

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

ADRA NORGE – (ADVENTIST DEVELOPMENT AND RELIEF
AGENCY)

REGARDING

RAF-17/0046, STRENGTHENING EQUITY, ACCESS AND QUALITY
IN EDUCATION (SEAQE) – SAHEL (NIGER AND MALI)

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PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Agency for Development Cooperation (Norad), Department for Civil Society, and
 - (2) ADRA Norge - Adventist Development and Relief Agency, a foundation duly established in Norway under registration number 977143454 (the Grant Recipient),
- jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to Norad dated 06.06.2017 (the Application) and additional information dated 03.09.2017, regarding financial support to the programme titled GLO-3768 RAF-17/0046 Strengthening Equity, Access and Quality in Education (SEAQE) – Sahel (Niger and Mali) (the Project). The estimated costs of the Project are indicated in the budgets attached as Annex A to this Agreement.
- 1.2 Norad 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 June 2017 to December 2021 (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 planned effect on society (Impact):

At least 19000 marginalised children in 45 schools in the communes of Rharous and Banicane, Gourma Rharous District, Timbuktu Region, Mali, and in the communes of Dargol and Tagazar in the departments of Gottey and Balayara, Tillabéri Region, Niger, attend and participate within quality and inclusive basic education and demonstrate relevant learning outcomes.

The planned effects for the target group of the Project are (Outcome):

- More marginalised children in targeted communities are accessing basic education
- More children are accessing safe, protective and inclusive schools
- Education policies and plans promote equality and inclusion
- Schools provide quality relevant education to marginalised students

For targets specifications 2021 related to the impact and the four outcomes, reference is made to the enclosed Results Framework.

The full results framework is included as Annex B to this Agreement. The Grant Recipient shall submit a revised results framework for approval within 01.03.2018.

3 IMPLEMENTATION OF THE PROJECT

3.1 The Project shall be implemented in accordance with:

- a) the Agreement, including all annexes
- b) the approved Application incl. updates
- c) the implementation plan and budget

as well as any later any amendments to the above documents which are approved by Norad.

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 80.0 mill. (Norwegian Kroner eighty million).

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.

4.3 The tentative, annual distribution of the Grant will be as follows:

2017 : NOK 21 680 152
2018 : NOK 20 793 260
2019 : NOK 14 248 847
2020 : NOK 11 676 412
2021 : NOK 11 601 329
Total : NOK 80 000 000

The annual allocations must be confirmed by Norad following the Parliament's approval of the state budget for the relevant budget year. Disbursements will be based on the actual financial need of the Project in accordance with article 5 of the Agreement.

4.4 The Grant shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.

4.5 At least 10 % of the Project's total costs shall be covered by funds that do not originate, directly or indirectly, from grants from Norad or another Norwegian public body. This contribution shall be identified in the Project's financial statements.

- 4.6 The Grant may be used to cover overheads/indirect costs up to a maximum of 7 % of Norad's pro rata share of the actual costs of the Project.
- 4.7 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.
- 4.8 The Grant Recipient may apply for additional funding to the Project during the Support Period only upon written invitation from Norad.

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 Norad's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question. The first disbursement shall be made upon signing of this Agreement. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement. The second disbursement shall be subject to Norad's receipt and approval of an updated results framework, as per article 2.2.
- 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. Norad 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 Norad's receipt and approval of the updated implementation plan and budget, while the second disbursement each year is subject to Norad's receipt and approval of the latest progress report and financial report.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants from Norad. All disbursements will be made to the following bank account:
- Name of the account: ADRA Norge
Account no.: 3000.30.31264
IBAN no.: NO31 3000 3031 264
Name and address of the bank:
Sparebanken Sør, PB 200, 4662 Kr.sand
Swift/BIC code: SPSONO22XXX
Currency of the account: NOK
- 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.

6 REPORTING AND OTHER DOCUMENTATION

6.1 The following shall be submitted by the Grant Recipient to Norad:

- a) A **progress report** covering the period from January to December shall be submitted to Norad by 1. June each year. The last year of the Support Period the progress report shall cover the period from the start of the Support Period to December 2020. The progress report shall include the content specified in article 2 of the General Conditions.

Due to program implementation in high risks areas, additional brief quarterly progress reports shall be submitted to Norad throughout the Support Period.

- b) A **financial report** covering the period from January to December shall be submitted to Norad by 1. June 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 Project shall be submitted to Norad by 1. 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 **implementation plan and budget** covering the period from January to December shall be submitted to Norad by 1. November 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 Norad no later than 6 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, Norad shall be informed immediately.

6.3 All implementation plans, budgets and reports shall be approved in writing by Norad 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”). 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 Norad within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

- 8.1 Unless otherwise agreed, formal meetings shall be held once per year, tentatively in November, 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.
- 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 Norad 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 results and risk management, shall be carried out by September 2019. The Grant Recipient 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 in 2021. The Grant Recipient 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, Norad shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to Norad 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 Norad for information.
- 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 Interest accrued on the Grant during the course of a year shall be repaid to Norad by 31 January the following year. If the Grant Recipient receives several grants from Norad, the interest on these grants should be repaid in one instalment. The instalment shall be documented by a copy of the annual bank statement for the account.
- 11.2 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 Norad as soon as possible and at the latest within 6

months. The repayment shall include any interest and other financial gain accrued on the Grant and not previously repaid.

11.3 Repayments shall be made to the following bank account:

Name of the account: Norad
Account no.: 7694.05.14815
IBAN no.: NO31 7694 0514 815
Name and address of the bank: DNB BANK ASA, 0021 Oslo
Swift/BIC code: DNBANOKKXXX

11.4 The transaction shall be clearly marked: "Unused funds" or "Interest". The name of the Grant Recipient shall be stated, along with Norad's agreement number and agreement title.

12 SPECIAL PROVISIONS

Deviations from the General Conditions:

- a) The following shall be added to article 2 of the General Conditions: "Gender disaggregated data shall be provided where relevant."
- b) The following shall be added to article 9.2 of the General Conditions: "In the event Norad uses the intellectual property, it shall acknowledge the Grant Recipient as the owner of the intellectual property rights."
- c) General Conditions article 12 clause 2 c) shall be amended as follows: "changes to the implementation plan which implies a delay that may influence the achievement of expected results as presented in the results framework attached as an annex to this Agreement".
- d) 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 Norad concerning the Agreement shall be directed to the Civil Society Department at the following address/e-mail address: sivsa.norad-post@norad.no with copy to the programme officer in Norad.
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to ADRA Norge at the following address/e-mail address: Postboks 124, 3529 Røyse / ADRA Norge Adventistsamfunnet post@adranorge.no with copy to the Program Director.
- 13.3 Norad'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: Oslo

Date: 11/9 - 17

Fredrikke Kilander

for the Norwegian Agency for Development
Cooperation,

Fredrikke Kilander

Acting Deputy Director

Department for Civil Society

Birgit Philipson

for ADRA Norway,

[Name] BIRGIT PHILIPSEN

[Title] SECRETARY GENERAL

[Unit] ADRA NORWAY

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

