

Agreement Template: Specific Conditions (part I)	Non-Governmental Organisations	Revision no.:	4
	Grant Management Regime II	Date:	June 2022

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

NAFASI ART SPACE


REGARDING

TAN-22/0002, CORE SUPPORT TO STRATEGIC PLAN 2021-2026

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS


PART III: PROCUREMENT PROVISIONS

RC 

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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 Royal Norwegian Embassy in Dar es Salaam (the Embassy), and
- (2) Nafasi Art Space, a non-governmental organization duly established in the United Republic of Tanzania under registration number NGO/00003977 (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 06.09.2022 regarding financial support to its operations (Core Activities), as described in Strategic Plan 2021-2026 dated January 2021 (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 01/04/2022 to 31/12/2024 (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.
- 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 expected effect(s) of the Core Activities on society is/are
 - Strengthened artistic rights in Tanzania (Impact).
- 2.2 The expected effects for the target group of the Core Activities are
 1. Strengthened professionalism in the Tanzanian art sector
 2. Increased appreciation and recognition of Tanzanian artistic expressions (Outcome).
- 2.3 The Strategy Document includes more information on expected results.

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3 IMPLEMENTATION

- 3.1 The Core Activities shall be implemented in accordance with the Agreement, including all annexes, and the Strategy Document, including work 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 continuously identify, assess and mitigate any relevant risks associated with the implementation of the Core Activities. The risk of potential negative effects of the Core Activities in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Core Activities:
- anti-corruption,
 - climate and environment,
 - women's rights and gender equality, and
 - human rights (with a particular focus on participation, accountability and non-discrimination).
- 3.4 Any significant deviations or changes from the Strategy Document, work plan and budget must be submitted to MFA for information. MFA may suspend the disbursement until the changes have been assessed and approved for support.

4 THE GRANT

- 4.1 The Grant shall amount to NOK 4 500 000 (Norwegian Kroner Four Million Five Hundred Thousand). The Grant is given as a fixed amount based on the budget in the Strategy Document.
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's appropriations may lead to a reduction of the Grant for the relevant budget year and/or of the total Grant amount. If the Grant amount is reduced the Grant Recipient must revise the work plan, budget and results framework correspondingly, unless the Grant Recipient secures additional funding from other sources.
- 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 which 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 first disbursement may be made upon signature of the Agreement. The subsequent disbursements shall be made upon MFA's receipt of written disbursement requests from the Grant Recipient.

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- 5.2 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Core Activities are being implemented in accordance with the Agreement and without any major deviations from the Strategy Document shall be included in the disbursement request. The financial need shall be documented through updated financial statements for the Core Activities.
- 5.3 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 18 of the General Conditions if it finds that the requirements of the Agreement have not been met.
- 5.4 All disbursements will be made to the following bank account:
- Name of the account: Nafasi Art Space
Account no.: 23910000770
IBAN no.:
Name and address of the bank: NMB Plc,
Ohio St/Ali Hassan Mwinyi Road, PO
BOX 9213, Dar es Salaam
Swift/BIC code: NMIBTZTZ
Currency of the account: USD
- 5.5 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 28 February 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 31 March each year. 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 5.5. If the auditor submits a management letter (matters for governance attention), this shall be attached to the audit report. The management letter shall list any measures that have been taken as a result of previous audits and state whether such results have been adequate to deal with reported shortcomings.
- c) An updated **work plan and budget** covering the period from January to December shall be submitted to MFA by 30 November each year. The work plan and budget shall include the content listed in article 1 of the General Conditions.

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

7 AUDIT

7.1 The annual financial statements of the Grant Recipient shall be audited in accordance with International Standards of Auditing (ISA). Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.

8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings once per year, tentatively in May 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 The Grant Recipient shall submit a draft agenda to MFA no later than two weeks before the meeting. Unless otherwise agreed, the Parties shall discuss, such as but not limited to, the latest progress report and financial report, and/or work plan and budget for the upcoming period.

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 endorsed by all participants to the meeting.

8.4 The Parties shall hold additional formal meetings if/when requested by MFA. Details regarding agenda and procedures will be agreed upon by the Parties.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

9.1 A review focusing on results achieved shall be carried out by October 2024. The Grant Recipient shall draft the terms of reference for the review and submit them to MFA 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 To present an updated results framework with baseline values and targets by 31 December 2022. Any costs related to this shall be included in the budget.

9.3 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.

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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 including any pro rata share of accrued interest and/or other financial gain accrued on the Grant.

11.2 Repayments shall be made to the following bank account:

Name of the account: Royal Norwegian Embassy

Account no.: 7694.05.13487

IBAN no.: 9476940513487

Name and address of the bank: DNB, Postboks 1600 Sentrum, 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(s) and agreement title(s).

12 SPECIAL PROVISIONS

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

- a) Article 5 clause 8 to 10
- b) Article 7 clause 2
- c) Article 9 clause 6
- d) Article 10 in its entirety
- e) Article 13 in its entirety.

13 NOTICES

13.1 All communication to MFA concerning the Agreement shall be directed to the Embassy at the following address/e-mail address: P.O. Box 2646, Dar es Salaam, Tanzania/emb.daressalaam@mfa.no.

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Finance Manager at the following address/e-mail address: peter@nafasiartspace.org.

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

14 SIGNATURES

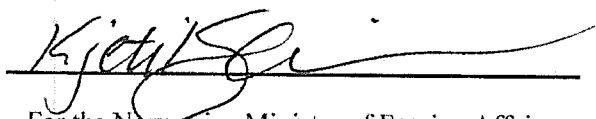
14.1 By signing part I of the Agreement, the Parties also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

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14.2 This Agreement in the English language has been signed by both Parties. 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: 23.09.2022

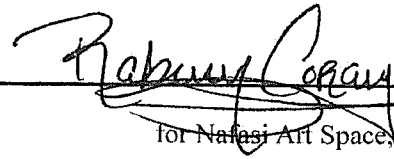


For the Norwegian Ministry of Foreign Affairs,

Kjetil Schie

Head of Cooperation

The Royal Norwegian Embassy in Dar es Salaam



for Nafasi Art Space,

Rebecca Corey

Managing Director

Nafasi Art Space