

Template:	Non-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

PROMEDIATION

REGARDING

RAF-20/0005, SUPPORTING PEACE AND STABILIZATION IN THE
SAHEL REGION

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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

TABLE OF CONTENTS

1	SCOPE AND BACKGROUND	3
2	OBJECTIVES OF THE PROJECT	3
3	IMPLEMENTATION OF THE PROJECT	4
4	THE GRANT	4
5	DISBURSEMENT	5
6	REPORTING AND OTHER DOCUMENTATION	5
7	AUDIT	6
8	FORMAL MEETINGS	6
9	REVIEWS AND OTHER FOLLOW-UP MEASURES.....	6
10	PROCUREMENT	6
11	REPAYMENT OF INTEREST AND UNUSED FUNDS	7
12	SPECIAL PROVISIONS	7
13	NOTICES.....	7
14	SIGNATURES.....	7

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

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 duly established in France under registration number 81159029600014 (the Grant Recipient),
- jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted a project proposal to MFA dated 27.03.2020 (the Application) regarding financial support to the project titled Supporting peace and stabilization in the Sahel region, RAF-20/0005 (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 February 2020 to January 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 to contribute to the building of a sustainable peace in Mali and to international stabilization efforts in the Sahel, including fostering dialogue and engaging in conflict prevention in neighbouring countries (Impact).

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

1. The role of the international mediation in Mali is complemented by efforts at supporting the implementation of the peace agreement and fostering a positive environment for the achievement of the peace process;
2. Stabilization in Mali and the neighbouring three borders region is fostered through support to dialogue and conflict prevention initiatives in Northern and Central Mali as well as cross-border areas with Niger and Burkina Faso;

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

3. Regional efforts at preventing the spread of violent extremism from the Sahel to the Gulf of Guinea are strengthened through provision of expertise and analysis sharing with national governments and civil society actors;

4. Risks of further destabilization in the Sahel are mitigated through dialogue support in Northern Chad, Tibesti and at the border between Libya and Chad (Outcomes).

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 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.

3.5 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 8 000 000 (Norwegian Kroner eight million).

4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.

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 incurred direct project costs of the Project.

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

- 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 based on the financial need of the Project. The first instalment will be made upon the signing of the agreement. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement and planned expenses for the upcoming period which shall in total not exceed six months. Further 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, which shall not exceed six months.
- 5.2 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.
- 5.3 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.
- 5.6 All disbursements will be made to the following bank account:
- Name of the account:
Account no.:
IBAN no.:
Name and address of the bank:
Swift/BIC code:
Currency of the account:
- 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 February 2020 to January 2021 shall be submitted to MFA by 1 March 2021. The progress report shall include the content specified in article 2 of the General Conditions. Additionally, the Grant Recipient shall ensure regular communication with MFA on the progress of the Project throughout the Support Period.
 - b) A **financial report** covering the period from February 2020 to January 2021 shall be submitted to MFA by 1 March 2021 and from February 2021 to January 2022 shall be submitted to MFA

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

by 1 March 2022. 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 1 March 2021 and 1 March 2022. 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) A **final report** for the Support Period shall be submitted to MFA no later than 2 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").

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).

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.

8 FORMAL MEETINGS

8.1 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 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

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

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 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 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 05 618
IBAN no.:	NO83 7694 0512 618
Name and address of the bank:	DnB ASA, 0012 Oslo
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

12.1 MFA shall receive all reports, briefings and other written products that the Grant Recipient produces within the context of this Project.

- a) General Conditions article 14 shall be replaced with the following: "The Grant Recipient shall make project documentation available to anyone upon request unless disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests. "Project documentation" shall include this Agreement and any contracts, cooperation agreement or other sub-agreements financed by the Grant, the Application and all agreed reports.">

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.

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to General Director Eric Blanchot at the following address/e-mail address: eric.blanchot@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 also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

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

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:

for the Norwegian Ministry of Foreign Affairs,

[Name]

[Title]

[Embassy or section]

for [name of the Grant Recipient],

[Name]

[Title]

[Unit]

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework