

Template:	<b>Non-Norwegian NGOs</b>	Revision no.:	1
Specific Conditions (part I)	<b>Grant Management Regime I</b>	Date:	01.03.2018

## GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

PROMEDIATION

REGARDING

RAF-18/0023

“Supporting peace and stabilization in Mali, Southern Libya and the Sahel”  
2018-2020

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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 grant agreement (the Agreement) has been entered into between:

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Section for Peace and Reconciliation, and
  - (2) Promediation, a non-profit organisation regulated under French law (“loi 1901”), duly established in Paris, France, under registration number 81159029800014 (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 23 May 2018 (the Application) regarding financial support to the programme titled RAF-18/0023, “Supporting peace and stabilization in Mali, Southern Libya and the Sahel”, 2018-2020 (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 of NOK 9 520 869 (nine million five hundred and twenty thousand eight hundred and sixty-nine Norwegian Kroner) to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from February 2018 to January 2020 (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 Project’s planned effect(s) on society are to help stabilize conflict-ridden and fragile states in North Africa (Impact): Contribute to the building of a sustainable peace in Mali, and to international stabilization efforts in the Sahel, and in Southern Libya, including fostering dialogue and engaging in conflict prevention in neighboring countries.
- 2.2 Outcomes:
  - OC1: international mediation’s efforts are complemented in Mali in supporting the implementation of the peace agreement and fostering a positive environment for progress in the peace process to be achieved.
  - OC2: Stabilization and a positive environment for Malian peace process are fostered through support to dialogue initiatives and conflict prevention in Central Mali and cross-border areas.
  - OC3: International efforts in restoring peace and stability in Libya are complemented by supporting peace initiatives in Southern Libya.

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OC4: Risks of further destabilization of the Sahel are mitigated through dialogue support at different scales.

2.3 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.

3.4 The Grant Recipient shall be familiar with UN Security Council Resolution 1325 on women, peace and security (s/res/1325 (2000)), and implement the Project in a way that promotes the intentions of the resolution in the best possible way. A statement on how the intentions of this resolution have been addressed shall be included in the progress reports and final report of the Project.

### **4 THE GRANT**

4.1 The Grant shall amount to maximum NOK 9 520 869 (Norwegian Kroner nine million five hundred and twenty thousand eight hundred and sixty-nine) over a period of two years, from 2018-2020. The annual Grant shall amount to NOK 4 760 434 (Norwegian Kroner four million seven hundred and sixty thousand four hundred and thirty-four).

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 5 % 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**

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- 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 first disbursement each year is subject to MFA's receipt and approval of the progress report and financial report.
- 5.6 The final disbursement will be made upon MFA's receipt and approval of the final audit report covering expenditures incurred since the previous disbursement.
- 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: PROMEDIATION NORVEGE  
Account no.: 41020043326/74  
IBAN no.: FR76 4255 9000 0341 0200 4332 674  
Name and address of the bank: Crédit Coopératif Gare de l'Est, 102 Boulevard de Magenta,  
75010 Paris  
Swift/BIC code: CCOPFRPPXX  
Currency of the account: Euro
- 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 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 February to January shall be submitted to MFA by 15 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 February to January shall be submitted to MFA by 15 March each year. The financial report shall include the content specified in article 3 of the

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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 15 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 February to January shall be submitted to MFA by 15 March 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. 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").

The annual financial statements of the Project shall be audited in accordance with the country's national auditing standards which are equivalent to 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").

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.

## 8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings once per year, tentatively in May each year, 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. In the event that such

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reports have not been received at least two weeks before the meeting, the Parties shall agree upon a new date to hold the meeting.

- 8.3 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 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, the procurement record and the signed contract shall be submitted to MFA for information.

If the total value of a contract exceeds NOK 500 000, the procurement record and the draft contract shall be submitted to MFA for approval before being finalized.

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 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: Norwegian Ministry of Foreign Affairs  
Account no.: 7694 05 12618  
IBAN no.: NO83 7694 05 12618  
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**

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12.1 A final, narrative report shall include the following:

- a) reporting on cross-cutting issues, including human rights, women and anti-corruption;
- b) an assessment of the Project's effect on society (Impact);
- c) a description of the main lessons learned from the Project;
- d) an assessment of the sustainability of the achieved results by the Project.

### 13 NOTICES

13.1 All communication to MFA concerning the Agreement shall be directed to the Section for peace and reconciliation at the following e-mail address: [Seksjon.for.fred.og.forsoning@mfa.no](mailto:Seksjon.for.fred.og.forsoning@mfa.no)

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed at the following address/e-mail address: [anne.savey@promediation.org](mailto:anne.savey@promediation.org) and [elinor.rafaelli@promediation.org](mailto:elinor.rafaelli@promediation.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 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:

Date:

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for the Norwegian Ministry of Foreign Affairs,

Espen Lindbæk

Deputy Director

Section for peace and reconciliation

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for Promediation,

Eric Blanchot

Executive Director

Promediation

#### Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework