

Template:	Foreign governmental entities	Revision no.:	I
Grant Agreement	Grant Management Regime I	Date:	01.03.2016

# GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

COMMISSION FOR PROTECTION OF COMPETITION (CPC)  
OF THE REPUBLIC OF SERBIA

REGARDING

SRB-17/0014 – Increasing economic growth through support to promotion  
of competition policy

РЕПУБЛИКА СРБИЈА  
КОМИСИЈА ЗА ЗАШТИТУ КОНКУРЕНЦИЈЕ  
Бр. 7/0-02-631/2017-3  
06.11. 2017 год.  
БЕОГРАД

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THIS AGREEMENT (the Agreement) is entered into between the Norwegian Ministry of Foreign Affairs, represented by the Norwegian Embassy in Belgrade (Embassy), and Commission for Protection of Competition of the Republic of Serbia (CPC) (the Partner) (jointly referred to as the Parties).

WHEREAS the Partner in letter dated 25 October 2017 has requested Norway for support to the project “Increasing economic growth through support to promotion of competition policy”; and

WHEREAS Embassy has decided to comply with the request;

NOW THEREFORE the Parties have agreed as follows:

## 1 SCOPE AND OBJECTIVES

1.1 This Agreement, including all annexes, set forth the terms and procedures for Embassy’s financial support to the project titled “Increasing economic growth through support to promotion of competition policy”, SRB-17/0014 (the Project). The Project is further described in the application titled “Increasing economic growth through support to promotion of competition policy”, dated 25 October 2017 (the Application) and the estimated costs of the Project are indicated in the budget attached as Annex A.

1.2 The Parties expect the Project to be implemented between 1 November 2017 and 31 October 2019 (the Support Period).

1.3 The expected results of the Project are as follows:

The planned effect on society is to improve enforcement and increase awareness of the competition policy in Serbia (Impact).

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

1. To promote the solutions from the new Draft Law on the Protection of Competition.
2. To increase detection rate of competition infringements
3. To raise the level of competition culture and awareness among key stakeholders in Serbia

1.5 The full results framework is as set out in Annex B.

1.6 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to written agreement between the Parties.

## 2 REPRESENTATION AND COMMUNICATION

2.1 The Royal Norwegian Embassy in Belgrade is competent to act on behalf of MFA. All communication to Embassy regarding this Agreement shall be directed to:

Royal Norwegian Embassy, Milentija Popovica 5a, Belgrade

Projects.belgrade@mfa.no

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2.2 All communication to the Partner regarding this Agreement shall be directed to:

Commission for Protection of Competition of the Republic of Serbia  
Savska 25, 11000 Belgrade  
Nina Vasic, LL.M.  
[Nina.vasic@kzk.gov.rs](mailto:Nina.vasic@kzk.gov.rs)

2.3 The Parties may give notice of other contact information to replace the above.

2.4 Embassy's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

### 3 PROJECT IMPLEMENTATION

3.1 The Parties shall communicate and cooperate fully in order to arrange for the successful achievement of Project objectives. To this end, the Parties shall immediately inform each other of any circumstances likely to hamper or delay the successful implementation of the Project.

3.2 The Partner shall <through [specify entity] as implementing entity> have the overall responsibility for planning, implementing, reporting and monitoring of the Project, and shall:

- a) implement the Project in accordance with the latest agreed Application, including implementation plan and budget;
- b) exercise the necessary diligence, efficiency and transparency in line with best practise principles;
- c) ensure sound financial management of the Project, including that all Project funds are satisfactorily accounted for;
- d) keep Embassy informed of any plans for major organisational changes;
- e) ensure that all permits, import licenses and foreign exchange permissions that are or may be required are granted;
- f) be solely responsible for any adverse effects of the Project;

3.3 The Partner shall identify, assess and mitigate any relevant risks associated with the implementation of the Project, including the risk of corruption and other financial irregularities, and any potential negative effects that the Project may have on the environment and climate, gender equality and human rights.

### 4 THE GRANT

4.1 Embassy shall, subject to Norwegian parliamentary appropriations, provide a financial grant not exceeding NOK 2.059.630 (two million fifty nine thousand six hundred and thirty Norwegian Kroner) (the Grant).

4.2 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.

4.3 The Partner shall acknowledge Embassy's support to the Project in all publications and other materials issued in relation to the Project. Embassy's logotype will be provided by Embassy upon request. All use of Embassy's logotype must be approved by Embassy.

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## 5 DISBURSEMENTS

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon Embassy's receipt of written disbursement requests from the Partner describing the financial need for the period in question.
- 5.2 Financial need refers to the budgeted expenditures for the upcoming period, less any funds available to the Project from all other sources during the same period.
- 5.3 The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget.
- 5.4 The disbursement requests shall be signed by an authorised representative of the Partner. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement requests.
- 5.5 All disbursements are conditional upon the Partner's continued compliance with the requirements in the Agreement, including the timely fulfilment of reporting obligations. Except for the Project's first year, the disbursement each year is subject to Embassy's receipt and approval of the progress report and financial report.
- 5.6 All disbursements will be made in EUR to the following separate bank account:

Name of the account: Commission for the Protection of Competition

Account no.: 840-0000000079794-45

IBAN no.: RS35840000000007979445

Name and address of the bank: National Bank of Serbia (NBS), Nemanjina 17, Belgrade

Swift/BIC code: NBSRRSBG

Currency of the account: EUR

- 5.7 The Partner shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated as well as the date of receipt and the exchange rate applied. The Partner shall make the funds available to the Project without delay.
- 5.8 Embassy may in exceptional cases and if considered necessary for the successful implementation of the Project, upon request from the Partner, effect disbursements directly to suppliers under the Project for procurement costs incurred under contracts entered into by the Partner. Such disbursements will only be made against requests accompanied by:
  - a) a copy of the contract, if applicable;
  - b) original and specified invoice(s) from the supplier, including enclosures to such invoice;
  - c) a written approval of the invoice by the chief financial officer of the Commission for the Protection of Competition of the Republic of Serbia.
- 5.9 Embassy shall report payments made according to clause 8 above to the Partner.

## 6 CONTRIBUTION OF THE PARTNER

- 6.1 The Partner shall provide sufficient and qualified personnel and all financial as well as other resources that may be required, over and above the Grant, in order to implement the Project as planned.

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6.2 The financial contribution of the Partner is detailed in the budget in Annex A.

## 7 REPORTING ON RESULTS

7.1 A progress report covering the period from 1 November 2017 – 30 April shall be submitted to the Embassy for approval by 31 May, and the period 1 May – 31 October shall be submitted to the Embassy for approval by 30 November each year. The progress reports shall describe the results achieved under the Project during the reporting period and shall be set up in a way that allows for direct comparison with the latest approved Application, implementation plan and budget. It shall be signed by an authorised representative of the Partner.

7.2 The progress reports shall, as a minimum, include:

- a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
  - show delivered outputs compared to planned outputs;
  - show the Project's progress towards achieving the Outcome;
  - if possible, describe the likelihood of the Impact being achieved.
- b) an account and assessment of any deviations from the latest approved implementation plan and Application;
- c) an assessment of how efficiently Project resources have been turned into outputs;
- d) a brief account of materialised risk factors to the Project and how they were handled in the reporting period and/or will be handled going forward. Identified risks related to the climate and environment, gender equality, corruption and other financial mismanagement and human rights shall always be accounted for.

## 8 FINANCIAL REPORTS

8.1 A financial report covering the period from 1 November 2017 – 30 April shall be submitted to the Embassy for approval by 31 May, and the period 1 May – 31 October shall be submitted to the Embassy for approval by 30 November each year. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 11.

8.2 The financial reports shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an explanation of any deviations from the budget. It shall be certified by the financial controller as well as by an authorised representative of the Partner.

8.3 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:

- a) the accounting principles applied;
- b) income from all sources, including bank interest. Embassy's contribution shall be specified;
- c) expenses charged/capitalised in the relevant reporting period;
- d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
- e) unused funds as per the reporting date;
- f) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions; balance sheet, when required in accordance with the accounting principles applied;
- g) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.

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- 8.4 Deviations between the approved budget and the expenses charged/capitalised shall be highlighted with information on both nominal amounts and percentage of each deviation. The Partner shall include a written explanation of any deviations amounting to more than 10 % from a budget line.

## 9 AUDIT

- 9.1 The Project's annual financial statements shall be audited, and the audit report shall be submitted to Embassy within 1 February each year.
- 9.2 Any other document from the auditor significant to the implementation of the Project, as well as the Partner's comments thereto, shall be submitted to Embassy within the same deadline.
- 9.3 The audit shall be carried out by an independent chartered/certified public accountant acceptable to Embassy. International audit standards such as International Standards of Auditing (ISA) 800, ISA 805, or equivalent shall be applied.
- 9.4 The auditor shall form an opinion on whether the financial statements fairly reflect the financial position of the Project, and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework, namely:
- the accounting principles followed by the Partner, and;
  - requirements of Article 9 clause 3.
- 9.5 The audit report shall include:
- identification of the Project's total expenses and total income;
  - the subject of the audit;
  - the financial reporting framework applied;
  - the auditing standards applied;
  - a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
  - the auditor's opinion.
- 9.6 The costs of the audit is included in the Project budget.
- 9.7 The audit requirements stated in this Agreement shall be applied on the total Grant including any part of the Grant transferred to other entities.
- 9.8 Embassy may request additional information from the auditor at any time. Such information shall be provided within 30 days of the request.

## 10 FINAL REPORT

- 10.1 A final report for the Support Period shall be submitted to Embassy for approval within three months after the end of the Support Period. The final report shall be set up in a way that allows for a direct comparison with the Application and shall be signed by an authorised representative of the Partner.
- 10.2 The final report shall, as a minimum, include:
- the items listed for the progress reports described in Article 8 covering the entire Support Period;

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- b) an assessment of the Project's effect on society (Impact);
- c) a description of the main lessons learned from the Project;
- d) an assessment of the sustainability of the achieved results under the Project.

## 11 FORMAL MEETINGS

- 11.1 The Parties may agree to hold formal meetings if/when required. Details regarding agenda and procedures will be agreed upon by the Parties.

## 12 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 12.1 If the Partner or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, Embassy shall be informed. The Partner shall forward a copy of the report of any such review or evaluation to Embassy without undue delay.

## 13 PROCUREMENT

- 13.1 All procurement under the Project shall be undertaken by the Partner and be completed in accordance with Annex C as well as any statutory requirements applicable in the jurisdiction of the Partner.

## 14 PROJECT ASSETS

- 14.1 The Partner shall have full ownership to all equipment, consumables and intellectual property rights procured or developed by use of the Grant, unless otherwise described in the Application. All matters associated with equipment, consumables and intellectual property rights are the exclusive responsibility of the Partner. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to Embassy's prior approval.
- 14.2 Embassy shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by use of the Grant. Embassy may assign this right to any individual or organisation at its own discretion.
- 14.3 Transfer of ownership of any equipment, consumables and/or intellectual property rights during the Support Period shall be executed in accordance with the national legislation of the Partner and be made at market terms. Ownership may not be transferred to an employee of the Partner or its cooperating partner, or anyone related to or connected with an employee, if such a relation could lead to a conflict of interest as described in Article 16 clause 2.
- 14.4 Before a transfer is decided, the Partner shall assess whether it may have an impact on the Project and, where appropriate, consult with Embassy. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 14.5 The Partner shall prepare records of transfer of ownership for any equipment, consumables and intellectual property rights. The records shall comprise information on the object of transfer, the original purchase price paid by the Partner, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to Embassy along with the first progress report due after the sale.



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- 14.6 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Partner shall inform Embassy about the remaining equipment and goods that have been purchased by use of the Grant. Embassy may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to Embassy unless otherwise agreed by the Parties.
- 14.7 The Grant may not be used to purchase or construct real property (land or buildings) unless specifically agreed upon between the Parties in writing.

## 15 CONFLICT OF INTEREST

- 15.1 The Parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 15.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Parties 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.
- 15.3 If a conflict of interest occur, 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.
- 15.4 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 the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.

## 16 FINANCIAL IRREGULARITIES

- 16.1 The Parties shall practise zero tolerance towards any 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 Grant.
- 16.2 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 not in accordance with the Agreement and the latest agreed Application, implementation plan and budget.
- 16.3 The Parties are firmly committed to prevent, detect and manage financial irregularities and shall therefore:
- a) organise their operations and internal control systems in a way that financial irregularities are prevented and detected;
  - b) cooperate fully to prevent, stop and handle financial irregularities within and related to the Project;
  - c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

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- 16.4 The Parties shall immediately inform each other of any indication of financial irregularities and of the measures initiated to handle the situation.
- 16.5 The Parties shall cooperate fully in the investigations of such events, whether the investigation is led by Embassy or the Partner.
- 16.6 The Parties shall 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.
- 16.7 Embassy may apply any measure as referred to in Article 20 clauses 1 and 2, with immediate effect and irrespective of Article 20 clause 3, if Embassy 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.

## 17 TRANSPARENCY

- 17.1 The Parties shall distribute copies of this Agreement, as well as any subsequent amendments thereof, to all individuals and institutions involved in the Project or otherwise in need of information on its content.
- 17.2 The Partner shall publish the following in a dedicated and easily accessible place of its internet site:
- a) a copy of this Agreement
  - b) the title and value of any contracts and/or sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are to be financed by the Grant;
  - c) names and nationalities of the respective agreement parties and, if relevant end any further sub-grantees or contractors in receipt of Project funds;

If internet publication is impossible, all the information in clause 3 shall be published by other appropriate means. The Partner shall give Embassy precise information on where the publication is made.

Publication shall take place as soon as possible, and at the latest within six months after the contracts and/or sub-agreements were entered into.

Any deviations from this clause 18.2 shall be agreed by the Parties in writing.

- 17.3 The Parties shall make other project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may be denied if such disclosure is prohibited by national legislation, confidentiality obligations and/or if it may be detrimental to the Partner's legitimate interests.

## 18 VERIFICATION

- 18.1 Representatives of Norway may at all times carry out independent reviews, field visits, evaluations and other control measures to verify that the Grant has been used in accordance with the Agreement.
- 18.2 The Partner shall facilitate such control measures 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.

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- 18.3 The Partner shall ensure that the representatives have access to the auditor of the Project, as well as to the auditor's assessments of all relevant information pertaining to the Project. The Partner shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 18.4 The rights and obligations of this Article shall remain in force for five years following the end of the Support Period or after termination of the Agreement.

## 19 RESERVATIONS

- 19.1 Embassy reserves the right to withhold disbursements at any time in case the Partner fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities.
- 19.2 Embassy reserves the right to terminate the Agreement with immediate effect and/or claim repayment of all or parts of the Grant in the event of material breach of this Agreement by the Partner. Material breach of the Agreement shall include, without limitation, the following:
- all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
  - the use of the Grant has not been satisfactorily accounted for,
  - the Partner has, after having been granted an extended deadline, failed to provide the agreed reports,
  - financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Project,
  - the Partner has failed to inform Embassy of indication of financial irregularities within the Project in accordance with Article 17 above.
- 19.3 Before withholding disbursements, claiming repayment or terminating this Agreement, the Parties shall consult with a view to reaching a solution on the matter.

## 20 LIABILITY

- 20.1 Neither of the Parties shall be held liable for damage, injury or loss of income sustained by the other Party or its agencies, staff or property as a direct or indirect consequence of the Project. No claim for compensation or increases in payment in connection with such damage, injury or loss of income will be accepted.
- 20.2 The Partner shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Partner shall indemnify Embassy against any claim or action from the Partner's employees or third parties in relation to the Project.

## 21 DURATION, AMENDMENT AND TERMINATION

- 21.1 The Agreement shall enter into force on the date of the last signature, and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with this Article. Whether the obligations shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by Embassy in a completion letter.
- 21.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.

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- 21.3 Each Party may terminate the Agreement upon three months written notice. If the Project cannot continue without the financial support of Embassy, the Partner shall exert its best efforts to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

## 22 RETURN OF INTEREST AND UNUSED FUNDS

- 22.1 Upon completion of the Support Period or upon termination of this Agreement, any unused funds that total more than NOK 500 shall be repaid to Embassy as soon as possible and at the latest within 6 months. The repayment shall include any interest which have not been used for Project purposes, and other financial gain accrued on the Grant. This does not apply in case of termination where such funds have been irrevocably committed by the Partner in a legally binding agreement entered into with any third parties prior to the receipt of the notice of termination.

- 22.2 Repayments shall be made to the following bank account:

Name of the account: Royal Norwegian Embassy in Belgrade  
Account no.: 265100000005483946  
IBAN no.: RS35265100000000198319  
Name and address of the bank: Raiffeisen Bank ad Beograd  
Swift/BIC code: RZBSRSBG

- 22.3 The transaction shall be clearly marked: "Unused funds". The name of the Partner shall be stated, along with the Embassy's agreement number and agreement title.

## 23 DISPUTE RESOLUTION

- 23.1 Any dispute concerning this Agreement shall be settled by consultations between the Parties.

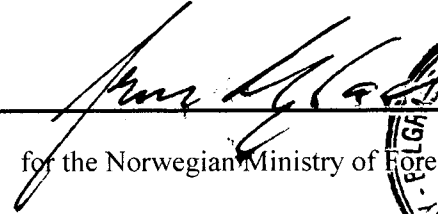

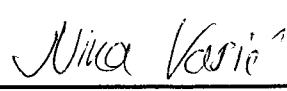

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IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Party, have signed the Agreement in two -2- originals in the English language, whereof the Parties keep one each. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

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Place: Belgrade

Date: 1 November 2017

 for the Norwegian Ministry of Foreign Affairs, Arne Sannes Bjørnstad Ambassador		 For the Commission for Protection of Competition Miloje Obradovic President	
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Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

Annex C: Procurement Provisions

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## ANNEX C: PROCUREMENT IN THE CONTEXT OF PROJECTS FINANCED BY THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

The Partner applies its own procurement rules if they offer guarantees equivalent to internationally accepted standards. If the rules do not offer equivalent guarantees, or in specific cases, the MFA and the Partner will agree on the use of other procurement procedures offering such guarantees. In this case, the rules to be followed are set forth in the Grant Agreement.

Notwithstanding the above, all procurements carried out by the Partner in the context of the Project shall comply with the principles and provisions set forth in this Annex C.

### 1 INTRODUCTION

- 1.1 This Annex C sets out procurement rules and principles which shall be applied by the Partner when procuring goods, services or works to Projects financed by the Ministry of Foreign Affairs (MFA). Stricter rules may supplement the compulsory minimum rules set forth in this Annex C.
- 1.2 The MFA may carry out ex post checks on the Partner's compliance with the rules set forth in this Annex C.
- 1.3 Failure to comply with the rules set forth in this Annex C shall render the Project expenditure ineligible for MFA funding and may lead to withholding funds or claim for repayment in accordance with article 20 of the Grant Agreement.
- 1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Annex C are amounts excluding value-added tax (VAT).
- 1.5 The procurement provisions shall also apply to any procurements to be carried out by the Partner's cooperation partners or others. The Partner shall be responsible for compliance regardless of whether the procurement is carried out by the Partner itself or its cooperation partners or others.

### 2 BASIC PRINCIPLES

- 2.1 If a Project requires procurement by the Partner, the contract must be awarded following a tender procedure to the most economically advantageous tender (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price. In doing so, the Partner shall avoid any conflict of interests and respect the following basic principles:
  - a) **Competition:** The procedures applied and the award of contracts shall be based on fair competition.

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- b) **Equal treatment and non-discrimination:** Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Partner shall not discriminate against candidates/tenderers or groups of candidates/tenderers.
- c) **Transparency and ex-ante publicity:** As a general rule, tender procedures shall be based on prior publication. Where the Partner does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.
- d) **Objective criteria:** The Partner shall evaluate the offers received against objective criteria, which enable the Partner to measure the quality of the offers and shall take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.
- e) **Notoriety:** The Partner shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.

### 3 ELIGIBLE TENDERERS

3.1 Tenderers must provide information on their legal form and ownership structure.

3.2 Tenderers shall be excluded from participation in a procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Partner is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;
- b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;
- c) they have been guilty of grave professional misconduct; proven by any means which the Partner can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Partner or those of the country where the contract is to be performed;

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- 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 or money laundering by a final judgment;
  - f) they 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 organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
- 3.3 Tenderers shall confirm in writing that they are not in any of the situations listed above. Even if such confirmation is given by a tenderer, the Partner shall investigate any of the situations listed above if it has reasonable grounds to doubt the contents of such confirmation.
- 3.4 Contracts shall not be awarded to tenderers which, during the procurement procedure:
- a) are subject to a conflict of interests;
  - b) are guilty of misrepresentation in supplying the information required by the Partner as a condition of participation in the tender procedure, or fail to supply this information.

#### 4 GENERAL PROCUREMENT RULES

- 4.1 The tender documents shall be drafted in accordance with best international practice. The Partner may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.
- 4.2 The Partner shall take into account universal design and the potential environmental impact of any planned procurements.
- 4.3 All invitations to submit tenders shall state that offers will be rejected if any illegal or corrupt practises have taken place in connection with the award. All contracts concluded under the Project shall state that the Partner may terminate the contract if it finds that illegal or corrupt practises have taken place in connection with the contract award or execution.
- 4.4 The time-limits for receipt of tenders and requests to participate must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.
- 4.5 An evaluation committee must be set up to evaluate applications and/or tenders of a value of NOK 500 000 or more on the basis of the exclusion, selection and award criteria. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.



Standard:	<b>Foreign governmental entities</b>	Revision no.:	1
Procurement Provisions	<b>Grant Management Regime I</b>	Date:	01.03.2016

- 4.6 For contracts with a value exceeding NOK 100 000, the Partner shall compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request by the MFA, the Partner shall deliver its written record to the MFA and grant the MFA access to all relevant information and documentation related to the procurement procedure and practices applied.

ALL YEARS					YEAR 1										
Budget for the project "Increasing economic growth through support to promotion of competition policy"					Currency: EUR		Co-funding	Amount requested from Embassy	Unit	# of units	Unit value (in EUR)	Cost (in EUR)	Co-funding	Amount requested from Embassy	
Costs					Unit	# of units	Unit rate	Costs							
1. Human Resources															
1.1 Project manager (EU) of Embassy (Paris)					Per month	24	1600	38,400.00		38,400.00	Per month	12	1600	19,200.00	19,200.00
1.2 Senior Legal expert					Per day	30	120	3,600.00		3,600.00	Per day	30	120	3,600.00	3,600.00
1.3 Junior Legal expert					Per day	40	80	3,200.00		3,200.00	Per day	40	80	3,200.00	3,200.00
1.4 Short term experts - panelists					Per trainee	20	1000	20,000.00		20,000.00	Per trainee	20	1000	20,000.00	20,000.00
1.5 Short term experts - panelists					Per workshop	15	120	1,800.00		1,800.00	Per day	15	300	4,500.00	4,500.00
1.6 Short term experts-panelists					Per person/day	45	120	5,400.00		5,400.00	Per person/day	20	250	5,000.00	5,000.00
Subtotal Human Resources								72,400.00	0.00	72,400.00			55,500.00	0.00	55,500.00
2. Travel															
2.1. Travel of project staff and experts															
2.1.1 International travel for project staff and experts					Per flight	2	450	900.00		900.00	Per flight	2	450	900.00	900.00
2.1.2 Local transportation					Per km	10,000	0.22	2,200.00		2,200.00	Per km	5,000	0.22	1,100.00	1,100.00
2.1.3 Per diems for missions of international experts to Serbia (for mission for the purposes of delivery of trainings for International expert)					Per day/expert	18	158	2,844.00		2,844.00	Per day/expert	8	158	1,264.00	1,264.00
2.1.4 Per diems for local missions in Serbia					Per day/expert	24	100	2,400.00		2,400.00	Per day/expert	12	100	1,200.00	1,200.00
2.2 Travel of project beneficiaries													0.00	0.00	
2.2.1 Local travel					Per km	10000	0.22	2,200.00		2,200.00	Per km	5,000	0.22	1,100.00	1,100.00
2.2.2 Per diems					Per person/day	24	100	2,400.00		2,400.00	Per	12	100	1,200.00	1,200.00
Subtotal Travel								12,944.00	0.00	12,944.00			6,764.00	0.00	6,764.00
3. Investments, equipment and supplies															
3.1 Purchase of equipment or supplies															
3.1.1 Furniture and office equipment					Per item			0.00		0.00	Per item				
3.1.2 Furniture and office equipment					Per item	6	3500	21,000.00		21,000.00	Per item	6	3500	21,000.00	21,000.00
3.1.3 Furniture and office equipment					Per item	3	1600	4,800.00		4,800.00	Per item	3	1600	4,800.00	4,800.00
3.1.4 Furniture and office equipment					Per item	3	4500	13,500.00		13,500.00	Per item	3	4500	13,500.00	13,500.00
3.1.5 Furniture and office equipment					Per item						Per item			0.00	0.00
3.1.6 Furniture and office equipment					Per item	12	800	9,600.00		9,600.00	Per item	12	800	9,600.00	9,600.00
3.2 Procurement of works and services															0.00
3.2.1 Construction works etc								0.00		0.00					0.00
3.3 Rent of equipment															0.00
3.3.1 Projector, translation eq., car etc.					Per day	8	250	2,000.00		2,000.00	Per day	4	250	1,000.00	1,000.00
Subtotal Equipment								50,900.00	0.00	50,900.00			49,900.00	0.00	49,900.00
4. Office costs															
4.1 Depreciation					Per month	24	50	1,200.00		1,200.00	Per month	12	50	600.00	600.00
4.2 Accounting services					Per month	24	100	2,400.00		2,400.00	Per month	12	100	1,200.00	1,200.00
4.3 Office supplies										0.00	Per month				0.00
4.4 Office telephone					Per month	24	100	2,400.00		2,400.00	Per month	12	100	1,200.00	1,200.00

4.3.2 Web site design and maintenance	Lump sum	1	5000	5,000.00		5,000.00	Lump sum	0.50	5000	2,500.00		2,500.00
4.4 Bank charges	Per month	24	80	1,920.00		1,920.00	Per month	24	80	1,920.00		1,920.00
<b>Subtotal/Office costs</b>				<b>12,920.00</b>	<b>0.00</b>	<b>12,920.00</b>				<b>7,420.00</b>	<b>0.00</b>	<b>7,420.00</b>
<b>5. Other activity costs</b>												
5.1 Printing of publications	Per item			0.00		0.00	Per item					
5.2 Translation, interpreters	Per day	8	300	2,400.00	2,400.00	0.00	Per day	4	300	1,200.00	1,200.00	0.00
5.3 Event costs				0.00		0.00				0.00		0.00
5.3.1 Rent of venue (for the public debates and workshops with stakeholders under Outcome 1)	Per day	10	300	3,000.00		3,000.00	Per day	5	300	1,500.00		1,500.00
5.3.2 Refreshments/catering for public debates and workshops with stakeholders under the Outcome 1 (at least 10 events)	Per person/day	200	20	4,000.00		4,000.00	Per person	100	20	2,000.00		2,000.00
5.3.3 Refreshments and catering for the participants (CPC staff) of the trainings	Per person	200	20	4,000.00		4,000.00	Per person	100	20	2,000.00		2,000.00
5.3.4 Moderator of the public debates and events	Per event	10	200	2,000.00	2,000	0.00	Per event	5	200	1,000.00	1,000.00	0.00
5.4 Other												
5.4.1 Social media strategy design		1	2,500.00	2,500.00		2,500.00		1	2500	2,500.00		2,500.00
5.4.2 Communication Expert - for online communication	Per month	24	1,200.00	28,800.00		28,800.00	Per month	12	1,200.00	14,400.00		14,400.00
5.4.3 Copywriting and maintenance of content on social network accounts	Per month	24	600	14,400.00		14,400.00	Per month	12	600	7,200.00		7,200.00
5.4.4 Design and production of animation videos for the visibility purposes	per item	3	2000	6,000.00		6,000.00	per item	2.0	2000	4,000.00		4,000.00
<b>Subtotal/Other activity costs</b>				<b>67,400.00</b>	<b>4,400.00</b>	<b>62,700.00</b>				<b>35,800.00</b>	<b>2,200.00</b>	<b>33,600.00</b>
<b>Subtotal/direct eligible costs</b>				<b>218,264.00</b>	<b>4,400.00</b>	<b>79,564.00</b>				<b>39,920.00</b>	<b>2,200.00</b>	<b>37,720.00</b>
<b>6. Audit costs</b>												
6.1 Expenditure verification (Audit)	Lump sum	1	2000	2,000.00	0	2,000.00	Lump sum	0.00	2000			0.00
<b>Total costs</b>				<b>218,264.00</b>	<b>4,400.00</b>	<b>213,864.00</b>				<b>155,384.00</b>	<b>2,200.00</b>	<b>153,184.00</b>

PLEASE MODIFY THE BUDGET TO THE PROJECT NEEDS. The budget should be realistic, cost effective and in line with local market costs, including cost for human resources. The budget is to be presented in EUR. If salaries or fees are to be paid, gross amounts should be presented. If the costs are to be shared among different parties, this division may be presented in the budget by adding new columns. The description of all budget items must be sufficiently detailed and all items broken down into their main components. The number of units and unit rate must be specified for each component.

NB: The Applicant is responsible for the correctness of the financial information provided.

2,055,675.83

*Neta Jovic*

## JUSTIFICATION of the Budget

JUSTIFICATION of the Budget	Clarification of the budget items	Justification of the estimated costs
	Provide a narrative clarification of each budget item demonstrating the necessity of the costs and how they relate to the action (e.g. through references to the activities and/or results in the Description of the Action).	Provide a justification of the calculation of the estimated costs. Note that the estimation should be based on real costs.
<b>1. Human Resources</b>		
1.1 Project manager	Full time (100% of the working time) Project manager at a senior level will be in charge of overall management of the Project. He/she will ensure high quality level of coordination and timely delivery of all project activities. Project manager is responsible for overall management of the project, planning and coordination of consultants' inputs, ensuring consistency and synergies between project components, liaison with beneficiary and stakeholders, reporting and monitoring.	The gross salary (with all salary taxes and social contributions) of the Project Manager in calculated as standard gross salary with all taxes and contributions included based on number of months of engagement (24 months) x 1,600 EUR=38,400 EUR.
1.2 Senior Legal expert	Senior Legal expert is in charge for the realization of Output 1.1, as well as for supporting implementation of Output 1.3, under Outcome 1. He/she will perform comparative review of legal solutions in selected European Competition Network members, in order to investigate the best possible and applicable legal solutions in Serbia. Also, he/she will conduct analysis of the current CPC set-up and its internal functions and provides recommendations for improvements to internal organization and procedures in the light of new legal solutions. Also, he/she provides legal support in delivery of public discussions.	Calculation for this budget position is made based on envisaged number of days of assignment (30) x gross fee per day of engagement, 120 EUR, what makes in total 3,600 EUR.
1.3 Junior Legal expert	He/she assists Senior Legal expert in the activities described under 1.2 and gives necessary support within performance of comparative review of legal solutions, conduction of analysis of the current CPC set-up and performs other tasks under supervision of Senior Legal expert.	Junior Expert fee is 80 EUR per day of engagement and it is foreseen that he/she provides support in the period of 40 days, in total 3,200 EUR for the whole period of assignment.
1.4 International Expert - Forensic trainer	After new forensic equipment will be purchased, it is indispensable to train CPC staff for the use. Therefore, it is envisaged that international forensic trainer hold individual trainings with assigned CPC staff. In total, 20 persons will be trained.	Due to the limited number of these experts and highly technical and specific area, these trainings are in practice charged per the participant. Calculation for the International Expert-forensic trainer was made based on the average amount per individual training (from the experience of the applicant), 1,000 EUR, where 20 employees (20 CPC employees conduct these unannounced investigations) will be trained, what makes total amount of 20,000 EUR.
1.5 Advocacy and public debate trainer	Designs and conduct the training program for the CPC employees - public debate module and lobbying/advocacy module, with the aim to build their capacity to advocate for and promote solutions from the new Law on Protection of Competition.	For this budget line, assignment includes design (9 days), implementation of two two-day modules (4 days) and preparation of report (2 days), in total 15 days, where one day is set on 120 EUR, in total 1.800 EUR.
1.8 Communication Expert	Communication expert will be engaged on a part-time basis (50% of working time). He/she is in charge for the development and implementation of social media strategy and delivery of communication and awareness raising activities related to this on-line communication. Also, provides coaching for selected CPC staff on how to maintain social media networks.	Communication expert will be engaged throughout 24 months of Project implementation, 50% of the working time, with gross monthly salary 1,200 EUR, in total 28,800 EUR.
1.9 Short term experts-panelists	It is envisaged that 2 short term experts with economic background and 3 short term experts with legal background are going to be involved in the public debates and workshops under Output 1.3 of the Project.	Having in mind that short term experts will be engaged at ad-hoc basis and in relation with public debates (4 are foreseen) and workshops (5 are foreseen), which are envisaged as one-day events, calculation is made based on total number of experts (5) x number of events/days (4 x 5=9), where one day fee rate is calculated based on the previous experience (250 EUR). 5 experts x 9 event/days x 120 EUR = in total 5.400 EUR.

<b>Subtotal Human Resources</b>		
<b>2. Travel</b>		
<b>2.1. Travel of project staff and experts</b>		
2.1.1 International travel	In order to deliver training of the CPC's staff on use of new forensic equipment (International expert 1) and to train CPC employees on methodology and analytical techniques for ex-post analysis of mergers, and defining of relevant market (International expert 2) international travels are envisaged. Since it still hasn't been known who the experts will be, destination can not be specified at this moment.	Unit cost is envisaged based on economy class return flight ticket, with one stop, since at the moment it is not defined whether destinations will be with direct flight connection with Belgrade. 450 EUR per return flight ticket x 2 flights = 900 EUR in total.
2.1.2 Local transportation	Local transportation costs for the project team are related to the delivery of public debates and workshops throughout Serbia (Outcome 1), as well as to the other activities which will be implemented in various regions in the country.	The travel costs for project staff and experts will be reimbursed for calculated number of km (based on the web site Via Micheline) from their place of work/living to the event venue if they travel by car (0.22 EUR/km) or against presentation of a bus/train ticket.
2.1.3 Per diems for missions of international experts to Serbia	Per diems are envisaged for international experts for delivery of trainings on forensic investigations, and on ex-post analysis of mergers and defining of relevant markets) during their stay in Serbia. Per diems will cover the costs of the hotels and daily allowance.	Calculation is based the number of days envisaged to be realised in Serbia (2 missions x 4 days for international expert 1 and 2 missions x 5 days for international expert 2) - 18 days in total. Per diem rate was calculated based on the official EU per diem rate for Serbia - 158 EUR per day ( <a href="https://ec.europa.eu/europeaid/sites/devco/files/perdiem-rate-20150318.pdf">https://ec.europa.eu/europeaid/sites/devco/files/perdiem-rate-20150318.pdf</a> )
2.1.4 Per diems for missions/travel for local travel in Serbia	For the purposes of organising and delivery of public debates and workshops around Serbia, per diems are foreseen in case of overnight stay for project team. Per diems cover accommodation costs and daily allowance for meals.	Calculation is based on the number of the events envisaged outside Belgrade (4) x number of experts per event (3) x number of days per event (2). 4 events x 3 experts x 2 days = 24 per diems x 100 EUR = 2,400 EUR
<b>2.2 Travel of project beneficiaries</b>		
2.2.1 Local travel	Local transportation costs for staff of the beneficiary are related to the delivery of public debates and workshops throughout Serbia (Outcome 1), as well as to the other activities which will be implemented in various regions in the country.	The travel costs for the beneficiary staff will be reimbursed for calculated number of km (based on the web site Via Micheline) from their place of work/living to the event venue if they travel by car (0.22 EUR/km) or against presentation of a bus/train ticket.
2.2.2 Per diems	For the purposes of organising and delivery of public debates and workshops around Serbia, per diems are foreseen in case of overnight stay for the beneficiary staff that will be involved in delivery of these activities. Per diems cover accommodation costs and daily allowance for meals.	Calculation is based on the number of the events envisaged outside Belgrade (4) x number of beneficiary staff per event (3) x number of days per event (2). 4 events x 3 experts x 2 days = 24 per diems x 100 EUR = 2,400 EUR
<b>Subtotal Travel</b>		
<b>3. Investments, equipment and supplies</b>		
<b>3.1 Purchase of equipment or supplies</b>		
3.1.1 Forensic hardware	New forensic equipment and the related training for its use for CPC employees will enable to Commission to conduct more unannounced inspections (dawn raids), which is expected to lead to enhanced detection of competition infringements and thereby better Competition law enforcement.	
3.1.1.1 Special digital forensic Lap-top	Special digital forensic lap-tops are needed for CPC staff, as part of the new, improved equipment necessary for supervision and field work.	Price of the unit (digital forensic lap-top) is based on the offer by supplier; having in mind specific nature of this equipment, there are no many suppliers and price is more or less fixed.
3.1.1.2 Forensic Duplicator Kit	The Forensic Duplicator Kit is intended for use in both field and lab environments. It is a full-featured, fully-forensic duplicator that offers easy operation and fast forensic imaging of hard disks and solid-state-drives, so it is indispensable for CPC teams in conducting surveillance and control.	Market price per unit is 1,600 EUR, three units are needed, what makes total price for this Kit 4,800 EUR.

3.1.1.3 Forensic Imager Kit	This imager kit is network-enabled, fully-forensic that offers local and network imaging performance. supports up to two active forensic jobs at a time (simultaneous imaging) and it supports up to four destinations per source with the ability to mix image duplication and local/network. As previously explained device, it will facilitate and improve CPC surveillance activities.	Being part of complete, also three units are needed, with a price per unit 4,500 EUR, in total 13,500 EUR. Since it is specific kind of equipment, prices are almost fixed and a few suppliers exist at the market.
3.1.2 Forensic software		
3.1.2.1 License for Guidance Software EnCase V8	EnCase Forensic enables investigators to quickly search, identify, and prioritize potential evidence, in computers and mobile devices; it helps investigators to acquire evidence from a wide variety of operating and file systems and provides processing capabilities that can automate the preparation of evidence, making it easier to complete the investigation.	In total 12 licenses are planned to be purchased; price per unit is 800 EUR, so in total 9,600 EUR are envisaged for this budget position.
3.2 Procurement of works and services		
3.2.1 Construction works etc		
3.3 Rent of equipment		
3.3.1 Projector, translation eq., car etc.	Technical equipment will be needed during the realization of trainings, workshop and communication events. These costs are envisaged to cover technical part of the organizational issues.	Calculation for this budget line is made based on lump sum for technical costs per one-day event and estimated total number of events envisaged; 8 events x 250 EUR per event=2,000 EUR.
<b>Subtotal Equipment</b>		
<b>4. Office costs</b>		
4.1 Consumables	This budget line envisages cost of the office material for the whole project duration	24 months of Project implementation x 50 EUR=1,200 EUR.
4.2 Accounting services	Project transactions are to be registered promptly and accurately, so accounting services will be needed for the whole implementation of the Project.	Monthly lump sum for accounting services is 100 EUR, x 24 months of Project implementation = 2,400 EUR.
4.3 Other services		
4.3.1 Utilities (telephone, internet...)	this budget line envisages the cost of utilities in the project office for the whole project duration.	24 months of Project implementation x 100 EUR=2,400 EUR.
4.3.2 Web-site design and maintenance	Creation of the new web-site of the Commission and development of strategy for presence in the social networks are at the core of desired project results. The aim is public outreach of the Commission, as well as acquainting market participants with their rights and obligations, what will increase the preventive side of competition law enforcement.	This budget line is calculated based on average market price for web-site design (of similar type/capacity) and the initial maintenance costs, during the project implementation = 5,000 EUR.
4.4 Bank charges	The costs for transfers linked with purchase of goods and services.	The costs of 80 EUR per month are calculated based on the experience applicant had with bank transfers (24 X 80=1,920 EUR).
<b>Subtotal Office costs</b>		
<b>5. Other activity costs</b>		
5.1 Printing of publications		
5.2 Translation, interpreters	Having in mind involvement of the International expert(s) in the Project, mainly for the trainings, as well as for the translation of guidelines under Outcome 3, this this budget position is envisaged to cover those expenses.	Calculation is made base on the average daily fee for the translators/interpreters, 300 EUR per day x 8 days (number of envisaged events) = 2,400 EUR.
5.3 Event costs		
5.3.1 Rent of venue (for the public debates and workshops with stakeholders under Outcome 1)	For the purposes of organising and delivery of public debates and consultative meetings, venues will be rented. Calculation is made based on the rent per day of the event and based on the experience of the applicant in organising of different events.	Day of the rent is taken based on previous applicant's experience (average sum for venues with capacities more than 25 people), 300 EUR x 10 days = 3,000 EUR.

5.3.2 Refreshments (for the public debates and workshops with stakeholders under Outcome 1)	It is envisaged that 10 events will be organised under the Outcome 1 (public debates and consultative meetings). Lunch and refreshments (coffees, water and juices) is foreseen for the participants.	Note provided within the budget item.
5.3.3 Refreshments (and catering for the participants (CPC staff) of the trainings)	Trainings of the CPC staff will be organised in the premises of CPC. However, lunch and refreshments will be covered for the participants.	Note provided within the budget item.
5.3.4 Moderator of the public debates and events	Moderator will be hired by for the purposes of facilitating and moderating discussions at events. They will be in charge of facilitating smooth discussion and collection of inputs from the events.	Moderator will be engaged for moderation of 10 events. This cost will be financed by the CPC as their contribution. 200 EUR per event is budgeted based on the previous experience of the applicant (10 events x 200 EUR = 2,000 EUR in total).
5.4 Other		
5.4.1 Social media strategy design	An external PR company will be hired for the purposes of designing social media strategy design.	Envisaged amount is determined with average market price for this service, 2,500 EUR. Procurement, based on three offers, will be conducted to select the company that will offer value for money.
5.4.2 Communication Expert - for online communication		Envisaged amount is determined with average market price for this service per month, 1,200 EUR X 24 months, amounting to 28,800.
5.4.3 Copywriting and maintenance of content on social network accounts	Once when the content on social network accounts will be created and published, it will be needed to cover costs of the copywriting and the maintenance of the content.	Amount is calculated based on monthly lump sum for these costs, 600 EUR x 24 months of Project implementation = 14,400 EUR.
5.4.4 Design and production of animation videos for the visibility purposes		Amount is calculated based on the estimated costs of producing one animated video (2,000 EUR per video), where 3 are envisaged, which totals 6,000 EUR.
<b>Subtotal Other activity costs</b>		
<b>Subtotal direct eligible costs</b>		
<b>6. Audit costs</b>		
6.1 Expenditure verification (Audit)	Costs for internal independent audit are envisaged.	Audit costs are foreseen based on experience from previous audited projects; 2,000 EUR.
<b>Total costs</b>		

This is a suggested template for results framework for projects/programmes to be supported by the Norwegian Ministry of Foreign Affairs. The approved results framework will be included as a part of the agreement between the MFA and grant recipient. It is therefore important that the results framework is consistent and realistic.

#### RESULTS FRAMEWORK:

LEVEL	EXPECTED RESULT	INDICATORS	Indicator data				Data source of verification	Comments
			BASELINE Y0	TARGET Y1	TARGET Y2	FINAL TARGET YX		
IMPACT	To improve enforcement and increase awareness of the competition policy in Serbia.	Progress in this area (Chapter 8 - Competition Policy) acknowledged in the EU's country progress report for Serbia	2016: "The CPC needs to strengthen its enforcement record...". <sup>1</sup>	2018 (July): (July 2018: "The CPC has further strengthened its enforcement record").	2019: N/A <sup>2</sup>	2020: "The CPC has significantly strengthened its enforcement record").	European Commission Serbia Report(s) 2016, 2018, 2020	
OUTCOME 1	To promote the solutions from the new Draft Law on the Protection of Competition.	Number of solutions to the new Draft Law proposed to the Ministry in charge.	2017: 0	2018: >30		2018: >30	CPC website	
OUTPUT 1.1	CPC skills for promotion of the new Draft Law on Protection of Competition enhanced.	Number of CPC employees who actively participate in promoting the Draft Law.	2017: 0	2018: >10		2018: >10	CPC work reports	
OUTPUT 1.2	The understanding	Number of useful comments from the	2017: 0	2018: >10	2019	2019	Reports from the public discussions	

<sup>1</sup> European Commission Serbia Report 2016. p.38. [https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/pdf/key\\_documents/2016/20161109\\_report\\_serbia.pdf](https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/pdf/key_documents/2016/20161109_report_serbia.pdf)

<sup>2</sup> The next EC report for Serbia is expected in July 2018, and the next one in 2020.



This is a suggested template for results framework for projects/programmes to be supported by the Norwegian Ministry of Foreign Affairs. The approved results framework will be included as a part of the agreement between the MFA and grant recipient. It is therefore important that the results framework is consistent and realistic.

	of key stakeholders of the proposed solutions in the new Law on Competition achieved	key stakeholders attending public discussions/workshops on the proposed solutions to the new Draft Law on Protection of Competition.					for the business community and the public; Reports from the workshops for media	
OUTCOME 2	To increase detection rate of competition infringements	Increase in the detection rate of infringement cases on annual basis	2017: 3 cases	2018: 33,33%	2019: 25%	2019: 66%	CPC Annual Reports	
OUTPUT 2.1	Technical CPC capacities for detection of the competition infringements raised.	The CPC forensic software upgraded.  The CPC forensic hardware upgraded.	2017: 0  2017: 0	2018: 1  2018: 1		2018: 1  2018: 1	The CPC work reports. Forensic hardware/software.	This is a binary presented indicator, where 0 = it is not upgraded, and 1 = it is upgraded
OUTPUT 2.2	CPC staff trained to use the new technical equipment for detection of competition infringements	Number of the CPC staff who obtain certificate of training	2017: 0	2018: 20		2018: 20	Number of certificates obtained	

Neta Jovic

This is a suggested template for results framework for projects/programmes to be supported by the Norwegian Ministry of Foreign Affairs. The approved results framework will be included as a part of the agreement between the MFA and grant recipient. It is therefore important that the results framework is consistent and realistic.

OUTCOME 3	To raise the level of competition culture and awareness among key stakeholders in Serbia	Percentage of the public and stakeholders who understand competition rules and policy, as well as the role of CPC in protecting competition	2017: 4th Q	2018:	2019	2019: TBD	EU Progress Report for Serbia 2018  Foreign Investors Council White Book  Three brief pop-up surveys / questionnaires distributed by CPC staff to attendees of public events on competition related topics.	
OUTPUT 3.1	Public outreach and visibility of the CPC increased	CPC website developed and launched 1st Q. 2018.  Number of visits to the CPC website increased	2017: 0  2017: 238.000 (est.)	2018: 1  2018: 20% (increase in percentages)	2019	2019: 1  2019: 25%	The CPC website.	This is a binary presented indicator, where 0 = it is not developed, and 1 = it is developed. The CPC new website will be modern and user friendly.

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OUTPUT 3.2	Competition rules explained and the CPC visibility and presence in the social networks enhanced	Strategy for the presence of the CPC in the social media/networks designed and implemented (Copywriting, designing, monitoring, reporting, maintaining LinkedIn profile, content publishing and other communication with the followers (Community Management))	2017: 0	2018: 1	2019	2019: 1	CPC social network profiles	This is a binary presented indicator, where 0 = it is not developed, and 1 = it is developed. The CPC new website will be modern and user friendly.
		Short animation videos at the social media/networks with the aim to raise awareness on the importance of competition policy designed and published	2017: 0	2018: 1	2019: 1	2019: 1		This is a binary presented indicator, where 0 = it is not developed, and 1 = it is developed. The CPC new website will be modern and user friendly.
		CPC staff coached on how to maintain social media networks	2017: 0	2018: 1	2019: 1	2019: 1		

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								Additionally, a questionnaire will be developed on the effects of the provided coaching.
		Number of followers in the social media	2017: 0	2018: 5.000	2019: 7.000	2019: 7.000		