

Template:	Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

## GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE EUROPEAN WERGELAND CENTRE (EWC)

REGARDING

UKR-21/0002, SUPPORTING EDUCATIONAL REFORMS IN  
UKRAINE PROGRAMME

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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## PART I: SPECIFIC CONDITIONS

This grant agreement (the Agreement) has been entered into between:

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by The Section for Eastern Europe, Central Asia and Regional Organisations, and
- (2) The European Wergeland Centre (EWC), a foundation duly established in Norway under registration number 993737593 (the Grant Recipient),

jointly referred to as the Parties.

### 1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to MFA dated 15 April 2021 and a detailed budget dated 7 June 2021 (the Application) regarding financial support to the Supporting Educational Reforms in Ukraine Programme, UKR-21/0002 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from November 2021 to October 2024 (the Support Period).
- 1.3 The Parties have agreed to enter into an Agreement, consisting of this part I; Specific Conditions, part II; General Conditions, and part III; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.

### 2 OBJECTIVES OF THE PROJECT

- 2.1 The expected results of the Project are as follows:

The Project's planned effect on society is (Impact):

School and pre-school education promote democratic changes in society.

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

1. New policies foster democratic citizenship and respect for human rights.
2. Awareness of democratic changes in education raised.
3. Learning communities of educators strengthened.

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

Outputs:

- 1.1 Support for development of new policies is provided for further democratization of education.
- 1.2 Support provided for piloting of the new policies.

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- 2.1 Democratic changes in school and pre-school education identified and presented.
- 2.2 Resources, good practices, and success stories disseminated.
- 3.1 Capacity-building of education professionals to implement education reforms is supported.
- 3.2 Capacities of educational institutions strengthened.
- 3.3 Networking of educators and community building is supported on the local and national level.

Target groups: Local communities of education professionals, local providers of teacher training services, regional Teacher Training Institutes, universities, administration of schools and pre-school institutions, teachers, policy-makers and experts.

The full results framework is included as Annex B to this Agreement.

### 3. IMPLEMENTATION OF THE PROJECT

3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including implementation plan and budget.

3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.

3.3 The Grant Recipient 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.

3.4 The Grant Recipient shall be familiar with UN Security Council Resolution 1325 on women, peace and security (s/res/1325 (2000)), and implement the Project in a way that promotes the intentions of the resolution in the best possible way. A statement on how the intentions of this resolution have been addressed shall be included in the progress reports and final report of the Project.

### 4. THE GRANT

4.1 The Grant shall amount to maximum NOK 19 593 000 (Norwegian Kroner nineteen million five hundred and ninety-three thousand).

4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.

4.3 The Grant shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.

4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 5 % of the actual costs of the Project.

4.5 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

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## 5 DISBURSEMENT

- 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 MFA's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question.
- 5.2 Financial need refers to the budgeted expenditure 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 Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the first disbursement, disbursements are subject to the MFA's receipt and approval of the progress and annual reports.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants from MFA. All disbursements will be made to the following bank account:
- Name of the account: The European Wergeland Centre  
Account no.: 1503.31.33887  
IBAN no.: NO6315033133887  
Name and address of the bank: DnB, PB 1600 Sentrum, 0021 Oslo  
Swift/BIC code: DNBANOKKXXX  
Currency of the account: NOK
- 5.7 The Grant Recipient shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt.

## 6 REPORTING AND OTHER DOCUMENTATION

The following shall be submitted by the Grant Recipient to MFA:

- 6.1 An **annual report** for the project covering the period from 1 January to 31 December shall be submitted to MFA by 1 May each year, first report in 2023. The first report shall cover the period 1 November 2021-31 December 2022. The annual report shall include the content specified in article 2 of the General Conditions. MFA's standard reporting format shall be used.
- 6.2 A **progress** report covering the period from 1 January to 31 July shall be submitted to MFA by 15 September each year. MFA's standard reporting format shall be used.

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6.3 A **financial report** covering the period from January to December shall be submitted to MFA by 1 May each year, first report in 2023. The first report shall cover the period 1 November 2021-31 December 2022. The financial report shall include the content specified in article 3 of the General Conditions. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 6.7.

6.4 An **audit report** covering the annual financial statements of the Project shall be submitted to MFA by 1 May each year, first in 2023. The first audit report shall include November and December 2021. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report.

6.5 An updated implementation plan and budget covering the period from January to December shall be submitted to MFA by 15 February each year, first time in 2023. The implementation plan and budget shall include the content listed in article 1 of the General Conditions

6.6 The **annual report** of the Grant Recipient shall be submitted to MFA by 1 May each year.

6.7 A **final report** for the Support Period shall be submitted to MFA no later than three months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. MFA's standard reporting format shall be used.

6.8 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.

6.9 All implementation plans, budgets and reports shall be approved in writing by MFA unless otherwise agreed by the Parties.

## 7 AUDIT

7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The auditor shall comply with all ISAs relevant to the audit, ref. ISA 200 (Overall objectives of the independent auditor and the conduct of an audit in accordance with international standards on auditing), paragraphs 18 and 20. Of Particular relevance is ISA 240 (The Auditor's responsibility to Consider Fraud and Error in an Audit of Financial Statements), and ISA 800 ("Special Considerations audits of single financial statements and specific elements, accounts or items of a financial statement"). Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.

7.2 The Grant Recipient is responsible for submitting the audit report to MFA within the deadline indicated in article 6 of the Specific Conditions.




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## 8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings once per year, tentatively in the second quarter in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the Grant Recipient.
- 8.2 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period. In the event that such reports have not been received at least two weeks before the meeting, the Parties shall agree upon a new date to hold the meeting.
- 8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to MFA no later than two weeks after the meeting for comments. The agreed minutes shall be signed by both Parties.

## 9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 A project review focusing on progress to date shall be carried out by the end of 2023. The Grant Recipient shall draft the terms of reference for the review and submit them to the MFA for approval. The costs of the review are included in the Project budget.
- 9.2 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

## 10 PROCUREMENT

- 10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.

## 11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 Interest accrued on the Grant during the course of a year shall be repaid to MFA by 31 January the following year. If the Grant Recipient receives several grants from MFA, the interest on these grants should be repaid in one instalment. The instalment shall be documented by a copy of the annual bank statement for the account.
- 11.2 Upon the end of the Support Period or upon termination of this Agreement, any unused funds that total more than NOK 500 shall be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest and other financial gain accrued on the Grant and not previously repaid.
- 11.3 Repayments shall be made to the following bank account:

Name of the account: Norwegian Ministry of Foreign Affairs  
Account no.: 7694 05 12 618  
IBAN no.: NO83 7694 0512 618

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Name and address of the bank: DnB ASA, 0021 Oslo, Norway  
Swift/BIC code: DNBANOK

The transaction shall be clearly marked: "Unused funds" or "Interest". The name of the Grant Recipient shall be stated, along with MFA's agreement number and agreement title.

## 12 NOTICES

All communication to MFA concerning the Agreement shall be directed to

The Section for Eastern Europe, Central Asia and Regional Organisations of MFA

Postboks 8114 Dep.

N-0032 OSLO

[Seksjon.for.ost-europa.sentral-asia.og.regionale.organisasjoner@mfa.no](mailto:Seksjon.for.ost-europa.sentral-asia.og.regionale.organisasjoner@mfa.no)

All communication to the Grant Recipient concerning the Agreement shall be directed to

The European Wergeland Centre

Karl Johans gate 2

NO-0154 Oslo

Norway

[post@theewc.org](mailto:post@theewc.org)

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

## 13 SIGNATURES

13.1 By signing part I of the Agreement, the Parties confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

13.2 This Agreement has been signed in two -2- original copies in the English language. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Oslo

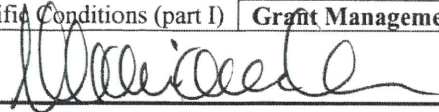
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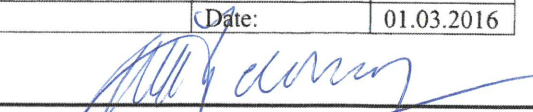


for the Norwegian Ministry of Foreign Affairs,

Marianne Kvan

Deputy Director

The Section for Eastern Europe, Central Asia and  
Regional Organisations



for The European Wergeland Centre,

Ana Perona-Fjeldstad

Executive Director

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

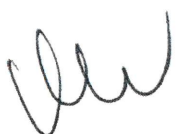
## Supporting Educational Reforms and Learning Communities of Educators in Ukraine

Project Proposal 2021-2024, The European Wergeland Centre

### Total Budget

Amounts in NOK

<b>Administration and Management</b>	<b>2021-2024</b>	<b>2021-2022</b>	<b>2023</b>	<b>2024</b>
Own contribution	1 485 000	495 000	495 000	495 000
Personnel	4 736 000	1 863 667	1 578 667	1 293 667
Other direct costs	605 000	85 000	435 000	85 000
Indirect costs	108 000	42 000	36 000	30 000
<b>SUM</b>	<b>6 934 000</b>	<b>2 485 667</b>	<b>2 544 667</b>	<b>1 903 667</b>
<b>MFA GRANT</b>	<b>5 449 000</b>	<b>1 990 667</b>	<b>2 049 667</b>	<b>1 408 667</b>
<b>Policy Support and Communication</b>				
Personnel and coordination fee	1 980 000	715 000	660 000	605 000
Training seminars and working meetings	425 000	235 000	190 000	0
Development of materials	893 000	231 500	371 000	290 500
Blended courses	600 000	300 000	300 000	0
Community building workshops and networking	670 000	150 000	520 000	0
<b>MFA GRANT</b>	<b>4 568 000</b>	<b>1 631 500</b>	<b>2 041 000</b>	<b>895 500</b>
<b>Capacity Building</b>				
Personnel and coordination fee	1 716 000	618 000	572 000	526 000
Expert fee	1 944 000	702 000	648 000	594 000
Training seminars and working meetings	750 000	455 000	295 000	0
Blended courses	3 266 000	1 433 000	1 543 000	290 000
Community building workshops and networking	900 000	300 000	300 000	300 000
Development of materials	1 000 000	250 000	250 000	500 000
<b>MFA GRANT</b>	<b>9 576 000</b>	<b>3 758 000</b>	<b>3 608 000</b>	<b>2 210 000</b>
Total own contribution	1 485 000	495 000	495 000	495 000
<b>TOTAL MFA GRANT</b>	<b>19 593 000</b>	<b>7 380 167</b>	<b>7 698 667</b>	<b>4 514 167</b>




## Supporting Educational Reforms and Learning Communities of Educators in Ukraine

Project Proposal 2021-2024, The European Wergeland Centre

### Result Framework

LEVEL	EXPECTED RESULT	INDICATORS	BASELINE 2021	TARGET 2024	Data source of verification
IMPACT	School and pre-school education in Ukraine ensure democratic changes in the society	<ul style="list-style-type: none"> <li>School and pre-school system better contributes to development of civic competences of students</li> <li>Teaching and learning is more democratic</li> <li>More democratic practices are introduced in educational institutions</li> <li>Increased participation of all stakeholders in governance of education institutions ensured</li> <li>Education for democratic citizenship and human rights is ensured in the new policy documents</li> <li>Strategies for implementation of the new policies are in place</li> </ul>	Baseline study results are expected in summer 2021 (conducted by CEDOS think tank)	Considerably increased in comparison with baseline	Focus group interviews, expert interviews, surveys
OUTCOME 1	New education policies foster democratic citizenship and respect for human rights	<ul style="list-style-type: none"> <li>Education for democratic citizenship and human rights is ensured in the new policy documents</li> <li>Strategies for implementation of the new policies are in place</li> </ul>	See above	New documents ensure democratic citizenship and respect for HR	Document analysis, expert interviews
OUTPUT 1.1	Support for development of new policies provided for democratization of education	<ul style="list-style-type: none"> <li>No of policy documents developed with consultancy from EWC</li> </ul>	5	8	Document analysis
OUTPUT 1.2	Support provided for piloting of the new policies	<ul style="list-style-type: none"> <li>Models and approaches to implementation of new policies in secondary school developed</li> <li>No of educational institutions/ and educators covered by the piloting programme</li> <li>Recommendations on implementation of the new policies developed / contributed to</li> </ul>	No 62/2400	Yes 192/5500	Focus group interviews, surveys, post training / course evaluation forms




<b>OUTCOME 2</b>	<b>Awareness of democratic changes in education raised</b>	<ul style="list-style-type: none"> <li>• Educators and parents are better informed about new policies and their effect</li> </ul>	Baseline study results are expected in summer 2021	Increase in comparison with baseline	Survey, focus groups/interviews in cooperation with research institutions
<b>OUTPUT 2.1</b>	Democratic changes in school and pre-school education identified and presented	<ul style="list-style-type: none"> <li>• No of publications on democratic changes in school and pre-school education based on monitoring conducted by the programme</li> </ul>	13	30	Survey, focus groups/interview in cooperation with research institutions, media statistics
<b>OUTPUT 2.2</b>	Resources, good practices and success stories disseminated	<ul style="list-style-type: none"> <li>• Viewers reached by publications on reform implementation and promotion campaigns in the media</li> </ul>	-	100 000	Media statistics
<b>OUTCOME 3</b>	<b>Learning communities of educators strengthened</b>	<ul style="list-style-type: none"> <li>• Education and teacher training professionals enhance local and national professional networks and use them for peer learning, support and advocacy</li> </ul>	Baseline study results are expected in summer 2021	Considerably increased in comparison with baseline	Focus groups/interviews, surveys, evaluation forms, tracking of networking activities on the programme platforms
<b>OUTPUT 3.1</b>	Capacity-building of education professionals to implement educational reforms is supported	<ul style="list-style-type: none"> <li>• Teacher trainers, school/pre-school staff are better equipped to implement educational reforms</li> <li>• No of teachers, school/pre-school heads, teacher trainers and education experts involved in capacity-building programs</li> <li>• No of teaching and learning resources produced</li> </ul>	See comment above	See comment above	Registration lists, post-training evaluation forms, focus groups/interviews
<b>OUTPUT 3.2</b>	Capacity of educational institutions strengthened	<ul style="list-style-type: none"> <li>• No of educational and teacher training institutions, incl NGOs, involved in training programs on strategic planning and development</li> <li>• Education and teacher training institutions have built a system for strategic planning and development</li> </ul>	300	500	Registration lists, post-training evaluation forms, focus group/interviews

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**OUTPUT 3.3**

Networking of educators and community building is supported on the local and national level

- No of participants of the networking and community building events

1000

2000

Registration lists,  
post-training  
evaluation forms

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**PART II: GENERAL CONDITIONS  
APPLICABLE TO GRANTS FROM  
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS**

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## **1 IMPLEMENTATION PLAN AND BUDGET**

- 1.1 Any updated implementation plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework and shall specify planned activities and outputs and time schedules for the upcoming reporting period.
- 1.2 Any updated budget to be submitted in accordance with the Specific Conditions shall be based on the approved budget in Annex A and include estimated income to the Project from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Project in the upcoming reporting period shall be clearly stated.
- 1.3 Significant deviations from or changes to the implementation plan and budget is subject to MFA's prior, written approval as outlined in article 12 of the General Conditions.

## **2 PROGRESS REPORT**

- 2.1 Any progress reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the reporting period. The report shall be set up in a way that allows direct comparison with the latest approved Application, implementation plan and budget, and shall be signed by an authorised representative of the Grant Recipient.
- 2.2 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 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 update on the risk management of the Project, including:
    - any new risk factors;
    - how materialized risks have been handled in the reporting period;
    - the effectiveness of mitigating measures;
    - how risks will be handled going forward.

The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in the Specific Conditions article 3 shall always be accounted for.

## **3 FINANCIAL REPORT**

- 3.1 Any financial report to be submitted in accordance with the Specific Conditions shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an identification of any deviations from the budget as per clause 3.3 below. The financial report shall be certified by the financial controller (or equivalent) as well as an authorised representative of the Grant Recipient.
- 3.2 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;



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- b) income from all sources, including bank interest. MFA'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;
  - g) balance sheet, when required in accordance with the accounting principles applied;
  - h) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.
- 3.3 Deviations from the approved budget shall be highlighted with information about both nominal amounts and percentage of each deviation. The Grant Recipient shall include a written explanation of any deviations amounting to more than 10% from a budget line.

#### **4 FINAL REPORT**

- 4.1 The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the Support Period. The 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 Grant Recipient.
- 4.2 The final report shall, as a minimum, include:
- a) the items listed for the progress reports described in article 2 of the General Conditions, covering the entire Support Period;
  - 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 by the Project.

#### **5 AUDIT**

- 5.1 If an audit of the Project's financial statements is required pursuant to the Specific Conditions, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).
- 5.2 MFA reserves the right to approve the auditor, and may require that the auditor shall be replaced if MFA finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.
- 5.3 The auditor shall form an opinion on whether the Project's 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:
- a) the accounting principles followed by the Grant Recipient and;
  - b) the requirements of article 3 clause 2 of the General Conditions.
- 5.4 The auditor shall report in accordance with the applicable audit standards, as agreed in the Specific Conditions.
- 5.5 The audit report shall include:
- a) the Project name and agreement number;
  - b) identification of the Project's total expenses and total income;
  - c) the subject of the audit;

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- d) the financial reporting framework applied;
  - e) the auditing standards applied;
  - f) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
  - g) the auditor's opinion.
- 5.6 In addition to the Project's audit report, the auditor shall submit a management letter (matters for governance attention), which shall contain any findings made during the audit of the Project. It shall also list any measures that have been taken as a result of previous audits and whether such measures have been adequate to deal with reported shortcomings.
- 5.7 If any findings have been reported in the Project's management letter, the Grant Recipient shall prepare a response including an action plan to be submitted to MFA together with the management letter.
- 5.8 The costs of the audit of the Project's financial statements shall be included in the Project's budget.
- 5.9 The audit requirements stated in this Agreement are applicable for the total Grant, including any part of the Grant that has been transferred to a cooperating partner.
- 5.10 The auditor of the Project's consolidated financial statement is responsible for the direction, supervision and performance of the audit of any part of the Grant that has been transferred to a cooperating partner. The auditor shall assure itself that those performing the audit for cooperating partners have the appropriate qualifications, that the audit is in compliance with professional standards, and that the audit report is appropriate under the circumstances.
- 5.11 The auditor of the Project's consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the requirements of this Agreement. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partner and the consolidation process.

## **6 CONTROL MEASURES**

- 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.

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## 7 FINANCIAL MANAGEMENT

- 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<sup>1</sup> in accordance with the applicable accounting- and bookkeeping policies in the jurisdiction of the Grant Recipient.
- 7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations<sup>2</sup> and cash reconciliations<sup>3</sup> 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. 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.

## 8 EXCHANGE RATE FLUCTUATIONS

- 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 gain shall be treated as disbursed Grant funds and used for Project purposes. 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.

## 9 EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS

- 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,

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1 A double-entry bookkeeping a system is system of bookkeeping where every entry to an account requires a corresponding and opposite entry to a different account.

2 Bank reconciliation is a process of verifying whether the sum found in the bank statements at the end of the period correspond with transactions recorded in the accounting system. This is usually done in conjunction with closure of the accounting records.

3 Cash reconciliation is a process of verifying whether the cash at hand at the end of the period corresponds with the amount of cash in the beginning of the period and the registrations of withdrawals and deposits in the period. This is usually done in conjunction with closure of the accounting records.

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significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA's prior approval, as outlined in Article 12 of the General Conditions.

- 9.2 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.
- 9.3 Transfer of ownership of such equipment, consumables or intellectual property rights during the Support Period shall be made at market terms. Ownership may not be transferred to an employee of the Grant Recipient or its cooperating partner, or to anyone related or connected to an employee, if such relation could lead to a conflict of interest as described in article 16 of the General Conditions.
- 9.4 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with MFA. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 9.5 The Grant Recipient shall prepare a record of transfer of ownership for any equipment, consumables and intellectual property rights. The record shall comprise information about the object of transfer, the original purchase price paid by the Grant Recipient, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to MFA along with the first progress report due after the sale.
- 9.6 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Grant Recipient shall inform MFA about the remaining equipment and goods that have been purchased by use of the Grant. The MFA 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 MFA.

## **10 REAL PROPERTY**

- 10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by MFA.
- 10.2 If MFA has approved a purchase or construction of real property, the Grant Recipient and MFA shall agree on the details concerning the ownership and the status of the real property after the end of the Support Period and/or the end of the Project. The agreement may be formalised in the Specific Conditions or in a separate agreement document.
- 10.3 MFA may in such an agreement require i.a. that the real property shall be sold after the end of the Support Period and that the proceeds from the sale shall be repaid to MFA. MFA may also reserve the right to establish security interests in any real property purchased by use of the Grant.

## **11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER**

- 11.1 Transfer of all or part of the Grant including assets to a cooperating partner shall be documented through a written agreement. The agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its obligations hereunder.

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- 11.2 The agreement between the Grant Recipient and the cooperating partner shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. Furthermore, the agreement shall explicitly state that:
- a) both the Grant Recipient, MFA and the Norwegian Auditor General shall have the same access to undertake the control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions,
  - b) the Grant Recipient shall be entitled to claim repayment of the Grant from the cooperating partner in the same instances and to the same extent that MFA is entitled to claim repayment from the Grant Recipient, and the cooperating partner shall accept that MFA has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
  - c) the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 24 of the General Conditions in relation to any disputes arising between the cooperating partner and MFA.
- 11.3 The Grant Recipient shall assure itself that the cooperating partner has the necessary competence and internal procedures to meet the requirements of the Agreement and shall follow-up the cooperating partner's compliance with the Agreement throughout the Support Period.
- 11.4 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 MFA.
- 11.5 The Grant Recipient shall remain fully responsible towards MFA for any part of the Grant including assets that has been transferred to a cooperating partner.

## **12 CHANGES TO THE PROJECT OR THE GRANT RECIPIENT**

- 12.1 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to MFA's prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation.
- 12.2 The following deviations/changes shall always be subject to MFA's prior written approval:
- a) any changes to the Project's sources of income,
  - b) any changes to the results framework or scope of the Project,
  - c) changes to the implementation plan which implies a delay of more than three months of any activity,
  - d) changes to the Project's budget that imply reallocation of more than 10% of a budget line.
- 12.3 MFA may suspend disbursements of the Grant until such changes have been approved.

## **13 EXTENSION OF THE SUPPORT PERIOD**

- 13.1 The Support Period of the Project is set out in the Specific Conditions. The Grant Recipient must, without delay, inform MFA of any circumstances likely to hamper or delay the implementation of the Project.
- 13.2 The Grant Recipient may request an extension of the Support Period if this is necessary to complete all planned activities. The request must state the reasons for the delay and supporting documentation must be enclosed. MFA shall approve or decline the request in writing.

## **14 TRANSPARENCY**

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14.1 The Grant Recipient shall publish the following in a dedicated and easily accessible place of its internet site:

- a) a copy of this Agreement and any addendum;
- b) the title and value of any contracts, cooperation agreements and/or other sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are financed by the Grant;
- c) the names and nationalities of the respective agreement parties and, if relevant, any sub-grantees or contractors in receipt of Project funds;

Any deviations from article 14 shall be agreed by the Parties in writing, i.a. in the Specific Conditions.

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

14.3 The Grant Recipient 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 confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests.

## **15 FINANCIAL IRREGULARITIES**

15.1 The Grant Recipient 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 beneficiaries of the Grant.

15.2 "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 which is not in accordance with the implementation plan and budget.

15.3 In order to fulfil the zero tolerance requirement, the Grant Recipient shall:

- a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
- b) do its utmost to prevent and stop 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.

15.4 The Grant Recipient shall inform MFA immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide MFA with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate.

15.5 The matter will be handled by MFA in accordance with MFA's guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with MFA's investigation and follow-up. If requested by MFA, the Grant Recipient shall initiate prosecution and/or apply other sanctions against persons or entities suspected of financial irregularities.

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- 15.6 MFA may claim repayment of all or parts of the Grant in accordance with article 17 of the General Conditions if it finds that any financial irregularities have taken place in or related to the Project. The repayment claim may also include any interest, investment income or any other financial gain obtained as a result of the financial irregularity.

## **16 CONFLICT OF INTEREST**

- 16.1 The Grant Recipient shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 16.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Grant Recipient 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.
- 16.3 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.
- 16.4 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.

## **17 BREACH OF THE AGREEMENT**

- 17.1 If the Grant Recipient fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities, MFA may suspend disbursement of all or part of the Grant.
- 17.2 In the event of material breach of the Agreement, MFA may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant.
- 17.3 Material breach of the Agreement shall include, without limitation, the following situations:
- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
  - b) the Grant Recipient has made false or incomplete statements to obtain the Grant,
  - c) the use of the Grant has not been satisfactorily accounted for,
  - d) the Grant Recipient has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
  - e) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
  - f) the Grant Recipient has failed to inform MFA of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
  - g) the Grant Recipient has changed legal personality without prior notification to MFA,
  - h) the Grant Recipient is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.
- 17.4 The Grant Recipient shall inform MFA immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide MFA with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

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17.5 MFA may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between MFA and the Grant Recipient has been established.

## **18 TERMINATION OF THE AGREEMENT**

18.1 Each of the Parties may terminate the Agreement upon a written notice.

18.2 The Support Period shall end three months after the date of the notice of termination. During these three months, the Grant Recipient may only use the Grant to cover commitments that have been established before the date of the notice of termination.

18.3 If the Project cannot continue without the Grant, the Grant Recipient shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner. Any funds that remain unused at the end of the Support Period shall be repaid to MFA.

18.4 The Grant Recipient shall submit a final report to MFA within three months of the end of the Support Period. The final report shall meet the requirements set out in article 4 of the General Conditions and shall also include a financial report and audit report covering the period from the previous financial report until the end of the Support Period.

18.5 The Agreement will be considered terminated when the final report has been approved by MFA and any remaining funds have been repaid.

## **19 WAIVER AND IMMUNITIES**

19.1 Nothing in the Agreement or any document related to the Agreement shall imply a waiver, express or implied, by MFA, the Government of Norway or any of its officials of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising thereof. This article 19 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 24 of the General Conditions.

## **20 LIABILITY**

20.1 MFA shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Grant Recipient or its agencies, staff or property as a direct or indirect consequence of the Project or services provided thereunder. MFA will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

20.2 The Grant Recipient 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 Grant Recipient shall indemnify MFA against any claim or action from the Grant Recipient's staff or third parties in relation to the Project.

## **21 ASSIGNMENT**

21.1 The Agreement and/or the Grant may not be assigned to a third party without the prior written consent of MFA. This shall not, however, prevent transfer of parts of the Grant to a cooperating partner in accordance with article 11 of the General Conditions.

## **22 RECOGNITION AND PUBLICATION**



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- 22.1 The Grant Recipient shall acknowledge MFA's support to the Project in all publications and other materials issued in relation to the Project. MFA's logotype will be provided by MFA upon request. All use of MFA's logotype must be approved by MFA.

### **23 ENTRY INTO FORCE, DURATION AND AMENDMENT**

- 23.1 The Agreement shall enter into force at 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 the provisions of the General Conditions. Whether the obligations of the Agreement shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by MFA in a completion letter.
- 23.2 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.
- 23.3 Termination or expiry of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination or expiry.

### **24 CHOICE OF LAW AND SETTLEMENT OF DISPUTES**

- 24.1 The Agreement shall be governed and construed in accordance with Norwegian law.
- 24.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.
- 24.3 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.
- 24.4 The Grant Recipient accepts that MFA can, 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.
- 24.5 The Parties agree that no other courts of law, than as set out in this article 24, shall have jurisdiction over disputes arising out of or in connection with this Agreement.