

# TENDER DOCUMENT

Procurement for acquisition of

“Monitoring and data collection for modelling of  
plastic pollution in Red River, Haiphong,  
Vietnam”

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# 1. GENERAL DESCRIPTION

## 1.1. Principal

Norwegian Institute for Water Research (NIVA) announce the request for a sub-delivery of the larger project «ASEAN-Norwegian Cooperation Project on Regional Capacity Building for Reducing Plastic Pollution (ASEANO2)» performed by NIVA in collaboration with Center for Southeast Asian Studies (CSEAS) and financed by The Norwegian Ministry of Foreign Affairs (MFA).

NIVA is a private foundation not subject to procurement according to the Public Procurement Act. However, NIVA is required to follow MFA's internal procedures for procurements under the contract between NIVA and MFA. NIVA is therefore carrying out a tender competition according to FOA part I (national regulations), as the upper financial framework of the sub-delivery is **NOK 468,000 excl. VAT**, i.e., below the national threshold value. The rules of the competition are thoroughly described in chapter 2.

All questions regarding the competition should be posted by e-mail directly to [anbud@niva.no](mailto:anbud@niva.no) with “*Question to the competition: Monitoring and data collection for modelling of plastic pollution in Red River, Haiphong, Vietnam*” in the subject field. Deadline for asking questions concerning the competition is **31. May 2024**.

Submission of offers must take place by e-mail to [anbud@niva.no](mailto:anbud@niva.no) with “*OFFER: Monitoring and data collection for modelling of plastic pollution in Red River, Haiphong, Vietnam*” in the subject field. Deadline for delivery of offers is **7. June 2024**.

More information on submission of offers and requirements to the offer design and content is given in chapter 5.

## 1.2. Purpose and scope of the procurement

The sub-delivery shall answer to specific activities on plastic pollution monitoring and data collection in Red river, Haiphong, Vietnam.

The supplier must be able to undertake at least six sampling campaigns for macro-plastic pollution at, at least six sites along Red river in Haiphong. The supplier shall be involved in the development of sampling and analytical methods for micro-plastics in selected environmental matrices (e.g. water, sediments) and undertake preliminary monitoring of micro-plastics. The supplier shall contribute towards developing macro-plastics monitoring plans for Haiphong and must be responsible for contacting and inviting main actors interested in using and developing local monitoring plans (The work includes providing the correct approvals – if necessary – for the project activities).

The supplier shall provide GIS files of the river and channel network between Hanoi, Haiphong, and coastal outlets. At least 10 years of daily discharge observations (upstream and downstream of Haiphong) and precipitation must be prepared. Municipal and/or regional data on waste production, waste segregation and plastic content in waste over the last decades shall be provided for the modelling exercise in the project.

The supplier must be able to organize and contribute to meetings, presenting their experience, sampling results and other relevant information. A strong local network in Haiphong with government and other relevant stakeholders is important. It is a demand that the supplier is locally anchored in Haiphong.

There is a demand that the supplier is located in Haiphong and approved by the Vietnamese Focal Point to the AWGCME.

### 1.3. Contractual conditions

The contract is regulated by the terms specified in attachment 1.

### 1.4. Important dates and deadlines

The following time frames are given for the process:

Activity	Date
Deadline for posting questions regarding the competition/tender document.	31. May 2024, 12 am CET
Deadline for submission of offers	7. June 2024, 12 am CET
Opening offers	10. June 2024
Evaluation and possible negotiations	Week 24
Selection of supplier and notification to suppliers	14. June 2024
Conclusion of contract	28. June 2024
The offer's validity period	1. August 2024
Monitoring activity started	31. August 2024
Final reporting to NIVA	31. May 2025

Please note that the dates after the offer deadline are provisional and may be subject to adjustments. Any extension of the offer's acceptance period can only take place if the supplier approves this.

## 2. RULES FOR THE COMPETITION

### 2.1. Procurement procedure

The procurement is carried out in accordance with the Norwegian Public Procurement Act of 17 June 2016 (LOA) and the Public Procurement Regulations (FOA) FOR 2016-08-12-974 part I. The estimated value of this acquisition is between NOK 100,000 excl. VAT. and NOK 1.3 million and is exempt from the obligation to announce in public. FOA Part I contains no formal requirements

for the procurement procedure other than the basic principles of 1) proportionality, 2) competition, 3) equal treatment, 4) predictability and 5) verifiability (LOA §4).

The client plans to award the contract without having contact with the suppliers beyond making any minor clarifications/corrections of the offers. Negotiations can nevertheless be carried out if, after the offers have been received, the client considers it appropriate. In that case, the selection of who will be negotiated with will be made after an assessment of the award criteria. It is specified that no supplier can expect a dialogue about their offer and must therefore deliver their best offer.

Reservation: It is a condition that the selected supplier must be approved as a formal participant in the project by Vietnam's Focal Point to the ASEAN Working Group on Coastal and Marine Environment (AWGCME) before a final contract can be entered into. Only the selected supplier will undergo such an approval process, after evaluation of received offers. If AWGCME does not approve the supplier, the contract cannot be established.

## 2.2. Validity of the offer

The supplier must stand by his offer until the time specified in section 1.5. above.

## 2.3. Updated of tender document and additional information

Any corrections, additions or changes to the tender document, as well as questions for the tender with answers in anonymised form, will be communicated to all suppliers invited to the competition.

If a supplier finds that the tender document does not provide sufficient guidance, or is unclear, the supplier can request additional information via client's contact person specified in section 1.1. above.

# 3. QUALIFICATION CRITERIAS

## 3.1. Legal Entity

All suppliers must fill out one form on Legal Entity and attach to the offer. Add valid tax certificate.

## 3.2. Declaration of Honour on exclusion criteria and absence of conflict of interest

All suppliers must declare honour on exclusion criteria and absence of conflict of interest. Fill out form in attachment 3 and attach to the offer.

## 4. AWARD CRITERIA

The award will be made based on which offer has the best ratio between price / cost and quality, based on the following criteria:

Criteria	Documentation
<p><b>Quality</b> Under this criterion the following elements will be evaluated:</p> <ul style="list-style-type: none"> <li>• Project description, including contact area/level of influence, Networks and access to relevant national government bodies</li> <li>• Institutional competence with organising and participating in online meetings and small workshops</li> <li>• Formal competence and relevant experience for key personnel. 3-5 CVs of key personnel.</li> <li>• Language skills in Vietnamese and English</li> </ul>	<ul style="list-style-type: none"> <li>• Description of how the project will be implemented, including description of valuable contacts and ability to have a dialogue with local authorities.</li> <li>• Description of ability and experience with organising relevant events.</li> <li>• CV for key personnel including reference project or other relevant experience. Expertise within river monitoring will be emphasized.</li> <li>• Description of ability to communicate with local authorities in native language (Vietnamese), and description of ability to communicate in English (oral and in writing) with principal during project and deliver project related deliverables in English (oral and in writing).</li> </ul>
<p><b>Deliverability</b> Under this criterion following elements will be evaluated:</p> <ul style="list-style-type: none"> <li>• Ability to deliver deliverables in time in the project</li> <li>• Access to sufficient personnel resources during the project</li> </ul>	<ul style="list-style-type: none"> <li>• Time schedule for implementation of the different tasks in the project, including description of obtaining any permits from authorities for participation in international collaboration.</li> <li>• Overview of key personnel and back up personnel who could replace key personnel on unforeseen events</li> </ul>
<p><b>Price / Cost</b> Under this criterion following elements will be evaluated:</p> <ul style="list-style-type: none"> <li>• Offered price and activities/number of hours offered</li> </ul>	<ul style="list-style-type: none"> <li>• Completed price form</li> </ul>

## 5. Submission of offers and offer design

Submission of offers must take place by e-mail to [anbud@niva.no](mailto:anbud@niva.no) with “*OFFER: Monitoring and data collection for modelling of plastic pollution in Red river, Haiphong, Vietnam*” in the subject field.

Offers must be arranged as followed:

### 1. Documentation of the qualification criteria

1.1 Offer letter – with acceptance of demands concerning the validity of the offer and signed by someone authorized to bind the supplier to the agreement.

- a. Legal entity form
- b. Declaration of honour on exclusion criteria and absence of conflict of interest

### 2. Documentation of the award criteria

- 2.1 Local implementation plan
- 2.2 Description of language skills, Vietnamese, and English
- 2.3 CV for key personnel, availability of relevant capacity
- 2.4 Time schedule for implementation of project
- 2.5 Overview of key personnel and back up personnel
- 2.6 Price form

## ATTACHMENTS

- Template – Offer letter
- Template – Legal Entity Form
- Template – Declaration of honour on exclusion criteria and absence of conflict of interest
- Template – Price form
- Contract draft (general conditions for subcontractors)

## Offer letter

The supplier must fill in the table and sign below the table.

Business name:	
Registration no./VAT:	
Address	
Phone no.:	

Contact person:			
Phone no.:		Mobile:	
E-mail:			

The above-mentioned supplier hereby provides the attached offer for “Monitoring and data collection for modelling of plastic pollution in Red river, Haiphong, Vietnam” in accordance with the conditions set out in the tender documents. Any reservations and deviations appear here:

We stand by our offer until the date specified in the tender documents. The offer can be accepted by the client at any time up to the expiry of the persistence period.

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Place                      Date                      Signature

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Name signatory (in block letters)





PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[https://ec.europa.eu/info/sites/info/files/about\\_the\\_european\\_commission/eu\\_budget/privacy\\_statement\\_en.pdf](https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/privacy_statement_en.pdf)

By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

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

### PRIVATE LAW BODY

OFFICIAL NAME ①

BUSINESS NAME  
(if different)

ABBREVIATION

LEGAL FORM

ORGANISATION TYPE

FOR PROFIT				
NON FOR PROFIT	NGO ②	YES	NO	

MAIN REGISTRATION NUMBER ③

SECONDARY REGISTRATION NUMBER  
(if applicable)

PLACE OF MAIN  
REGISTRATION

CITY
COUNTRY

DATE OF MAIN REGISTRATION

DD	MM	YYYY
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VAT NUMBER

ADDRESS OF  
HEAD OFFICE

POSTCODE	P.O. BOX	CITY
COUNTRY		PHONE

E-MAIL

DATE

STAMP

SIGNATURE OF AUTHORISED REPRESENTATIVE

① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

## TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY

ISO CODE	MAIN REGISTRATION NUMBER
AT	Firmenbuchnummer (FN) ZentraleVereinregister (ZVR-Zahl) Ordnungsnummer
BE	Numéro d'entreprise Ondernemingsnummer Unternehmensnummer
BG	Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ΠΙΚ) Unified Identification Code (UIC)
CY	Αριθμός Εγγραφής Αριθμός Μητρώου
CZ	Identifikační číslo (IČO)
DE	Handelsregister Genossenschaftsregister (Nummer de Firma) Vereinsregister (Nummer des Vereins) Nummer der Partnerschaft (Partnerschaftsregister)
DK	Det centrale virksomhedsregister (CVR-nummer)
EE	Registrikood
ES	HOJA number
FI	Yritys- ja yhteisötunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID)
FR	Immatriculation au Registre de Commerce et de Sociétés (RCS) Système Informatique du Répertoire des Entreprises (SIRENE)
GB	Company number
GR	ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ ( Γενικού Εμπορικού Μητρώου) Δικηγορικός Σύλλογος Αθηνών (Δ.Σ.Α)
HR	Matični broj subjekta (MBS) Pod registarskim Brojem Matični broj obrta (MBO) Registarski Broj kakladnog
HU	Cégjegyzékszám
IE	Company number Grouping registration number in Ireland
IT	Repertorio Economico Amministrativo (REA)
LT	Kodas
LU	Registre de commerce et des sociétés RCS Numéro d'immatriculation Handelsregisternummer
LV	Vienotais Reģistrācijas Numurs

<b>MT</b>	Registration number Register of Voluntary Organisation (Identification number)
<b>NL</b>	Kamer van Koophandel (KvK-nummer) Dossiernummer
<b>PL</b>	REGON
<b>PT</b>	Numero de identificação de pessoa colectiva (NIPC)
<b>RO</b>	Numar de ordine in registrul comertului Numarul inscrierii in registrul special
<b>SE</b>	Organisationsnummer
<b>SI</b>	Matična številka
<b>SK</b>	Identifikačné číslo (ICO)



## LEGAL ENTITY

PRIVACY STATEMENT [https://ec.europa.eu/info/sites/info/files/about\\_the\\_european\\_commission/eu\\_budget/privacy\\_statement\\_en.pdf](https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/privacy_statement_en.pdf)

By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

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

### PUBLIC LAW BODY ①

<b>OFFICIAL NAME</b> ②			
<b>ABBREVIATION</b>			
<b>MAIN REGISTRATION NUMBER</b> ③			
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>OFFICIAL ADDRESS</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>	<b>PHONE</b>		
<b>E-MAIL</b>			

<b>DATE</b>
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<b>STAMP</b>
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<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>
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PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (RESOLUTION, LAW, REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

- ① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).
- ② National denomination and its translation in EN or FR if existing.
- ③ Registration number in the national register of the entity.

## Declaration of honour on exclusion criteria and absence of conflict of interest

The undersigned (insert name of the signatory of this form):

representing the following civil society organisation: (if the nominee is a civil society organisation)

Full official name:

Official legal form:

Full official address:

VAT registration number:

-> declares that [the above-mentioned civil society organisation][he][she] is not in one of the following situations:

a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning professional conduct by a final judgment;

c) has been guilty of grave professional misconduct proven by any means which the Grant Recipient can justify;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of the country of the Grant Recipient or those of the country the contract is to be performed;

e) they or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity by a final judgement;

f) make use of child labour or forced labour and/or practise discrimination, and/or do not respect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of International Labour Organization (ILO)

g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political, national or ethnic affinity, family, emotional life or any other shared interest;

h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) are guilty in misrepresentation in supplying the information required by the Grant Recipient as a condition of participation in the tender procedure, or fail to supply this information.

In case of award of the contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the nominee is liable, including for example, VAT, company tax and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Full name

Date

Signature

## Price form

This is a price form template, and the tenderer may adjust it according to the needs of the tender.

The tenderer **must provide a total cost of the tender**, including the personnel hours required, potential equipment and field expenses, as well as the cost of workshop organisation.

All prices should be given in Norwegian currency (NOK), and be without VAT.

Category	Number	Price (NOK) per unit	Total cost (NOK)
Staff hours			
Equipment			
Other field expenses (driving, approvals ++)			
Workshop organisation			
<b>Total cost of the tender (NOK)</b>			

# STANDARD AGREEMENT FOR ASSIGNMENTS

## SUBCONTRACTOR AGREEMENT

BETWEEN

**The Norwegian Institute for Water Research (NIVA),**

a private foundation, registration number 855 869 942, a company registered and incorporated in accordance with the Company Laws of Norway, with offices located at  
Økernveien 94, 0579 Oslo, Norway  
herein referred to as "NIVA"

AND

(with registration number ,  
with main offices located at ) herein referred to as "the subcontractor"

NIVA and the subcontractor have concluded the following agreement relating to the following project:

### 1 Description of the subcontractor's tasks and deliverables:

### 2 NIVA's requirements for the implementation:

### 3 Duration, progress and reporting:

Project participants / project organization:

Start-up date:

Completion date:

Type of deliverables:

Due dates for deliveries:

Types of reporting:

Due dates for reporting:

Progress reporting to NIVA:

Comments (if any):

The following deviations should be reported immediately to NIVA's contact person:

- Deviations from schedule
- Deviations that may affect the agreed quality of the final result and delivery
- HSE deviations which occur in situations where the subcontractor / partner and NIVA cooperate in the implementation of activities.
- Any changes in terms of declarations made in "Declaration of honour on exclusion criteria and absence of conflict of interest" in the tender documents.

### 4 Remuneration and conditions for invoicing:

#### Remuneration and invoicing

The agreed financial limit of the subcontract: NOK . (All amounts excluding VAT)

**Fixed price:**

The invoice is sent in its entirety at the project's completion date, or invoiced at agreed milestones:

Milestone	Date	NOK
Start-up	01.08.2024	



Finalisation of project and final report	31.05.2024			○
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Invoices are sent after the completion of given milestones. The invoice and documented expenses must be in English. All costs must be specified by:

- Hourly cost/Hourly cost with name and hours spent per. employee
- Direct cost

Where funds have been disbursed prior to the completion of a milestone, a financial report documenting all actual costs and expenses must be forwarded after completion.

At the end of the project, the sub-contractor must notify NIVA of any unused funds.

Invoice address:

Norsk institutt for vannforskning (NIVA), Økernveien 94, 0579 Oslo, Norway

Reference number; NIVA's project number:

Reference name; NIVA's project manager:

The subcontractor shall, if possible, send invoices in e-commerce format (EHF). If this is not possible, the invoice should be sent in PDF format to [fakturamottak@niva.no](mailto:fakturamottak@niva.no)

Invoices are to be marked with NIVA's project number and project manager in NIVA.

Payment within 30 days of the invoice date, unless otherwise agreed between the parties.

Last invoice date: . Invoices that arrive after this date without prior approval from NIVA will not be honoured.

**Reservations** (please insert N/A if not relevant):

NIVA reserves the right to have been compensated by the Client prior to releasing funds for payment to its subcontractors. The Grant may not be transferred to a cooperating partner who has previously been charged or sentenced for any criminal activity unless explicitly approved by The Norwegian Ministry of Foreign Affairs.

Comments (please insert N/A if not relevant):

## 5 Contract terms

For the assignment the general conditions in the attachment are valid with the exceptions following this agreement (please insert N/A if not relevant):

The following contract terms imposed on NIVA (Grant Recipient) by The Norwegian Ministry of Foreign Affairs (Grantor) in the main contract "ASEAN-Norwegian Cooperation Project on Regional Capacity Building for Reducing Plastic Pollution (ASEANO2)" must also be passed on to subcontractors. These take precedence over NIVA's own general conditions for subcontractors:

### Audit and control measures

Both the Grant Recipient (NIVA), The Norwegian Ministry of Foreign Affairs, and the Norwegian Auditor General shall have access to undertake such control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions.

- 6.1. Representatives of MFA and the Norwegian Auditor General may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project. The objective of such control measures may be i.a to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.
- 6.2. The Grant Recipient shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested.

- 6.3. The representatives of MFA and the Norwegian Auditor General shall also have access to the Grant Recipient's auditor and the auditor's assessments of all information pertaining to the Grant Recipient and the Project. The Grant Recipient shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 6.4. The rights and obligations of this article 6 shall remain in force for 5 years following expiry or termination of the Agreement, whichever occurs later.

If an audit financial statement is required pursuant to the specific conditions in article 6, the audit shall be carried out by an independent chartered/certified or state-authorized public accountant (auditor). NIVA reserves the right to approve the auditor and may require that the auditor shall be replaced if NIVA finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.

### **Financial management**

Sub-contractor shall keep accurate accounts of the Projects's income and expenditure using an appropriate accounting- and double-entry book-keeping system (a double-entry bookkeeping system is system of bookkeeping where every entry to an account requires a corresponding and opposite entry to a different account).

- 7.1. The Grant Recipient shall keep accurate accounts of the Project's income and expenditure using an appropriate accounting- and double-entry book-keeping system.
- 7.2. The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations and cash reconciliations shall be completed at least every month, and shall be documented by the Grant Recipient.
- 7.3. Accounts and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. Insufficient documentation may render the expenditure ineligible. The accounts must provide details of bank interest accrued on the Grant.
- 7.4. The Grant Recipient shall keep the Project's accounting records for at least 5 years from the time of MFA's approval of the final report for the Project. This shall include i.a. vouchers, receipts, contracts and bank statements.

### **Exchange rate fluctuations**

The Grant and any accrued interest or currency exchange rate fluctuations shall be used exclusively to finance actual costs of the Project during the Project Period.

- 8.1. If the Grant is converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by MFA. Exchange rates must be stated to four decimal places.
- 8.2. If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project, the Grant Recipient shall inform MFA as soon as possible.
- 8.3. If exchange rate fluctuations increase the value of the Grant, the surplus shall be treated as disbursed Grant funds and used for Project purposes. This means that net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Support Period, unless otherwise agreed between the Parties.

### **Publication and intellectual properties**

Project Results shall be published as soon as possible, unless there are explicit reasons not to (e.g., political sensitivity, grounds for delaying publication for optimizing impact, process related outcomes to be published later, etc.), as agreed by the Parties.

Project Results will be jointly published where there have been direct collaborations between the Parties. In such case joint authorship will be based on the amount of individual intellectual contributions, according to the Vancouver protocol (<http://www.icmje.org/>). Otherwise, equipment,

consumables and intellectual property rights will be regulated in accordance with MFA's provisions in the main contract:

- 9.1. The right of ownership to equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant Recipient or its cooperating partner, unless otherwise stated in the Application. All matters associated with such equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA's prior approval.
- 9.2. Intellectual property rights financed in whole or in part from the Grant shall, in the spirit of securing such rights as a common global good, be managed in a way that maximizes their public accessibility and allows the broadest possible use. Material produced as a result of this Grant shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.
- 9.3. MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.

### **Outsourcing/Sub-contracting**

Sub-contractor cannot outsource parts of the work without approval from NIVA, and then only in accordance with MFA's provisions in the main contract.

### **Financial irregularities**

Sub-contractor is required to practise zero tolerance against corruption and other financial irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and where relevant beneficiaries of the Grant. "Financial irregularities" refers to all kinds of:

- a) Corruption, including bribery, nepotism and illegal gratuities
- b) Misappropriation of cash, inventory and all other kinds of assets;
- c) Financial and non-financial fraudulent statements;
- d) All other use of Project funds which is not in accordance with the Agreement

Sub-contractor shall inform NIVA immediately of any indication of financial irregularities in or related to the Project. Sub-contractor shall provide NIVA with an account of all the known facts and assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate. The matter will be handled in accordance with MFA's guidelines for handling suspicion of financial irregularities. Sub-contractor shall cooperate fully with NIVA's investigation and follow-up.

The Grant Recipient (NIVA) shall be entitled to claim repayment from the cooperating partner in the same instances and to the same extent that MFA is entitled to claim repayment from the Grant Recipient (NIVA), and that MFA has the right to claim repayment directly from the cooperating partner to the same extent as NIVA.

### **Sexual exploitation, abuse and harassment**

MFA has zero tolerance for inaction against Sexual exploitation, abuse and harassment (SEAH). Sub-contractor shall have a victim/survivor-centred approach to SEAH issues and do its utmost to prevent, detect and respond to SEAH within and related to the project. This obligation applies to all staff members, consultants and other non-staff personnel, cooperating partners and any third parties involved in activities funded by the Grant. Sub-contractor shall:

- e) Adhere to the IASC-Minimum Operation Standards on "Protection from sexual exploitation and abuse by own personnel" and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability,
- f) have ethical guidelines that include policies on prevention and response to SEAH,
- g) organise its operations and internal control systems in a way that SEAH is prevented, detected, and responded to,

- h) take swift action on suspicions or complaints of SEAH.

Upon request, sub-contractor shall grant NIVA or/and MFA access to all relevant information and documentation related to sub-contractor's adherence with this article.

#### **Conflict of interest**

Sub-contractor shall take all necessary precautions to avoid any conflicts of interest in all matters related to the project. Conflict of interest refers to any situation where the impartial and objective exercise of the function of anyone acting on behalf of the sub-contractor is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

- 17.3. If a conflict of interest occurs, the Grant Recipient shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.
- 17.4. If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special significance to the Project, the decision or transaction may not be concluded without the prior, written approval of MFA.

#### **Breach of the agreement**

If the sub-contractor fails to fulfil its obligations under this agreement and/or if there is suspicion of financial irregularities, NIVA may suspend disbursement of all or part of the grant. In such cases the agreement can be terminated with immediate effect, and/or claim repayment of all or parts of the grant. Sub-contractor shall inform NIVA immediately of any circumstances that may indicate or lead to breach of agreement.

#### **Choice of law and settlement of disputes**

Sub-contractor shall accept the choice of law and settlement of disputes provisions in article 25 of the General Conditions for any dispute arising between the sub-contract and NIVA.

- 25.1. The Agreement shall be governed and construed in accordance with Norwegian law.
- 25.2. If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.
- 25.3. Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, shall exclusively be settled before the Norwegian courts of law with Oslo District Court as legal venue.
- 25.4. MFA may, at its own sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by
  - a) the courts in the legal venue of the Grant Recipient, or
  - b) arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. If the disputed amount is below an amount corresponding to NOK 10 000 000 the arbitral tribunal shall, however, be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English. The Parties agree that neither the arbitral proceedings nor the award shall be subject to any confidentiality.
- 25.5. The Parties agree that no other courts of law, than as set out in this article 25, shall have jurisdiction over disputes arising out of or in connection with this Agreement.

#### **6 Special clauses** (please insert N/A if not relevant):

#### **7 Representatives of the parties, address**

For NIVA: \_\_\_\_\_, e-mail: \_\_\_\_\_, phone: \_\_\_\_\_  
 For subcontractor: \_\_\_\_\_, e-mail: \_\_\_\_\_, phone: \_\_\_\_\_

The contact person at NIVA and contact person for the subcontractor are the main responsible for communication between the parties during the period of this assignment.  
The contact person for subcontractor is responsible for coordinating internal communication and coordination of own sub-tasks and shall be the main point of contact for NIVA. Similarly, the contact person at NIVA is responsible for coordinating internal communication at NIVA and shall be the main point of contact for the subcontractor.

For and on behalf of the principal (NIVA):

Place:

Date:

Name (spelled in capital letters):

Title:

Signature: .....

For and on behalf of the subcontractor:

Place:

Date:

Name (spelled in capital letters):

Title:

Signature: .....

*(Latest date entered is registered as the assignment date.)*

**Attachments (in order of priority)**

- Invitation/tender document between NIVA and subcontractor.
- General conditions for subcontractor assignments performed for the Norwegian Institute for Water Research (NIVA)
- Sub-contractor's offer

## GENERAL CONDITIONS FOR SUBCONTRACTOR ASSIGNMENTS PERFORMED FOR NIVA

### 1. The implementation of the assignment

NIVA's subcontractor shall carry out the assignment in a professional manner. The assignment is performed on the terms provided by NS 8402, with the changes and additions that follow from the parties' contract documents and these general terms and conditions for subcontracting assignments. The project organization must be as described in the subcontractor's offer to NIVA. Any replacement of personnel requires written consent from NIVA.

### 2. Property rights to project results

Unless otherwise agreed upon, the property rights to results belong to NIVA or NIVA's Client.

### 3. Secrecy/publication

Any form of secrecy pertaining to communications between the parties, and with project results, such as reports, conclusions or data, or postponement of publication time must be specifically agreed upon and shown in Agreement Clause 6. Any such agreement must be in accordance with NIVA's contract with its Client. Publication of results relating to the assignment shall be done by NIVA or NIVA's Client, unless otherwise agreed upon.

### 4. Notification and delay

If the subcontractor is unable to fulfil its obligations as agreed, including the event of delays, the subcontractor shall notify NIVA as soon as possible. The notification must specify the cause of the problem, how it is planned resolved and when the assignment can be completed.

If the assignment is not carried out in accordance with agreed deadline or quality due to circumstances caused by the subcontractor, and this causes NIVA a daily fine or other financial loss in a contract with a third party, NIVA has the right to take over the remaining work after prior notice. In such a case, the subcontractor is entitled to payment for the part of the assignment that has been performed but cannot make any claims beyond that.

### 5. Responsibility

The subcontractor is responsible for complying with prevailing laws and regulations. Personnel performing work under this agreement, shall know the NIVA ethical and environmental policy as described on [www.niva.no](http://www.niva.no), and undertakes to contribute to the fulfilment of the policy. Failure to comply with applicable laws or basic business ethics may cause cancellation of this agreement. Any liability or loss NIVA incurs as a result of a subcontractor's breach of current laws and regulations, or NIVA's environmental and ethics policy, is forwarded to the subcontractor in its entirety.

The subcontractor must have appropriate insurance that covers possible losses related to the delivery.

In the event of unforeseen events not covered by force majeure, the contracting parties are responsible for their own costs (for example, if planned field work is interrupted due to weather conditions). The owner of equipment used in connection with the agreement is responsible for ensuring that the equipment is adequately insured.

### 6. Amendments to the agreement

Each of the parties may demand that changes are to be made in the contract and in the assignment if factors arise which significantly change the assumptions on which the assignment is based. These changes are to be approved by both parties. Additions and changes to the contract must be dated, submitted in writing and be attached to this contractual document.

### 7. Financial frame

The financial frame stated in the agreement shall cover all expenses that NIVA is to be invoiced for in the project. Any changes must be approved in advance in writing. The subcontractor is obligated to limit the expenses as much as possible. Travel expenses are to be treated as direct expenses and will be compensated according to the Norwegian State travel allowance scale.

### 8. Invoicing/payment

Invoices are based upon accrued costs, unless otherwise agreed.

### 9. Confidentiality

As a consequence of this agreement, the parties may have access to each other's confidential information. Prices, terms and conditions in this agreement are considered confidential information, likewise information which is clearly marked private or confidential. Information which is made publicly available without the other part's involvement, is not regarded confidential and therefore not bound by the terms of this Agreement. The parties cannot be held responsible for the Clients possible communication of such or other confidential information.

### 10. Force majeure

If a party cannot fulfil its obligations pursuant to the contract due to circumstances that the party proves lie outside its control, and which it cannot reasonably be expected to have taken into consideration when entering the contract, or to have could avoid or surmount the consequences of (force majeure), the party is exempted from its obligations under the contract for as long as these circumstances exist.

Should a force majeure situation occur, the party shall inform the other party as soon as it becomes aware of or ought to have become aware of the fact that force majeure exists. If the force majeure situation lasts, or is expected to last, for more than 90 days, either of the parties may cancel this contract with immediate effect. Regarding payment, the termination of the work and the rights to the research results, is subject to the terms regarding termination in clause 6 of the Agreement.

### 11. Personal data

The parties shall not use personal data for any purpose other than what is agreed and necessary to fulfil the agreement. Personal data shall not be shared with outsiders without consent, unless this is done in accordance with laws / regulations. Personal data shall not be transferred to countries outside the EU / EEA without a transfer basis and documentation proving that the conditions for using the transfer basis are fulfilled.

### 12. Corruption

The parties declare their commitment to counteract corrupt practices in the execution of the Agreement. Further, the parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of the

Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. Any such practice will be grounds for cancellation of the Agreement. The parties undertake to take rapid legal measures in their respective countries to stop, have investigated and prosecuted in accordance with applicable law any person suspected of corruption or other intentional misuse of resources, and shall inform each other of any matters in this respect.

**13. Termination of agreement.**

The parties may terminate the agreement with three months' written notice. During the winding-up period the costs connected with the assignment are to be kept as low as possible. Payment for work performed is to be in accordance with the conditions of the agreement. The subcontractor cannot claim compensation for lost profit or other loss related to the termination of the agreement.

**12. Disputes**

Any dispute concerning the setting up, interpretation or winding up of this agreement, are to be settled under Norwegian Law by arbitration subject to the agreement of both parts, ref. "Lov om tvistemål" of 13.8.1915 Ch. 32. Oslo District Court is to be adopted as the legal venue.

**13. Other conditions**

NIVA is entitled to undertake audits at its' subcontractor of all routines and systems and use of these associated with the assignment. Subcontractor shall during audits provide reasonable assistance at no cost to NIVA. If a deviation is revealed during an audit, the deviation shall be rectified without undue delay, irrespective of previous approval, payment, etc.

These general conditions form part of the agreement but shall be subordinate to any other special conditions included in the agreement