



Programme Agreement between

**ADRA Norway**

*and*

**ADRA South Sudan**

*for*

**Education in Emergencies, Upper Nile**

ADRA Norway Program Reference:  
20NOR-REL 011 (SEAQE II Program 19NOR-DEV 008)

Norad Program Reference:  
GLO-3768 QZA-18/0353 - Project B

Period: 1.04.2020 – 28.02.2024

BPh

**Programme Agreement between ADRA Norway and ADRA South Sudan  
for Education in Emergencies, Upper Nile, South Sudan**

**I. PREAMBLE**

This document is an Agreement between ADRA Norway and ADRA South Sudan to implement the programme **Education in Emergencies, Upper Nile**. ADRA Norway engages ADRA South Sudan to implement the programme as an agent of ADRA Norway. The intent of this Programme Agreement is to establish a clear and fair understanding between ADRA Norway and ADRA South Sudan regarding their mutual obligations, and ensure the existence of practical standards for financial evaluations and other possible reviews.

**II. DEFINITIONS**

- a. Country Director – is the chief executive officer of ADRA's operations at country level.
- b. Donor Regulations and Requirements – Documented requirements provided in the programme proposal and programme agreement between ADRA Norway and Norad as well as other documents describing donor regulations.
- c. Illegal act – is defined as being illegal under the laws of the Donor country and/or under the laws of the Implementing Office country.
- d. Programme Agreement (this document) – is the agreement between ADRA Norway (Supporting Office) and ADRA South Sudan (Implementing Office), which contains the programme description including results framework & budget and the terms and conditions upon which the granting of funds is based, as well as the Donor's requirements for the administration of these funds.
- e. Major dispute – is a dispute under this Programme Agreement that remains unresolved after reasonable resolution efforts by the Parties have been exhausted and the subject of the dispute is considered by any Party to be vital to the performance of the Implementing Office's responsibilities under this Programme Agreement.
- f. Material deviation – is any unauthorized deviation from the provisions of this Programme Agreement that violates applicable laws, regulations and policies so that it is reasonable for the Donor and/or ADRA Norway to terminate the programme and/or recover some or all of the programme funds.
- g. Programme Advisor – The person designated by ADRA Norway to monitor and direct the activities of the Implementing Office.
- h. Sub-agreement – is an agreement entered into by ADRA South Sudan and another entity with the purpose to assist in accomplishing the programme objectives under this Programme Agreement.

**III. PARTIES TO THE AGREEMENT**

The parties of this Programme Agreement are ADRA Norway and ADRA South Sudan.

**IV. PROGRAMME DONOR**

The programme described in the Programme Agreement is funded by Norad (Norwegian Agency for Development Cooperation) and ADRA Norway.

**V. OBLIGATIONS OF THE PARTIES**

- a. The Parties to this Programme Agreement understand and accept their obligations and responsibilities hereunder and by signing indicate full acceptance to be legally bound to all of the provisions of this Programme Agreement.
- b. The Implementing Office agrees to implement programme activities towards the achievement of programme objectives in accordance with the documents mentioned under section XI "DOCUMENTS INCORPORATED BY REFERENCE".
- c. The implementing Office must ensure that a clause for annulment of any contracts with suppliers and sub-contractors be inserted for action in case of fraudulent procedures.

**VI. MODIFICATION OF THE PROGRAMME AGREEMENT**

Proposed modifications to this Programme Agreement may be initiated by either Party. All official modifications shall be in writing, signed and dated by all the Parties and attached to the Programme Agreement as an addendum. All deviations from the provisions of the Programme Agreement shall be authorised only through official modifications.

**VII. TERMINATION OF THE PROGRAMME AGREEMENT**

ADRA Norway may terminate or suspend this Programme Agreement as it sees fit, by giving written notice of the termination to the Implementing Office, if the Implementing Office should:

- a. Without prior written authorization from ADRA Norway, substantially deviate from this Programme Agreement;
- b. Be declared bankrupt;
- c. Become bankrupt or have a receiver of its assets or property appointed because of insolvency;
- d. Default in the performance of any obligation or the payment of any indebtedness under this Programme Agreement;
- e. Make a general assignment for the benefit of creditors;
- f. Commit direct or through sub-contractors any material breach of its obligation under this Programme Agreement or fail to comply with any terms of this Programme Agreement;
- g. Fail to inform ADRA Norway of any other funding received in relation to the programme to assist towards or otherwise defray the costs of the programme in addition to those already disclosed to ADRA Norway;
- h. Participation in any type of corrupt behaviour.

This right of termination belonging to ADRA Norway may be exercised without prejudice to any other remedy to which it may be entitled by law or under this agreement. In case of termination of agreement due to material deviation, ADRA Norway has the right to recover some or all of the funds, goods or value of services provided to the Implementing Office.

#### VIII. ASSIGNMENT OF RIGHTS

The Implementing Office does not have the right to transfer, assign or sell this Programme Agreement to any person, firm or corporation at any time during the term of this Programme Agreement without written approval from ADRA Norway. Any such assignee shall acquire all of the rights and assume all of the obligations of the Implementing Office under this Programme Agreement.

#### IX. TIME PERIOD OF PROGRAMME CONTRACT

This Programme Agreement is effective and obligation is made as of the date of signature and shall apply to commitments made by the signed parties in furtherance of Programme Agreement objectives beginning **1.04.2020** and continuing to **28.02.2024**, subject to continued annual funding by the Donor, as evidenced by annual confirmation by ADRA Norway. Any extension or amendments to the period of implementation shall conform to provisions in Section VI. "MODIFICATIONS OF THE PROGRAMME AGREEMENT".

#### X. OFFICIAL REPRESENTATIVES AND COMMUNICATION

- a. The ADRA Norway Country Director, or his/her designee(s), is the primary liaison with the Implementing Office.
- b. The Country Director of the Implementing Office is the primary person responsible for fulfilment of terms and conditions of the Programme Agreement. All communications from or with Implementing Office shall be through the Country Director or an individual designated by him/her.
- c. Communication between ADRA Norway and the Implementing Office, without regard to which party initiates it, shall ordinarily be in writing and shall refer to the grant identification. In event of oral communications, such communication shall, as soon as possible, be the subject of a written confirmation. Email is considered an official form of communication.
- d. Copies of all official communication, including correspondence, reports and agreements between Implementing Office and local partners, and administrative committee minutes, shall be provided to ADRA Norway on request.
- e. All programme documents, including correspondence, reports and agreements, shall be archived for no less than five years after the notification by ADRA Norway of the final closeout report or activity report, whichever is latest.

#### XI. DOCUMENTS INCORPORATED BY REFERENCE

The Implementing Office is subject to the policies and requirements contained in the following documents, which are hereby incorporated by reference into this Programme Agreement:

- Attachment 1: Approved Proposal
- Attachment 2: Approved Results Framework
- Attachment 3: Approved Implementation Budget
- Attachment 4: Part II Norad Procurement Provisions

#### XII. PROGRAMME FUNDS

- a. The budget for ADRA South Sudan for the project is NOK 48,299,000 with annual amounts as follows:
  - a. 2020: 14,392,129
  - b. 2021: 11,302,273
  - c. 2022: 11,302,289
  - d. 2023: 11,302,310
- b. The project currency will be Norwegian Kroner. Any impact of currency fluctuations on program results should be communicated with ADRA Norway.
- c. ADRA Norway will transfer funds in response to request for funds made to ADRA Norway through designated channels using the ADRA Norway transfer request forms. Funds may normally be requested for an amount sufficient to finance the grant's needs for up to 90 days. Approval of fund requests will be subject to the timely receipt of current financial reports accompanied by estimate of financial needs for the amount requested ("pipeline"). Request for transfers shall be made no less than five working days and not more than 30 days prior to the required transfer date. Funds will be transferred in the currency designated by ADRA Norway.
- d. Funding should be utilised within the year that it is allocated and all fund requests should be submitted before the end of that calendar year.
- e. A separate bank account must be maintained for this programme in a local, well-recognized bank. Deposits, withdrawals and exchange rates shall be clearly identified and documented by appropriate financial records. All bank accounts and related interest shall be managed in compliance with applicable donor regulations.
- f. ADRA Norway will provide the match for the budget as required by Norad. Any additional matching or cost sharing funds identified in approved field budgets is the sole responsibilities of the implementing Office, unless otherwise negotiated, agreed upon in writing between ADRA Norway and the Implementing Office, and made part of the Programme Agreement.
- g. Transferred funds from ADRA Norway may not be used for proselytizing.
- h. Unspent funds shall be returned to ADRA Norway at programme close, unless agreed otherwise.

### XIII. PROCUREMENT

Acquisitions made during the implementation of the programme will be based on competition and shall be done in a way that ensures good business practices, transparency, verifiability, equal treatment, predictability and non-discrimination on grounds of nationality and local identity, so that optimal conditions are achieved. The Implementing Office must have board-approved procurement and property management policies and procedures in place and adhere strictly to them. A copy of such policies shall be provided to ADRA Norway.

In addition, the following conditions must be met for procurements taking place under the scope of the program:

- a. Take into account the environmental impact during the planning of procurement;
- b. Do its utmost so that child labour, forced labour and/ or discrimination as defined in the core conventions of the International Labour Organization does not occur among suppliers and that they respect the association and collective bargaining as required by core conventions;
- c. Ask providers to disclose whether there may be potential conflicts of interest issues related to a procurement;
- d. Enforce strict standards for providers concerning misconduct, i.e.:
  - only accept offers where the bidder confirms in the offer to not be convicted for participation in a criminal organisation, corruption, fraud, money laundering (financial crime);
  - Consider the rejection of tenders from which the provider stated in the offer, or it is known that the provider has been judged by a court and found guilty of a criminal offense relating to professional conduct; or of serious misconduct against professional and ethical standards in the industry concerned.
- e. The grant recipient shall, for purchases exceeding the threshold stipulated in the Implementing Office's procurement policy (or those exceeding USD 15,000), keep acquisition protocols that include documents, assessments and decisions taken during the procurement process, from planning to contract signing. This shall include assessments and decisions concerning the above-mentioned points.
- f. Any procurement that exceeds NOK 500,000 must be done in consultation with ADRA Norway and also be advertised in Norway.

### XIV. TITLE AND CARE OF PROPERTY AND ASSETS

- a. Title to property, equipment, consumables and intellectual property acquired or developed using the grant shall accrue to the Implementing Office if thus specified in the project proposal document, or else be subject to a separate written agreement between ADRA Norway and the Implementing Office. ADRA Norway and Norad shall be entitled to unrestricted, royalty-free use of all documents developed as part of or in connection with the project.

- b. If such property and/or equipment is disposed of before the funding period has expired, the disposal is done at market prices unless otherwise approved by ADRA Norway. Disposal may not be made to any employees of the Implementing Office or relatives of employees without ADRA Norway's written consent. The Implementing Office shall prepare a disposal protocol, or make a list together with the buyer, which includes everything that is sold with respective price offers, final price and name of the buyer. Income from the disposal shall accrue to the project. Such protocol/list shall be enclosed to the first report after the sale has taken place, and the income thus generated must appear in the financial report.
- c. If the project does not continue after the end of the funding period or upon termination of the Agreement, ADRA Norway requires that the Implementing Office dispose of the remaining property, equipment and goods that are purchased using the grant as stated above. Income from the disposal will be repaid to ADRA Norway unless the Parties agree otherwise.

#### **XV. HUMAN RESOURCES**

Prior approval from ADRA Norway is required for the adoption or modification of job descriptions, candidate selection, offers of terms of employment, involuntary termination of employment and transfer or release from contract obligations for key personnel. All employment contracts for key personnel shall be consistent with the contract template and wage scale guidelines of the implementing office.

#### **XVI. SUB-AGREEMENTS ENTERED INTO BY THE IMPLEMENTING OFFICE**

All major sub-agreements or contracts entered into by the Implementing Office for the purpose of achieving program objectives shall receive prior written approval from ADRA Norway. All such sub-agreements shall be consistent with the requirements of the Programme Agreement.

#### **XVII. PROGRAMME REPORTS**

The Implementing Office shall provide the following reports to ADRA Norway:

- a. Monthly activity updates (M&E template)
- b. Monthly financial reports
- c. Progress reports as needed (Quarterly)
- d. Final close-out reports within 30 days of the close of the programme, including programme activities, financial activities, asset ledger
- e. Final audited financial statement within 60 days of the close of the project.

#### **XVIII. PROGRAMME MONITORING**

- a. ADRA Norway shall make periodic reviews of actual programme performance during field visits to the Implementing Office, the purpose being to assist the Implementing Office in monitoring the efficiency of programme services, and shall provide a written report of findings, as well as discuss such findings with Implementing Office personnel. The Implementing Office is obligated to act upon any necessary recommendations within an established timeframe. The Implementing Office as required and/or requested will supply additional verbal and/or written reports.
- b. The Implementing Office will be subject to programme reviews/evaluations as outlined in the Programme proposal. Programme reviews/evaluations will be initiated and/or conducted by ADRA Norway and will be guided by an agreed upon Scope of Work/Terms of Reference. Programme reviews/evaluations can include baseline surveys, mid-term evaluations, final evaluations and special studies. As appropriate, donor and ADRA standards and requirements will be used. Programme monitoring and evaluation is a budgeted programme expense.
- c. The Implementing Office will be subject to ongoing financial monitoring, including annual financial/compliance evaluations, in accordance with donor regulations. Such evaluations will be initiated and/or conducted by ADRA Norway. Financial monitoring is a budgeted programme expense. Any additional evaluations or audits proposed for this agreement must be arranged and/or approved by ADRA Norway

#### **XIX. FRAUD**

- a. Partner offices shall have board-approved policies for fraud, mismanagement and whistle blowing, and shall comply with these. A copy shall be provided to ADRA Norway.

- b. Under implementation of the programme, zero tolerance for fraud shall be practiced. In order to implement the requirement of zero tolerance for fraud, the Implementing Office shall:
- have systems of internal control and organise activities in such a way that financial irregularities, including corruption, theft, embezzlement, fraud, misappropriation of funds, favouritism and nepotism, are prevented and detected;
  - neither directly nor indirectly require, receive, accept, offer or give any gift, payment or benefits that may be interpreted as corruption or other violations of applicable law;
  - Promptly notify ADRA Norway about suspected financial irregularities, including the matters referred to in the paragraph above, which comes to the attention of the Implementing. <https://www.adranorge.no/incident-report-form/>
- c. In case of suspected financial irregularities or illegal acts, the Implementing Office shall account for all the known facts and own judgments about how the case should be followed, including whether prosecution is appropriate. The matter will be further treated in line with Norad's guidelines for dealing with suspected fraud.

## XX. MISMANAGEMENT AND RECOVERY OF FUNDS

In case of breach of the Agreement, i.e. if one or more of following situations occur:

- there is evidence that all or part of the grant is not used in accordance with the Agreement;
- the use of the funds is not satisfactory explained;
- fraud has taken place;

Then ADRA Norway may terminate the Agreement and/or require that the Implementing Office returns all or part of the grant, after the Implementing Office has been given opportunity to explain itself and has been given a reasonable timeframe to amend the situation.

## XXI. ETHICAL CONDUCT

Partner offices shall share with ADRA Norway their policies for ethical conduct and child protection and shall put in place systems to prevent any type of abuse and ensure the safety of children and youth

## XXII. COMMUNICATION

Programme communication and branding shall be in line with ADRA International policies and guidelines and the communication strategies outlined in the proposal document.

## XXIII. DISCLOSURE

ADRA Norway, as well as representatives of Norad and the Norwegian Auditor General shall at all times be allowed to undertake control measures to verify that funds are being used in accordance with agreements and hereunder be permitted to visit any premises and examine/inspect any records, goods and documents requested. The Implementing Office shall also upon request provide electronically to ADRA Norway, Norad and the Norwegian Auditor General any records or documents concerning the programme or the management and governance of the Implementing Office.

## XXIV. THIS IMPLEMENTATION AGREEMENT IS THE ENTIRE AGREEMENT

- a. This Programme Agreement, including documents incorporated by reference, constitutes the entire agreement, supersedes all prior agreements, negotiations, and discussions between the parties; and may not be modified, altered or amended except as agreed upon in writing by all parties.
- b. This section shall not be construed to negate the necessity for all the Parties to the regulations and policy, and primary agreement in force during the period of this Programme Agreement.

## XXV. GOVERNING LAWS

The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of Norway and ~~Sudan~~ *South Sudan*.

## XXVI. RESOLUTION OF DISPUTES ARISING UNDER PROGRAMME CONTRACT

The Parties to this Programme Agreement are obligated to resolve ordinary disputes in a fair and timely manner. In the case of a major dispute, the Parties hereby agree to be bound by the conclusions reached using conciliations and dispute resolution

procedures in use within the Division (of the general Conference of SDA) where the Implementing Office is located. If no such procedures are currently in effect, the Division shall request the General Conference Office of General Counsel to provide ad hoc procedure for resolving the major dispute.

Each party hereto recognises and acknowledges that this agreement is not intended to, and shall not, release any of the parties hereto from any liability or damages, if any, caused by, or arising out of, the failure or refusal to perform any or all of the acts required on their respective parts to be done, as per the terms and conditions of this agreement. In the event of any breach of this agreement, the party aggrieved shall be entitled to recover from the party who breached, in addition to any other relief provided by law, such reasonable attorney's fees and court costs as may be incurred by the non-breaching party in enforcing this agreement.

#### XXVII. SAFEGUARDING

ADRA Norway has developed a list of Safeguarding Standards (see the list attached to this contract on annex E), that apply to all organizations receiving ADRA Norway donor funding. This includes ADRA Country Offices, other lead organizations, and other downstream partners or contractors. All Safeguarding Standards are part of the ADRA Network's Licensing and Accreditation requirements. ADRA South Sudan must comply with these standards by 31 December 2020, or risk having EIE funding discontinued. Meanwhile, ADRA South Sudan shall report any safeguarding related issues including issues of child protection or protection of other vulnerable people to ADRA Norway in a timely manner. Such reporting should be accompanied with an action when such cases of abuse involve ADRA staff, consultants, contractors, or others, and when the issue is of high impact.

#### XXVIII. SIGNATURES OF THE PARTIES

For ADRA Norway

Signature: \_\_\_\_\_

Typed Name: Birgit Philipson

Title: Secretary General, ADRA Norway

Date: April 1, 2020



For ADRA South Sudan

Signature: \_\_\_\_\_

Typed Name: John Mwanza

Title: Country Director, ADRA South Sudan

Date: April 1, 2020

