

Template:	Norwegian NGOs	Revision no.:	3
Specific Conditions (part I)	Grant Management Regime I	Date:	21.10.2019

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

NORWEGIAN CHURCH AID

REGARDING

TAN-18/0013 Leveraging Faith for Peace and Youth Economic
Empowerment

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 Royal Norwegian Embassy in Dar Es Salaam (the Embassy) and
- (2) Norwegian Church Aid, a non-governmental organization (NGO) registered in Tanzania on April 13, 2006 under registration number OONGO/OO25 (the Grant Recipient),

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted a project document to MFA dated 27.02.2020 (the Application) regarding financial support to the project titled 'Leveraging Faith for Peace and Youth Economic Empowerment' (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 April 2020 to December 2022 (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 expected effect on society is youth and faith actors empowered to promote social cohesion and peace. (Impact).

The expected effects (outcomes) for the target group of the Project are:

Outcome 1: Inclusive structures to build social cohesion and peace are strengthened.

Outcome 2: Income and employment opportunities for youth and women in a changing climate are improved.

Outcome 3. Youth are organized and actively engaged to promote social cohesion and peace.

Outcome 4. Rights holders and duty bearers are empowered to participate in national and regional arenas for peace building.

The planned main products or services (outputs) of the Project are:

Output 1:

- i. Establishing the Pemba Interfaith Center

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- ii. Enhancing coordination and linkages between interfaith structures and other multi-actor stakeholders
- iii. Strengthening inclusive platforms to build social cohesion and peace

Output 2:

- i. Mobilizing youth and women for agricultural value chains and markets
- ii. Enhancing knowledge of youth on climate smart agricultural production

Output 3:

- i. Public spaces are used by youth to express positive ideas/views on peace building and social cohesion
- ii. Youth knowledge is enhanced to promote social cohesion and peace

Output 4:

- i. Youth ambassadors engaged to advocate for peace in multi-stakeholder forums
- ii. Duty bearers are educated and influenced to respond to early warning signs of violence

The intended target group is young men and women, as well as religious leaders, on Zanzibar. Main partners will be the Evangelical Lutheran Church in Tanzania Eastern and Coastal Diocese (ELCT ECD; Tanzania Episcopal Conference (TEC) - Bishops office in Zanzibar; World Vegetable Centre as well as UNDP and UNICEF (these two UN agencies will not be grant recipients).

- 2.2 The full results framework is included as Annex B to this Agreement. A revised results framework including baseline shall be submitted within June 2020.

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 continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of potential negative effects of the Project in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Project:
 - 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 The Grant Recipient shall immediately inform MFA of any circumstances likely to hamper or delay the successful implementation of the Project.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 6 000 000 (Norwegian Kroner six million only).
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's annual allocation to the relevant budget line may lead to a reduction in annual Grant allocations and/or in the total Grant amount. The annual Grant allocations must be confirmed by MFA following the Parliament's approval of the

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state budget for the relevant budget year. If the Grant amount is reduced the Grant Recipient must revise the implementation plan, budget and results framework correspondingly.

- 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 7% of the incurred direct 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.

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 The second disbursement is conditional on submission of a revised results framework with baseline.
- 5.3 Financial need refers to the budgeted expenditure for the upcoming period, minus any funds available to the Project from all other sources during the same period.
- 5.4 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.
- 5.5 The disbursement requests shall be signed by the chief financial officer of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.6 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 Project's first year, the second disbursement each year is subject to the MFA's receipt and approval of the progress report and financial report.
- 5.7 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: Norwegian Church Aid
Account no.: 8702060383200
IBAN no.:
Name and address of the bank: Standard Chartered Bank LTD,
Shoppers Plaza, P.O. BOX 9011, Dar es Salaam
Swift/BIC code: SCBLTZTX
Currency of the account: USD

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- 5.8 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

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

- a) A **progress report** covering the period from January to December shall be submitted to MFA by 30 March each year. The progress report shall include the content specified in article 2 of the General Conditions. MFA's standard reporting format shall be used.
- b) A **financial report** covering the period from January to December shall be submitted to MFA by 30 March each year. 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 6.1 f) of the Specific Conditions.
- c) An **audit report** covering the annual financial statements of the Project shall be submitted to MFA by 30 April 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. The management letter (matters for governance attention) shall be attached to the audit report.
- d) An updated **implementation plan and budget** covering the period from January to December shall be submitted to MFA by end of October each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- e) The **annual report and audit report** of the Grant Recipient shall be submitted to MFA by 31 May each year. If the auditor in addition submits a management letter (matters for governance attention) this shall be attached to the audit report.
- f) A **final report** for the Support Period shall be submitted to MFA no later than four 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.

- 6.2 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 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.

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- 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.

8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings once per year, tentatively in November 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.
- 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 An end-term review focusing on relevance, sustainability and results achieved by the Project shall be carried out by September 2022. MFA shall draft the terms of reference for the review and submit them to the other Party for comments. The costs of the review shall be included in the Project budget.
- 9.2 The Embassy will conduct field visits to the project, tentatively once a year.
- 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 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 NOK 500 or more shall in its entirety 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.

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11.3 Repayments shall be made to the following bank account:

Name of the account: Royal Norwegian Embassy (Incoming account)
Name of the bank: DNB ASA
Account no.: 7694.05.13487
IBAN no.: NO94769440513487
Name and address of the bank: 0021 Oslo, Norway
Swift/BIC code: DNBANOKKXXX
Type of the account: NOK

11.4 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(s) and agreement title(s).

12 SPECIAL PROVISIONS

- a) NCA shall communicate to RNE their legal status immediately after they receive any feedback from the NGO Registrar.
- b) NCA shall produce a detailed six-month budget to which the first disbursement will be made.
- c) NCA will revise the Results Framework to include baseline values and corresponding indicator values.
- d) NCA shall implement number (c) above before requesting for second disbursement.

13 NOTICES

- 13.1 All communication to MFA concerning the Agreement shall be directed to the Royal Norwegian Embassy in Dar es Salaam 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 NCA Tanzania at the following e-mail address: ncatz@nca.no
- 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.
- 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.

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Place: Dar Es Salaam/Oslo

Date: 28m 27/4-2020

Oslo 17/04-2020

Elisabeth Jacobsen

Odd Evjen

for the Norwegian Ministry of Foreign Affairs,

For Norwegian Church Aid,

Elisabeth Jacobsen

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Ambassador

Head of East Africa Division

Royal Norwegian Embassy, Dar Es Salaam

Norwegian Church Aid, Oslo

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Attachments:

Annex A: Approved budget for the Project.

Annex B: Results framework.

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