

11.12.2017

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2017/00603-1 822.1 MWI-2658 15/0018 Agreement

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

ACTION AID MALAWI

REGARDING

MWI-15/0018, ACTION AID MALAWI POLITICAL
EMPOWERMENT OF WOMEN

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 Lilongwe (the Embassy), and
- (2) Action Aid Malawi, an NGO duly established in 27 April, 1990 and registered in 11 April, 1992 under the Companies Act under registration number 8289 jointly referred to as the parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted a Project Document to Ministry of Foreign Affairs (MFA) dated 30th November 2017 (the Application) regarding financial support to the programme titled **ACTION AID MALAWI Political Empowerment of Women, MWI-15/0018**. 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 ACTION AID MALAWI POLITICAL EMPOWERMENT OF WOMEN, MWI-15/0018 Program (the Grant). The Parties expect the Project to be implemented during the project period from December 2017 to December 2019.
- 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(s) on society is to contribute towards improved representation of women at national and local levels through enhanced coordination of the 50/50 Campaign in Malawi.

The planned effects for the target group of the Project are:

1. Improved socio-cultural environment for women and young women membership in politics
2. Improved individual and collective capacities and agency for women in politics
3. Improved coordination and programming processes throughout the electoral cycle to promote women participation and representation (PEW)

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

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- a. Raising awareness through community campaigns for political parties and citizenry
- b. Engage gate-keepers, opinion leaders, faith leaders to advocate for elimination of discrimination against women in politics
- c. Advocacy within political parties for increased women participation
- d. Establish intra-party gender support and networking coordination
- e. Conduct He4She campaign to raised awareness and promote women aspirants
- f. Conduct theatre for transformation to promote women at community level
- g. Undertake capacity building for women aspirants, including mentorship
- h. Linking women aspirants to agencies that can sponsor women manifestos, and campaigns before, during and after elections
- i. Conduct mobile clinics with women aspirants to enhance various capacities of women aspirants in politics
- j. Establish one stop center for easy access and provision of support and information to women aspirants and candidates in politics
- k. Launch a media campaign
- l. Advocate for mandatory quota for aspirants in each political party
- m. Provide support to political parties to develop engendered policies, statutes and manifestos
- n. Conduct gender capacity building for political parties
- o. Establish a database for women aspirants at national, and local levels
- p. Establish links between young first time aspirants to veteran female politicians
- q. Conduct role modelling by featuring successful female women in politics
- r. Promote male champions, faith leaders, chiefs, other gate keepers and opinion shapers to propel women into politics
- s. Conduct stakeholder mapping
- t. Facilitate coordinating and institutional networking space, branding young politicians as ambassadors through edutainment, sports and political debates in universities and colleges
- u. Provide space for networking of women
- v. Build strong technical team to work with women and on women and politics
- w. Establish a grant making scheme for CSOs and CBOs

2.2 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.

4 THE GRANT

- 4.1 The Grant shall amount to maximum **NOK 12,500,000.00 (Twelve Million Five Hundred Thousand Norwegian Kroner)**.

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- 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 Project during the Support Period.
- 4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of MFA's pro rata share 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.

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. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.
- 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 Project's first year, the second disbursement onwards is subject to MFA's receipt and approval of the progress report and financial report.
- 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:	ACTION AID FCDA
Account no.:	9100001006999
IBAN no.:	9100001006999
Name and address of the bank:	STANDARD BANK, P.O. BOX 552 LILONGWE
Swift/BIC code:	SBICMWMX
Currency of the account:	USD- US DOLLAR

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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 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 **progress report** covering the period from January to December shall be submitted to MFA by February each year and at least two weeks before the annual meeting. 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 February each year and at least two weeks from annual meeting. 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 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 February 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 3 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) 800 ("Special considerations audits of financial statements prepared in accordance with special purpose frameworks") or ISA 805 ("Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement").

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.

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8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings once per year, tentatively in February each year in order to discuss i.e. 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 2 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.
- 8.4 The Parties shall hold 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 mid-term review focusing on progress to date shall be carried out by July each year. The Grant Recipient/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 included in the Project budget.
- 9.2 An end-term review focusing on results achieved by the Project shall be carried out by April. The Grant Recipient/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 included in the Project 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 under the Project 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 100,000.00 the call for tenders/the shortlist of suppliers/the award criteria and their weighting/the procurement record and the draft contract shall be submitted to the Embassy 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.

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 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

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months. The repayment shall include any interest which have not been used for Project purposes, and 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
Name of the account: Norwegian Ministry of Foreign Affairs
Account no.: 7694 05 12 618
IBAN no.: NO83 7694 0512 618
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 NOTICES

12.1 All communication to MFA concerning the Agreement shall be directed to the Ambassador, The Royal Norwegian Embassy, Arwa House, Private Bag B323, City Centre, Lilongwe, or email address: emb.lilongwe@mfa.no .

12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to the Executive Director, Action Aid Malawi, P.O. Box 30735, Lilongwe or grace.malera@actionaid.org or yiwemi.chavula@cssmalawi.org

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

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:

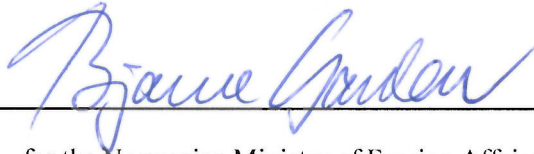
Lilongwe

Date:

11 December, 2017

Lilongwe

11/12/2017



for the Norwegian Ministry of Foreign Affairs,
Bjarne Garden



for ActionAid Malawi,

Bjarne Garden

Grace Malera

Head of Development Cooperation, Deputy Head
of Mission

Executive Director,

Embassy in Lilongwe

ActionAid Malawi

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework