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Specific Conditions (part I)	Grant Management Regime II	Date:	26.10.2020

## GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE CONSORTIUM SCANTEAM/CMI

REGARDING

AGO 17/0009

ENHANCING THE RESEARCH ENVIRONMENT IN ANGOLA  
THROUGH CAPACITY DEVELOPMENT 2019-2024

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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 agreement has been entered into between:

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Royal Norwegian Embassy in Luanda (the Embassy), and
- (2) The Consortium Scanteam/CMI a consortium between two institutions duly established in Norway ("the Grant Recipient"),

jointly referred to as the Parties.

### 1. SCOPE AND BACKGROUND

- 1.1. In accordance with the priorities in the Angolan Government Strategy "Angola 2025", the Embassy has decided to continue its support to research in Angola. The Grant Recipient has submitted a programme document to MFA dated August 17, 2020 (the Application) regarding financial support to the programme titled Support to research in Angola 2019-2024 AGO 2542, AGO 17/0009 (the Programme). The estimated costs of the Programme 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 Programme (the Grant). The Parties expect the Programme to be implemented during the period from October, 2020 to October, 2024 (the Support Period)
- 1.3. On 27.09.2019 the Parties entered into a Consultancy Assignment Agreement regarding Support to Research in Angola 2019-2024. This Agreement forms an integral part of the Consultancy Assignment Agreement. In the event of discrepancies between the Consultancy Assignment Agreement and this Agreement, this Agreement shall prevail. 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 PROGRAMME

2.1. The expected results of the Programme are as follows:


The Programme's planned effect on society is improved research-based knowledge among Angolans (Impact).

The expected Programme outcome is that researchers have the skills and the competence to conduct high-quality research and research institutions have systems in place to facilitate research.

2.2. The planned outputs of the Programme are outlined in the Programme Document.

2.3. The intended target group are the following Angolan research institutions:

- (1) Universidade Católica de Angola (UCAN), with the following sub-units:
- Centro de Estudos e Investigação Científica (CEIC)

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- Centro de Estudos Africanos (CEA)
- Laboratório de Ciências Sociais e Humanidades (LAB)
- 
- (2) Instituto Superior Politécnico Jean Piaget, with the sub-unit:  
- Centro de Estudos e Pesquisa (CEsP)
- (3) Universidade Nacional Agostinho Neto (UAN), specifically Faculdade de Economia (FECUAN), with the sub-unit:  
- Centro de Investigação Social e Económica (CISE)

2.4. During the implementation, the Grant Recipient will explore the potential for further collaboration with the following institutions:

- Instituto Superior Politécnico Lusíada de Benguela (ISPLB)
- Faculdade de Economia, and Faculdade de Direito (at Universidade Katyavala Bwila, in Benguela).
- Relevant institutions conducting research in the field of foreign policy.

2.5. Some projects may be carried out in collaboration with other institutions as described in the Programme Document.

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

### 3. IMPLEMENTATION OF THE PROGRAMME

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

3.2. During the implementation of the Programme, 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 Programme, including the risk of corruption and other financial irregularities, and any potential negative effects that the Programme may have on the environment and climate, gender equality and human rights. These issues shall always be included in the risk management of the Programme.

3.4. The Grant Recipient shall immediately inform MFA of any circumstances likely to hamper or delay the successful implementation of the Programme.

3.5. The Grant Recipient shall acknowledge MFA's support in any communications or publications relating to the Programme.

3.6. If the Grant Recipient is to transfer all or part of the Grant to a cooperating partner, the Grant Recipient shall enter into a written agreement with the partner. In such agreements the Grant Recipient shall require the partner to have administrative procedures that ensure compliance with the obligations of this Agreement, particularly with regard to reporting, audit, procurement and measures to prevent financial irregularities.

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#### 4. THE GRANT

- 4.1. The Grant shall amount to maximum NOK 37,485,600 (Norwegian Kroner thirty seven million, four hundred eighty-five thousand six hundred).
- 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 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, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Programme during the Support Period.
- 4.4. The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Programme.

#### 5. DISBURSEMENT

- 5.1. The Grant will be disbursed in advance in semi-annual instalments.
- 5.2. The first disbursement shall amount to NOK 3 600 000 (Norwegian Kroner three million and six hundred thousand), and shall be made when both parties have signed the agreement, and upon a disbursement request. The disbursement shall also cover approved Programme expenses incurred prior to the signing of this Agreement.
- 5.3. Subsequent disbursements shall be based on the financial needs of the Programme. The Grant Recipient shall submit written disbursement requests tentatively in March and October each year, documenting the need for the requested amount through a transcript of the balance sheet from the income statement. Through the reports, the Grant Recipient shall also provide confirmation that the Programme is being implemented in accordance with the Programme Document, the approved annual work plan and budget.
- 5.4. 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.
- 5.5. The final disbursement will be made upon MFA's receipt and approval of the final report and an invoice covering expenditures incurred since the previous disbursement.
- 5.6. All disbursements will be made to the following bank account:

Name of the account: Scanteam AS  
Account no.: 12546272611  
IBAN no.: NO69 1254 6272 611  
Name and address of the bank: Cultura Bank, Holbergs gate 1, 0166 Oslo, Norway  
Swift/BIC code: CULTNOK1  
Currency of the account: NOK

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## 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 of the previous calendar year shall be submitted to MFA by March each year. The progress report shall include the content specified in article 2 of the General Conditions.
- b) A **financial report** covering the period from January to December of the previous calendar year shall be submitted to MFA by 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 e) of the Specific Conditions.

- c) An **audit report** covering the annual financial statements of the Programme shall be submitted to MFA by 01 June 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 **work plan and budget** covering the period from January to December of the following year shall be submitted to MFA by 01 October each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- e) 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.

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.

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 twice per year. Annual meetings shall be held each year not later than April and a second meeting no later than November, unless otherwise agreed in writing.
- 8.2. The main purpose of the annual meeting shall be to discuss and approve the annual progress report and the annual financial report.
- 8.3. The main purpose of the second meeting shall be to discuss and approve the work plan and the budget for the following period and approve the audit report for the previous year.
- 8.4. The meetings shall be called and chaired by MFA.
- 8.5. 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.
- 8.6. 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 mid-term review focusing on progress to date shall be carried out by mid-2022. MFA 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 covered by MFA over and above the Grant.
- 9.2. An end-term review focusing on results achieved by the Programme shall be carried out by no later than six months after the completion of the program. MFA 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 covered by MFA over and above the Grant.
- 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 Programme shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.
- 10.2. If the total value of a contract exceeds NOK 100,000, the call for tenders and the draft contract shall be submitted to MFA for approval before being finalized.
- 10.3. Along with the documentation mentioned above, the Grant Recipient shall confirm in writing that the requirements agreed on in this article 10 have been fulfilled.

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## 11. REPAYMENT OF UNUSED FUNDS

- 11.1. Once all activities of the Programme have been implemented, any unused funds, including accrued interest, that total NOK 500 or more, shall be repaid as soon as possible, and at the latest six months after the end of the Support Period. The transaction shall be marked: "Unused funds, AGO 17/0009 Enhancing the Research Environment in Angola through Capacity Development 2019-2024.
- 11.2. 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.
- 11.3. Repayments shall be made to the following bank account:
- Name of the account: Royal Norwegian Embassy Luanda  
Account no.: 76940513606  
IBAN no.: N08276940513606  
Name and address of the bank: DnB ASA, 0021 Oslo, Norway  
Swift/BIC code: DNBANOKK

## 12. NOTICES

- 12.1. All communication to MFA concerning the Agreement shall be directed to the Embassy at the following e-mail address: [emb.luanda@mfa.no](mailto:emb.luanda@mfa.no).
- 12.2. All communication to the Grant Recipient concerning the Agreement shall be directed to the Consortium at the following address/e-mail address: [scanteam@scanteam.no](mailto:scanteam@scanteam.no).
- 12.3. MFA's agreement number AGO 17/009 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.

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Place: *Luanda*

*OSLO, 28.10.2020*

Date: *28.10.20*

*Kikkan Haugen*

*Arne Disch*

for the Norwegian Ministry of Foreign Affairs,

for Scanteam,

Kikkan Marshall Haugen

Arne Disch

Ambassador

Managing Partner

Royal Norwegian Embassy in Luanda

Scanteam

Attachments:

Annex A: Approved budget for the Programme

Annex B: Results framework