

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

GRANT AGREEMENT

201900050-1

A

VAM

BETWEEN

822.1 TAN-3174

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

LEGAL AND HUMAN RIGHTS CENTRE (LHRC)

REGARDING

TAN-18/0010, CORE SUPPORT TO THE LEGAL AND HUMAN
RIGHTS CENTRE (LHRC) 2019 - 2021

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS




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

TABLE OF CONTENTS

1	SCOPE AND BACKGROUND.....	3
2	OBJECTIVES	3
3	IMPLEMENTATION	4
4	THE GRANT	4
5	DISBURSEMENT	4
6	REPORTING AND OTHER DOCUMENTATION.....	5
7	AUDIT.....	6
8	FORMAL MEETINGS	6
9	REVIEWS AND OTHER FOLLOW-UP MEASURES	6
10	PROCUREMENT	6
11	REPAYMENT OF INTEREST AND UNUSED FUNDS.....	7
12	SPECIAL PROVISIONS	7
13	NOTICES	7
14	SIGNATURES	8




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

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 Royal Norwegian Embassy in Dar Es Salaam (the Embassy), and
- (2) Legal and Human Rights Centre (LHRC), registered as a private non-governmental, non-partisan and, not for profit making Organization and incorporated under the Companies Act Cap.212, R.E. 2002 as company without shares limited by guarantee, duly established in Tanzania under registration number 28508 (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 05th December 2018 regarding financial support to its operations (Core Activities), as described in Operational Plan 2019-2021, encapsulated in the Strategic Plan 2019-2024 (the Strategy Document).
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Core Activities (the Grant) during the period from January, 2019 to December, 2021 (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.
- 1.4 Any reference to "Project" in the General Conditions shall be understood as a reference to the Core Activities. Any reference to the "Project Document" shall be understood as a reference to the Strategy Document.

2 OBJECTIVES

- 2.1 The planned effect of the Core Activities on society is just and equitable society by 2024, following realization of the goal of on improvement of the state of human rights in Tanzania (Impact).
- 2.2 The planned effects for the target group of the Core Activities are (Outcomes):
 1. Increased understanding and respect for Human Rights;
 2. Improved Good Governance, Rule of Law, Civic Space, Democracy, Constitutional and Legal Reforms
 3. Improved social economic and environmental compliance, accountability and justice
 4. Improved legal and policy frameworks governing specific rights for children, women and people living with disabilities.
 5. Improved effectiveness of LHRC in delivering its mandate

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

- 2.3 The Results Framework is included as Annex B to this Agreement.
- 2.4 The Grant Recipient shall submit a revised Results Framework, including base line indicators, within 1st August 2019 for MFA approval.

3 IMPLEMENTATION

- 3.1 The Core Activities shall be implemented in accordance with the Agreement, including all annexes, and the Strategy Document, including implementation plan and budget.
- 3.2 During the implementation of the Core Activities, 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 Core Activities, including the risk of corruption and other financial irregularities, any potential negative effects on the environment, climate, gender equality or human rights.
- 3.4 The Grant Recipient shall identify and seek to reinforce positive effects of the Core Activities with respect to environment, climate, gender equality, human rights and the fight against corruption.

4 THE GRANT

- 4.1 The Grant shall amount to NOK 18 300 000/= (Norwegian Kroner Eighteen million and three hundred thousand only). The Grant is given as a lump sum based on the budget presented as Annex A to this Agreement.
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.
- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Core Activities during the Support Period.
- 4.4 The Grant Recipient is responsible for obtaining any additional resources that may be required to duly implement the Core Activities.

5 DISBURSEMENT

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Grant Recipient 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
- 5.2 The first disbursement in 2019 will be made upon signing of the Agreement and submission of a disbursement request. The second disbursement in 2019 will be made upon approval of a revised Results Framework as mentioned in Clause 2.4 above.




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

5.3 The disbursement requests shall be signed by the Executive Director of the Grant Recipient. The disbursement request shall include a confirmation that the Core Activities are being implemented in accordance with the Agreement and without any major deviations from the Strategy Document. The financial need shall be documented through updated financial statements for the Core Activities.

5.4 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements in 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.

5.4 The tentative distribution of the grant shall be as follows
2019 NOK 6.3 million
2020 NOK 6 million
2021 NOK 6 million

5.5 All disbursements will be made to the following bank account

Name of the account:	LEGAL AND HUMAN RIGHTS CENTRE
Account no.:	02J1019907100
IBAN no.:	02J1019907100
Name and address of the bank:	CRDB Bank Plc
Swift/BIC code:	CORUTZTZ
Currency of the account:	USD

5.6 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 and the exchange rate applied.

6 REPORTING AND OTHER DOCUMENTATION

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

- a) A **report** covering the period from January to December shall be submitted to MFA by 15 March each year. The Grant Recipient's annual report or other general reporting is sufficient given that the content requirements set out below are met.

The report shall include both a narrative part and financial statements covering the Core Activities. The narrative part shall include the content specified in article 2 clause 2 of the General Conditions, whereas the financial statements shall include the content specified in article 3 clause 2 of the General Conditions.

- b) The **audit report** covering the annual financial statements of the Grant Recipient shall be submitted to MFA by 15 April each year. If the auditor submits a management letter, this shall be submitted along with the audit report. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions, except clause 6.

- c) An updated **implementation plan and budget** covering the period from January to December shall be submitted to MFA by October each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions




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

- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.
- 6.3 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 Grant Recipient shall be audited in accordance with International Standards of Auditing (ISA).
- 7.2 Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.3 The Grant Recipient is responsible for submitting the audit report to MFA within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings twice per year, tentatively in April and November in order to discuss i.a. the results achieved during the Support Period. The meetings may be held jointly with other donors. 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 statement, as well as the implementation plan and budget for the upcoming period. In the event that such reports have not been received at least three 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 all participants to the meeting.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 A mid-term review focusing on progress to date shall be carried out by August 2021. The Grant Recipient shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the budget. The review may be carried out jointly with other donors.
- 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 made in connection with the Core Activities shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.




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

- 10.2 The Grant Recipient shall present an annual procurement plan together with the implementation plan and budget mentioned in Clause 6.1.b above.

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 If the Grant Recipient does not complete the Core Activities as planned, or if the Core Activities are significantly scaled down compared to the initial budget, MFA may claim repayment of all or parts of the Grant.

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

Name of the account:	Royal Norwegian Embassy Dar es Salaam
Account no.:	7694 05 13487
IBAN no.:	NO94 7694 0513 487
Name and address of the bank:	DnB ASA, 0021 Oslo, Norway
Swift/BIC code:	DNBANOKK

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

12 SPECIAL PROVISIONS

- 12.1 The following provisions of the General Conditions are not applicable under this Agreement:

- a) Article 5 clause 4, 6 and 8
- b) Article 7 clause 2
- c) Article 9 clause 5
- d) Article 10 in its entirety
- e) Article 12 clause 2
- f) Article 13 in its entirety

- 12.2 General Conditions article 14 shall be replaced with the following: "The Grant Recipient shall make project documentation available to anyone upon request unless disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests. "Project documentation" shall include this Agreement and any contracts, cooperation agreement or other sub-agreements financed by the Grant, the Application and all agreed reports. The Grant Recipient shall publish the Strategic Plan, the Annual Reports and the Audited Financial Statements on their webpage.

13 NOTICES

- 13.1 All communication to MFA concerning the Agreement shall be directed to the Embassy at the following e-mail address: emb.daressalaam@mfa.no.
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to the Executive Director at the following address/e-mail address: ahenga@humanrights.or.tz
- 13.1 MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.



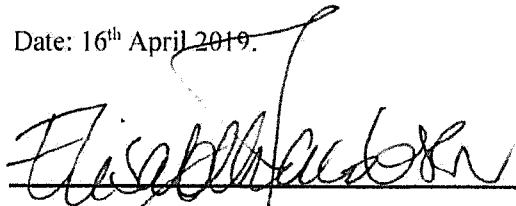

Template:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime II	Date:	01.03.2016

14 SIGNATURES

- 14.1 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.
- 14.2 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: Dar es Salaam

Date: 16th April 2019.

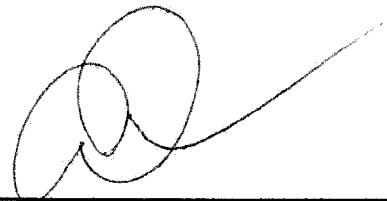


For the Norwegian Ministry of Foreign Affairs,

Elisabeth Jacobsen

Ambassador

Royal Norwegian Embassy

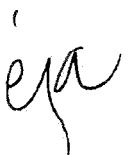


for Legal and Human Rights Center (LHRC)

Anna Aloys Henga (Advocate)

Executive Director

Legal and Human Rights Centre

LHRC OPERATIONAL PLAN BUDGET 2019 - 2020

	BOT average rate as at 30.08.2018 @2275									
	2019		2020		2021		2021		2019-2021 TOTALS	
	TZS	USD	TZS	USD	TZS	USD	TZS	USD	TZS	USD
STRATEGIC OBJECTIVE 1: PUBLIC EMPOWERMENT THROUGH KNOWLEDGE AND AWARENESS										
Outcome 1.1: Increased public awareness on human rights through integrated communications.	104 692 500	46 019	84 987 875	37 357	87 537 511	38 478	277 217 886	121 854		
Outcome 1.2: Youth are knowledgeable, motivated and confident on human rights issues	55 920 000	24 580	39 551 550	17 385	57 001 694	25 056	152 473 244	67 021		
Outcome 1.3: Strengthened work of paralegals and human rights monitors for community mobilization at the grassroots	339 728 400	149 331	219 930	96 425	144 539 205	63 534	339 728 400	149 331		
SUB TOTAL Activities cost SO1	500 340 900	219 930	143 705 362	63 167	148 036 316	65 062	769 419 530	338 206		
Staff Costs SO1	644 046 062	283 087	527 867 378	232 030	296 996 011	130 548	1 472 228 808	651 529		
S01 TOTALS										
STRATEGIC OBJECTIVE 2: IMPROVED LEGAL AND CONSTITUTIONAL REFORM, CIVIC SPACE AND RULE OF LAW										
Outcome 2.1: Increased advocacy for improved legal frameworks, policies and practices to be human rights sensitive	186 700 000	82 066	181 701 000	79 869	191 488 433	84 171	559 889 433	246 105		
Outcome 2.2: Increased access to justice for indigent persons through legal knowledge, advice and support or litigation	1 017 892 600	447 425	878 351 878	386 089	746 353 238	328 067	2 642 597 716	1 161 581		
Outcome 2.3: Research information available on legal and human rights issues for evidence-based advocacy	691 846 555	304 108	712 601 952	313 232	733 980 011	322 629	2 138 428 518	939 969		
SUB TOTAL Activities cost SO2	1 709 735 155	751 534	1 590 953 830	699 320	1 480 333 249	650 696	4 761 026 234	2 101 550		
Staff Costs SO2										
S02 TOTAL										
STRATEGIC OBJECTIVE 3: IMPROVED SOCIO-ECONOMIC AND ENVIRONMENTAL JUSTICE										
Outcome 3.1: Enhanced implementation and enforcement of laws and regulations that protect social, economic and environmental rights	123 322 600	54 151	16 100 000	7 077	74 048 000	32 549	213 341 200	93 776		
Outcome 3.2: Enhanced corporate compliance and accountability	453 003 564	199 122	592 135 756	259 642	534 524 815	234 956	1 322 510 368	581 499		
SUB TOTAL Activities cost SO3	576 196 164	253 273	608 235 756	266 719	608 573 415	267 505	1 536 251 568	675 275		
Staff Costs SO3	285 041 247	125 293	293 592 485	129 052	302 400 259	132 923	881 033 992	387 268		
S03 TOTAL	861 237 411	378 566	1 054 551 825	1 054 551 825	1 054 551 825	1 054 551 825	2 417 285 560	1 062 543		
STRATEGIC OBJECTIVE 4: TO IMPROVED LEGAL AND POLICY FRAMEWORK GOVERNING SPECIFIC RIGHTS OF WOMEN, CHILDREN AND PERSONS WITH DISABILITY										
Outcome 4.1: Increased legal empowerment for social accountability on rights of women, children and persons with disability	113 640 000	49 952	70 390 200	30 941	120 560 676	52 994	304 590 876	133 885		
Outcome 4.2: Advocacy for reform of discriminatory laws, policies and harmful practices against women, children and PWDs, and supported	70 702 016	31 078	64 756 076	28 464	66 698 759	29 318	202 156 851	88 860		
SUB TOTAL Activities cost SO4	184 342 016	81 029	135 146 276	59 405	187 259 435	82 312	506 747 727	222 746		
Staff Costs SO4	220 641 803	96 985	227 761 057	99 895	234 078 889	102 892	681 981 750	299 772		
S04 TOTALS	404 983 819	178 015	362 407 334	159 300	421 338 324	185 204	1 188 729 477	523 518		
STRATEGIC OBJECTIVE 5: TO IMPROVE THE EFFECTIVENESS OF LHRC IN DELIVERING ITS MANDATE										
Outcome 5.1: Improved LHRC governance.	125 689 000	55 248	129 459 670	56 905	133 343 460	58 613	388 492 130	170 766		
Outcome 5.2: Improved Human resource management capacity.	427 650 000	187 978	409 718 460	179 582	427 388 398	189 783	1 263 762 775	555 500		
Outcome 5.3: Enhanced sustainable resource mobilization and utilization strategy	145 010 120	63 747	113 976 146	51 284	121 938 985	52 971	383 468 115	168 557		
Outcome 5.4: Improved Financial Management Systems.	80 500 000	35 385	62 315 000	27 391	64 184 450	28 213	206 999 450	90 989		
Outcome 5.5: Enhanced ICT capacity, infrastructure, application and integration	471 952 025	207 451	426 701 700	187 361	389 377 365	171 155	1 288 031 090	566 168		
Outcome 5.6: Improved risk management and security	82 200 000	36 132	47 179 800	20 425	37 392 705	16 437	166 060 431	72 994		
Outcome 5.7: Improved M&E system and capacity.	97 375 000	42 798	47 115 650	20 990	39 452 550	17 404	174 053 123	76 507		
Outcome 5.8: Purchase and well maintained vehicles for efficient delivery of LHRC mandate	251 055 003	110 354	382 778 903	168 254	1 606 404 572	707 999	4 905 343 849	2 156 135		
SUB-TOTAL SO5	1 681 481 148	739 092	1 495 053 079	657 804	1 409 567 252	619 590	4 106 731 471	1 805 157		
Staff Costs SO5	1 328 652 325	584 023	1 368 511 895	601 544	1 409 567 252	619 590	4 106 731 471	1 805 157		
S05 TOTALS	3 010 083 473	1 323 115	2 863 564 973	1 259 347	3 015 971 774	1 326 989	9 012 075 921	3 961 352		
GRAND TOTALS SO1 - SO5	6 630 089 921	2 914 327	6 630 090 922	6 630 090 922	6 630 090 922	6 630 090 922	18 612 714 405	8 181 413		
GRAND TOTAL										
LHRC FUNDING PLAN FOR 2019 - 2021										
PARTNER										
Embassy of Sweden (Swe)	3 003 625 625	1 320 275	3 003 624 488	1 320 275	3 003 624 488	1 320 275	9 012 874 600	3 960 824		
Royal Norwegian Embassy	1 524 250 000	670 000	1 524 250 000	670 000	1 524 250 000	670 000	4 572 750 000	2 010 000		
Ford Foundations	1 351 465 208	594 051	712 686 662	313 269	712 686 662	313 269	2 776 848 898	1 220 590		
Irish Embassy (Only 2019 but there is possibility of continuation in core funding)	750 730 000	330 000	750 730 000	330 000	750 730 000	330 000	2 252 250 000	990 000		

epa