

PROTOCOL OF INTENT  
BETWEEN THE CENTRE OF  
INTEGRITY OF NORWAY  
AND  
THE MINISTRY OF DEFENCE  
OF  
MONTENEGRO

Podgorica, 19/2/2021

This Protocol of Intent (the Protocol) is entered between the Centre of Integrity in the Defence Sector (CIDS) of Norway and the Ministry of Defence of Montenegro (the MoD) - (jointly referred to as the Parties).

WHEREAS the MoD of Montenegro has asked CIDS to provide assistance to the institution;

WHEREAS this project is a part of a broader project in the Western Balkans funded by the Norwegian Ministry of Foreign Affairs titled "RER-20/0004, Promoting Integrity and Good Governance in Western Balkan Countries" to be executed in the period 1 January 2021 to 31 December 2025 (the support period).

WHEREAS the Norwegian Ministry of Defence has appointed CIDS as the executive agent for this project,

NOW THEREFORE the Parties have agreed as follows:

## **ARTICLE 1**

### **SCOPE AND OBJECTIVES**

1. The Parties expect the Project to be implemented between January 2021 and December 2025 (the Support Period). The project will be evaluated by the Norwegian Ministry of Foreign Affairs based on an evaluation report from CIDS after three years.

2. The CIDS' support to the MoD is, unless otherwise agreed, of a solely advisory nature.

3. The expected results of the entire Project in the Western Balkans agreed with the Norwegian MFA are as follows:

A. The planned effects on society (Impact) are:

Greater stability, security and improved enforcement of the rule of law across the countries included in the project.

The impact is concentrated in three areas:

Impact area 1. Overarching integrity Framework

Impact area 2. Human Resource Management

Impact area 3. Public Procurement (PP)

B. The planned effects for the target group of the Project (Outcome) are:

#### **Impact area 1: Overarching integrity Framework**

1. Increased awareness among managers and staff of the need to strengthen general mechanisms and protect integrity in security sector institutions, including the need for transparency and accountability.
2. Improved regulations dealing with general mechanisms that promote and protect integrity in security sector institutions.
3. Raise capacity among managers and staff to prepare and implement changes pertaining to general mechanisms that promote and protect integrity in security institution.
4. Increased levels of integrity and professionalism in the beneficiary institutions due to changed behavior among civil servants, and other public officials.

#### **Impact area 2: Human Resource Management (HRM)**

1. Increased awareness among managers and staff on the need to further promote and protect integrity, professionalism and gender equality in key HRM areas.
2. Improved regulatory frameworks dealing with key HRM areas.
3. Raised capacity among managers and staff to prepare and implement changes in key HRM areas.
4. Increased levels of integrity professionalism and gender equality in the beneficiary institutions due to changed behavior among civil servants and other public officials.

#### **Impact area 3: Public Procurement (PP)**

1. Increased awareness among managers and staff on the need to promote and protect integrity and professionalism in the main corruption risk areas of public procurement.
2. Improved regulatory framework dealing with the main corruption risk areas of public procurement.
3. Raised capacity among managers and staff to prepare and implement changes in main PP risk areas.
4. Increased levels of integrity and professionalism in the beneficiary institutions due to changed behavior among civil servants and other public officials.

#### **C. The main planned products and/or services of the Project (Outputs) are:**

1. Efforts to raise the awareness of the need to strengthen general mechanisms that promote and protect integrity in with a focus on key HRM areas and in the main corruption risk areas of public procurement.
2. Recommendations to introduce new regulations or to improve existing ones.
3. Efforts to increase the capacity to promote and protect integrity, professionalism and gender equality.



4. The cooperation with MOD shall be in conformity with the above which is set out in a Results' Framework attached to the grant agreement "RER-20/0004, Promoting Integrity and Good Governance in Western Balkan Countries". An activity plan for cooperation with MOD will be agreed on each year and will be developed in consultation with MOD, in conformity with the above.

5. The Parties may agree on additions or changes to the list of outcomes and planned products and/or services, if these underpin the three overarching impacts outlined above. Any significant additions or changes are subject to written agreement between the Parties.

## **ARTICLE 2**

### **PROJECT IMPLEMENTATION**

1. The project implemented in the MOD Montenegro shall be implemented within, and seek to achieve the results specified in the framework outlined in Article 1 of this protocol. The project shall include at least one of the three impact areas mentioned with associated sets of outcomes.

2. The Parties

2.1. shall cooperate to ensure achievement of the expected results of the Project in accordance with the Protocol;

2.2. shall immediately inform each other of any circumstances likely to impede or delay the implementation of the Project;

2.3. will each year by early December hold a meeting to discuss the results achieved by the project in the preceding one-year period and based on this prepare a progress report;

2.4. will each year by early December prepare an updated implementation plan covering the period from January to December the following year. The annual implementation plan shall state i.a. the assumed connection between the selected set of activities and outcomes as specified in Article 1 of this protocol.

2.5. The implementation of the project will be accompanied by measures to monitor and evaluate the projects degree of achievement of results.

3. CIDS

3.1. will make available qualified personnel and other resources that may be required for the implementation of the Project;

3.2. will provide the assistance in drafting regulations, guidelines, manuals, analytical reports, studies, methodologies, capacity building plans;

3.3. will support the organization of training and other competency building efforts

#### **4. The MOD**

4.1. will ensure easy access to officials and documents that are essential for the implementation and evaluation of the Project

4.2. will be responsible for carrying out and implementing the revisions/work, based on advice from the CIDS' experts.

4.3. The parties will, unless otherwise is agreed, bear their costs with the implementation of the project

### **ARTICLE 3**

#### **PROCUREMENT**

1.All procurement to be undertaken by CIDS shall be completed in accordance with applicable Norwegian legislation and regulations on public procurement.

### **ARTICLE 4**

#### **INTELLECTUAL PROPERTY RIGHTS (IPR)**

1.CIDS will have all full IPR procured or developed by use of the Project Grant. CIDS can transfer IPR to the MOD.

### **ARTICLE 5**

#### **CONFLICT OF INTEREST**

1.The Parties shall take necessary precautions to avoid any conflicts of interest in all matters related to the Project.

2.Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of CIDS or the MOD 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.

3.If a conflict of interest occurs, the affected party 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.

4.If the conflict of interest cannot be resolved and if it relates to a decision or transaction of significance to the Project, the affected party shall immediately notify MFA and the MoD. CIDS



and the MoD will consult MFA in order to reach an understanding on the appropriate measures to be taken.

## **ARTICLE 6**

### **FINANCIAL IRREGULARITIES**

1. The Parties will practise zero tolerance towards financial irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel, contractor, implementing partners and beneficiaries of the Project Grant.

2. "Financial irregularities" refers to all kinds of:

- 2.1. corruption, including bribery, nepotism and illegal gratuities;
- 2.2. misappropriation of cash, inventory and all other kinds of assets;
- 2.3. financial and non-financial fraudulent statements;
- 2.4. all other use of Project funds not in accordance with the latest agreed Application, implementation plan and budget.

3. In order to fulfil the zero-tolerance requirement, all parties involved in the Project will:

- 3.1. organise their operations and internal control systems in a way that financial irregularities are prevented and detected;
- 3.2. cooperate fully to prevent, stop and handle financial irregularities within and related to the Project;
- 3.3. require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

4. The MOD will immediately inform CIDS of any indication of financial irregularities and of the measures initiated to handle the situation.

5. CIDS and the MOD will cooperate fully with each other in the investigations of such events.

6. CIDS and the MOD will consider prosecution and/or other reasonable sanctions towards any person and/or legal entity suspected of financial irregularities within or in relation to the Project.

7. CIDS may apply any measure as referred to in article 8 if CIDS determines that any financial irregularities have occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the financial irregularity.

## **ARTICLE 7**

### **VERIFICATION**

1. Representatives of CIDS, MOD Norway and MFA Norway or representatives acting on their behalf will at all times have the right to carry out independent reviews, field visits, evaluations and other control measures to verify that the Grant has been used in accordance with this Agreement

and the Agreement with Partner institutions. The MOD will facilitate such verification by providing all information and documents necessary to carry out the relevant initiative, as well as ensuring the unrestricted access of such representatives to any premises, records, goods and documents requested.

2. The rights and obligations of this article will remain in force for five years following the end of the Support Period or termination of the Protocol, whichever occurs later.

## **ARTICLE 8**

### **RESERVATIONS**

1. CIDS reserves the right to terminate the Protocol with immediate effect in the event of material breach of this Protocol.

2. Before any such steps are taken, the Parties will consult with a view to reaching an amicable solution on the matter

## **ARTICLE 9**

### **DURATION, AMENDMENT AND TERMINATION**

1. The Protocol will enter into force on the date of the last signature and will remain in force during the support period or until it is terminated in accordance with this article or article 8.

2. The Protocol may be amended. Any such amendment must be agreed upon in writing between the Parties and will become an integral part of the Protocol.

3. Each Party may terminate the Protocol upon three months written notice.

## **ARTICLE 10**


### **DISPUTE RESOLUTION**

1. The parties agree to cooperate in good faith and mutual trust. Any dispute concerning this Protocol will be settled by consultation between the Parties.

For the MOD  
Olivera Injac

For CIDS  
Mr. Per A Christensen

  
Minister of Defence

  
Director of CIDS