396
Venezuela (Mérida)	days/person	3	1	170	510	0	510
Panamá	days/person	3	1	121	363	0	363

	EC	OTHERS	TOTAL
Sub-total Travel & subsistence	462.483	840.000	1.302.483

Description (Cont.)

Unit	Duration	Nº of Units	Rate EUR / Unit	Partial costs EC	Other financial contributions	Total costs Program
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4. Equipment

CMP Equipment 122 Offices (Computer, modem, fax, printer)		1	122	1.500	183.000	0	183.000
Graphic Station		1	1	4.000	4.000	0	4.000

Software (Arc View (2) WknoSYS		1	3	2000	6.000	0	6.000
Technical Assistance supplies and maintenance		1	24	200	4.800	0	4.800
Computer, amortization	comput/year	3	6	250	0	4.500	4.500
Laptop amortization	comput/year	3	2	350	0	2.100	2.100

	EC	OTHERS	TOTAL
Sub-total Equipment	197.800	6.600	204.400

5. Other Direct project Costs

Monographic publication	publication	1	6	5.723	34.338	0	34.338
Bibliographic fund	library	1	4	5900	23.600	0	23.600
Publications II, III y IV Course: edition, printing and distribution	publication	1	3	6.000	18.000	0	18.000
Office space	space	3	6	548	0	9.864	9.864
Cleaning	space	3	6	195	0	3.510	3.510
Light	space	3	6	250	0	4.500	4.500
Fuel	space	3	6	165	0	2.970	2.970
Security	space	3	6	195	0	3.510	3.510
Telephone / Fax	Comunicatio	3	3000	1	0	9.000	9.000
Publicaciones III, IV, V, VI Course Institutional Strengthening	publication	1	3	7.000	0	21.000	21.000
Domain INTERNET	domino	1	1	8.000	8.000	0	8.000
Visibility Publications	advertiseme	3	13	969	37.791	0	37.791
Maps of region		1	1	2.000	2.000	0	2.000

	EC	OTHERS	TOTAL
Sub-total Other Direct project Costs	123.729	54.354	178.083

Description (Cont.)

Unit	Duration	Nº of Units	Rate EUR / Unit	Partial costs EC	Other financial contributions	Total costs Program
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A. Sub-total direct costs (1+2+4+5)	1.404.917	1.371.594	2.776.511
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6. Contingencies (1) (max. 5% of A. Sub-total direct costs)	70.000	30.000	100.000
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B. Total direct costs (A + 6)	1.474.917	1.401.594	2.876.511
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7. Administration (max. 7% of B. Total direct costs)	103.250	0	103.250
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	EC	OTHERS	TOTAL
TOTAL PROJECT COSTS (B+7)	1.578.167	1.401.594	2.979.761

(1) Not to be used without prior written approval of the Commission

Sources of Funding	Amount in EUR	% of Total
European Commission contribution	53%	
Other contributions	47%	CNDH AECI Universidad de Alcalá
Total financial contributions	1.401.594	

**ANNEX IV
CONTRACT-AWARD PROCEDURES**

SERVICES	SUPPLIES	WORKS
<p align="center">$x \geq 200,000 \text{ €}$</p> <p>Restricted international tender. 4 to 8 service providers invited.</p>	<p align="center">$x \geq 150,000 \text{ €}$</p> <p>Open international tender.</p>	<p align="center">$x \geq 5,000,000 \text{ €}$</p> <p>1. Open international tender. 2. Restricted international tender (special case).</p>
	<p align="center">$30,000 \text{ €} \leq x < 150,000 \text{ €}$</p> <p>Open local tender.</p>	<p align="center">$300,000 \text{ €} \leq x < 5,000,000 \text{ €}$</p> <p>Open local tender.</p>
<p align="center">$x < 200,000 \text{ €}$</p> <p>1. Simplified procedure after consultation with at least 3 service providers. 2. $x \leq 5,000 \text{ €}$: one single offer.</p>	<p align="center">$x < 30,000 \text{ €}$</p> <p>1. Simplified procedure after consultation with at least 3 suppliers. 2. $x \leq 5,000 \text{ €}$: one single offer.</p>	<p align="center">$x < 300,000 \text{ €}$</p> <p>1. Simplified procedure after consultation with at least 3 contractors. 2. $x \leq 5,000 \text{ €}$: one single offer.</p>