

Template: Amendment/Addendum	Norwegian and Non-Norwegian NGOs Grant Management Regime I, II and III Adapted for ASP 14/02/2020	Revision no.: Date:	3 21.10.2019
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ADDENDUM NUMBER 3

TO AGREEMENT BETWEEN THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

ADRA NORWAY

CONCERNING GLO 3768 RAF-17/0046 "STRENGTHENING EQUITY, ACCESS AND QUALITY IN EDUCATION (SEAQE) SAHEL 2017-2021"

1 BACKGROUND

- 1.1 The Norwegian Agency for Development Cooperation (Norad), and ADRA Norway (jointly referred to as the Parties) have entered into an agreement dated 11.09.2017 (the Agreement) as amended by addendum number 1 dated 23.08.2021, and addendum number 2 dated 24.02.2022, concerning GLO 3768 – RAF-17/0046 "Strengthening Equity, Access and Quality in Education (SEAQE) – Sahel 2017-2021 (the project)
- 1.2 The Grant Recipient has submitted a request to Norad dated 28.04.2023 with an updated budget and results framework on 09.06.2023 regarding additional financial support to Education in Mali and Niger and an extension of the Support Period with which Norad has decided to comply.
- 1.3 The Parties have agreed to amend the Agreement through this addendum number 3 (the Addendum), which shall be an integrated part of the Agreement.

2 EXTENSION OF THE SUPPORT PERIOD

- 2.1 The Support Period set forth in the Agreement shall hereby be extended to 28.02.2024.

3 ADDITIONAL GRANT

- 3.1 Norad shall, subject to Norwegian parliamentary appropriations and on the terms and conditions of the Agreement, including previous addendum, and this Addendum, provide an additional grant not exceeding NOK 15 207 000 million (Norwegian Kroner fifteen million two hundred and seven thousand) (the Additional Grant).
- 3.2 The Additional Grant shall be used exclusively to finance the Project as specified in the budget attached as Annex A to this Addendum and in the Application during the Support Period.
- 3.3 The first disbursement of the Additional Grant shall be disbursed upon written request as described in the Agreement. The second disbursement shall be based on financial need of the Project for the upcoming 6 months.

4 ADDITIONAL CONDITIONS

- 4.1 The following reports shall be submitted to Norad.
 - a) A final report for the entire support period shall be submitted to Norad by 31 July 2024. The final report shall include the content listed in article 4 of the Agreement, General Conditions. The Grant Recipient shall, to the extent possible, report on the impact of the

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Project on the target groups and its likely impact on society.

- b) A financial report for this addendum shall be submitted to Norad by 31 July 2024. The financial report shall include the content listed in article 3 of the Agreement, General Conditions.
- c) An audit report covering the financial statements of the Project shall be submitted to Norad by 31 July 2024. The audit report shall comply with the requirements set out in article 7 of the Agreement, Specific Conditions and article 5 of the Agreement, General Conditions.

5 REMAINING CONDITIONS OF THE AGREEMENT

- 5.1 The Parties agree on measures to counter sexual exploitation, abuse and harassment (SEAH) by inclusion of the latest version of the General Conditions (GC). Adjustments to the GCs, that have been included in Section 12 Special Provisions, shall remain.
- 5.2 All other provisions of the Agreement shall remain unchanged and in force.

6 ENTRY INTO FORCE AND DURATION

- 6.1 The Addendum shall enter into force on the date of the last signature and remain in force until all obligations arising from it have been fulfilled.

This Addendum has been signed in two -2- original copies in the English language, whereof the Parties keep one each. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Oslo, Norway
Date: 22 June 2023

Vik, Norway
23 June, 2023



for the Norwegian Agency for Development
Cooperation,

Lisa Knutsen Sivertsen

Director

Department for Human Development

for ADRA Norway

Birgit Philipsen

Secretary General

Attachments:

Annex A1: Budget Overview for addendum 3
Annex A2: Financing plan addendum 3
Annex B: Results Framework for addendum 3
Annex C: General Conditions revision 4 of April 2022 (ref article 4. 2 above)

ANNEX A1

SEAQE Sahel Budget 2023-24 (NOK)			
Budget date: 21.06.2023			
Implementation Period: Jun.2023 - Feb.2024			
LINE ITEM	2023-24		
	MALI	NIGER	TOT
A. Investments	57 600	0	57 600
B. Operating costs			
1. Salaries Personnel	2 049 708	2 744 275	4 793 983
2. Travel and transport	246 000	157 241	403 241
3. Outcomes			
3.1 Outcome 1: More marginalised children are accessing basic education			
3.1.1 Output 1.1: School management structures including SMC and PTAs have improved capacity and skills to participate in local education planning, decision making, monitoring and resource mobilisation	324 420	255 840	580 260
3.1.2 Output 1.2: Local education civil society stakeholders monitor, lead on, and advocate for improved education services for marginalised children	251 028	115 434	366 462
Subtotal Outcome 1	575 448	371 274	946 722
3.2 Outcome 2: School infrastructure - More children are accessing safe, protective and inclusive education infrastructure			
3.2.1 Output 2.1: Targeted schools have improved water, sanitation and physical facilities	30 000	401 917	431 917
3.2.2 Output 2.2: Students have access to locally grown nutritious food in school	1 403 172	391 693	1 794 865
Subtotal Outcome 2	1 433 172	793 610	2 226 782
3.3 Outcome 3: Education policies and plans promote equality and inclusion			
3.3.1 Output 3.1: Local government has increased understanding of and commitment to equality and inclusion	186 888	0	186 888
Subtotal Outcome 3	186 888	0	186 888
3.4 Outcome 4: Schools provide quality relevant education to marginalised students			
3.4.1 Output 4.1: Students access improved learning materials	617 640	323 863	941 503
3.4.2 Output 4.2: Students learn relevant skills for life	76 728	203 995	280 723
3.4.3 Output 4.3: Head teachers manage teachers effectively	59 520	0	59 520
3.4.4 Output 4.4: Teachers are teaching effectively	367 140	178 274	545 414
3.4.5 Output 4.5: Local education government authorities have increased their monitoring and coordination of schools	129 900	48 479	178 379
Subtotal Outcome 4	1 250 928	754 610	2 005 538
3. Total Outcomes	3 446 436	1 919 494	5 365 930
4. Office Expenses	795 168	802 241	1 597 408
5. Other operating costs	337 797	1 191 494	1 629 291
Total B. Operating costs	6 875 108	6 814 745	13 689 853
Total expenses A+B (managed by local partner)	6 932 708	6 814 745	13 747 453
Other shared program expenses (managed by ADRA Norway) - technical support, M&E, regional coordination etc.	660 131	660 141	1 320 272
TOTAL PROGRAM EXPENSES	7 592 839	7 474 886	15 067 725
% distribution by country	50,4 %	49,6 %	100 %

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ANNEX A2

SEAQE Sahel - Financing Plan 2023-24 (NOK)**RAF-17/0046**

Budget date: 21 Jun.2023

Implementation Period: Jun.2023 - Feb.2024

	Budget 2023-24		
	MALI	NIGER	TOTAL
ADRA local partner	6 932 708	6 814 745	13 747 453
ADRA Norway	660 131	660 141	1 320 272
Total Financing Need	7 592 839	7 474 886	15 067 725
(-) ADRA Norway's contribution	294 472	290 396	584 868
(=) Norad's contribution	7 298 367	7 184 490	14 482 857
(+) Administrative expenses (max 5% of Norad's contribution)	364 918	359 225	724 143
(=) TOTAL amount to apply for	7 663 285	7 543 715	15 207 000

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<p>Other LEA local education authority established mental, physical, and affective improvement services for disadvantaged children</p>	<p>1.2.2. If local civil society stakeholders demonstrate better technical and operational expertise to monitor, lead on and deliver for improved education services for disadvantaged children</p>	<p>1.1.2. Number of local civil society stakeholders (found, registered and ADSA official) that demonstrate better technical and operational expertise to monitor, lead on and deliver for improved education services for disadvantaged children compared to the baseline</p> <p>Technical and operational expertise means that there are existing, implementing and following up on capacity building plans</p>	<p>1.1.2. Number of local civil society stakeholders (found, registered and ADSA official) that demonstrate better technical and operational expertise to monitor, lead on and deliver for improved education services for disadvantaged children compared to the baseline</p> <p>Technical and operational expertise means that there are existing, implementing and following up on capacity building plans</p>	<p>1.1.2. Number of local civil society stakeholders (found, registered and ADSA official) that demonstrate better technical and operational expertise to monitor, lead on and deliver for improved education services for disadvantaged children compared to the baseline</p> <p>Technical and operational expertise means that there are existing, implementing and following up on capacity building plans</p>	<p>1.1.2. Number of local civil society stakeholders (found, registered and ADSA official) that demonstrate better technical and operational expertise to monitor, lead on and deliver for improved education services for disadvantaged children compared to the baseline</p> <p>Technical and operational expertise means that there are existing, implementing and following up on capacity building plans</p>
<p>1.2.3. If civil society organizations that actively engage in leading, monitoring of, reporting and conducting education for improved education services for disadvantaged children</p>	<p>1.2.3. If civil society organizations that actively engage in leading, monitoring of, reporting and conducting education for improved education services for disadvantaged children</p>	<p>1.2.3. If civil society organizations that actively engage in leading, monitoring of, reporting and conducting education for improved education services for disadvantaged children</p>	<p>1.2.3. If civil society organizations that actively engage in leading, monitoring of, reporting and conducting education for improved education services for disadvantaged children</p>	<p>1.2.3. If civil society organizations that actively engage in leading, monitoring of, reporting and conducting education for improved education services for disadvantaged children</p>	<p>1.2.3. If civil society organizations that actively engage in leading, monitoring of, reporting and conducting education for improved education services for disadvantaged children</p>
<p>Outcome 2: More children are attending safe, protected and inclusive schools</p>	<p>Outcome 2 indicator: (C2) a of classrooms constructed or rehabilitated (level of education, type of learning space, constructed/rehabilitated)</p>	<p>Outcome 2 indicator: (C2) a of classrooms constructed or rehabilitated (level of education, type of learning space, constructed/rehabilitated)</p>	<p>Outcome 2 indicator: (C2) a of classrooms constructed or rehabilitated (level of education, type of learning space, constructed/rehabilitated)</p>	<p>Outcome 2 indicator: (C2) a of classrooms constructed or rehabilitated (level of education, type of learning space, constructed/rehabilitated)</p>	<p>Outcome 2 indicator: (C2) a of classrooms constructed or rehabilitated (level of education, type of learning space, constructed/rehabilitated)</p>
<p>2.1.1. a of schools with improved sanitation and hygiene</p>	<p>2.1.1. a of schools with improved sanitation and hygiene</p>	<p>2.1.1. a of schools with improved sanitation and hygiene</p>	<p>2.1.1. a of schools with improved sanitation and hygiene</p>	<p>2.1.1. a of schools with improved sanitation and hygiene</p>	<p>2.1.1. a of schools with improved sanitation and hygiene</p>
<p>a) The pupil girls and boys' latrine ratio in ADSA supported schools improved</p>	<p>a) The pupil girls and boys' latrine ratio in ADSA supported schools improved</p>	<p>a) The pupil girls and boys' latrine ratio in ADSA supported schools improved</p>	<p>a) The pupil girls and boys' latrine ratio in ADSA supported schools improved</p>	<p>a) The pupil girls and boys' latrine ratio in ADSA supported schools improved</p>	<p>a) The pupil girls and boys' latrine ratio in ADSA supported schools improved</p>
<p>b) a of toilets constructed or rehabilitated (boys, girls, both children with disabilities)</p>	<p>b) a of toilets constructed or rehabilitated (boys, girls, both children with disabilities)</p>	<p>b) a of toilets constructed or rehabilitated (boys, girls, both children with disabilities)</p>	<p>b) a of toilets constructed or rehabilitated (boys, girls, both children with disabilities)</p>	<p>b) a of toilets constructed or rehabilitated (boys, girls, both children with disabilities)</p>	<p>b) a of toilets constructed or rehabilitated (boys, girls, both children with disabilities)</p>

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<p>Output 3.1 Government authorities have increased understanding of and commitment to equality and inclusion</p>	<p>4) % of educational personnel with increased knowledge of equality and inclusion</p>	<p>4) % of education personnel with improved practices of equality and inclusion equity and inclusion</p>	<p>4) % of education personnel who have increased understanding of equality and inclusion</p>	<p>4) % of education personnel who have increased understanding of equality and inclusion</p>	<p>4) % of education personnel who have increased understanding of equality and inclusion</p>
<p>Output 4 Schools provide quality relevant education to marginalized students</p>	<p>Outcome 4 students: % of students to target school receiving relevant materials for reading and mathematics in grade level (year, type of materialization if available)</p>	<p>4.1.1. 100% of target students provided with learning materials (text, level of education, teacher competency, etc.)</p>	<p>4.1.1. 100% of target students provided with learning materials (text, level of education, teacher competency, etc.)</p>	<p>4.1.1. 100% of target students provided with learning materials (text, level of education, teacher competency, etc.)</p>	<p>4.1.1. 100% of target students provided with learning materials (text, level of education, teacher competency, etc.)</p>
<p>Output 4.1 Students access improved learning materials</p>	<p>a) % of government approved textbooks provided to supported schools</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>
<p>Output 4.2 Students learn relevant skills for the future</p>	<p>a) % of students who pass computer literacy course</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>
<p>Output 4.3 Students learn relevant skills for the future</p>	<p>a) % of students who pass computer literacy course</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>	<p>100%</p>

Standard:	NGOs	Revision no.:	4
General Conditions	Grant Management Regime I and II	Date:	April 2022

**PART II: GENERAL CONDITIONS
APPLICABLE TO GRANTS FROM
THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION**

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1 WORK PLAN AND BUDGET

- 1.1 Any updated work plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework.
- 1.2 Any updated budget to be submitted in accordance with the Specific Conditions shall be based on the approved budget in Annex A and include estimated income to the Project from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Project in the upcoming reporting period shall be clearly stated.

2 PROGRESS REPORT

- 2.1 Any progress reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the reporting period. The report shall be set up in a way that allows direct comparison with the latest approved Application, work plan and budget, and shall be signed by an authorised representative of the Grant Recipient.
- 2.2 The progress reports shall, as a minimum, include:
- a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
 - show delivered main outputs compared to planned Outputs;
 - show the Project's progress towards achieving the Outcome;
 - if possible, describe the likelihood of the Impact being achieved.
 - b) an account and assessment of deviations from the latest approved Application and/or work plan;
 - c) a brief update on the risk management of the Project, including:
 - any new risk factors;
 - how materialized risks have been handled in the reporting period;
 - the effectiveness of mitigating measures;
 - how risks will be handled going forward.

The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in the Specific Conditions article 3 shall always be accounted for.
 - d) a brief account of work undertaken to prevent instances of financial irregularities and sexual exploitation, sexual abuse and sexual harassment (SEAH).

3 FINANCIAL REPORT

- 3.1 Any financial report to be submitted in accordance with the Specific Conditions shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an identification of any deviations from the budget as per clause 3.3 below. The financial report shall be certified by the financial controller (or equivalent) as well as an authorised representative of the Grant Recipient.
- 3.2 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:
- a) income from all sources, including bank interest. Norad's contribution shall be specified;
 - b) expenses charged/capitalised in the relevant reporting period;
 - c) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
 - d) unused funds as per the reporting date. Norad's share shall be specified;

- e) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
 - f) balance sheet, when required in accordance with the accounting principles applied;
 - g) explanatory notes including a description of the accounting principles used and any other explanatory material necessary for transparent financial reporting of the Project.
- 3.3 Deviations from the approved budget shall be highlighted with information about both nominal amounts and percentage of each deviation. The Grant Recipient shall include a written explanation of any deviations amounting to more than 10% of a budget line and exceeds NOK 15 000 (fifteen thousand).

4 FINAL REPORT

- 4.1 The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the Support Period. The report shall be set up in a way that allows for a direct comparison with the Application and shall be signed by an authorised representative of the Grant Recipient.
- 4.2 The final report shall, as a minimum, include:
- a) the items listed for the progress reports described in article 2 of the General Conditions, covering the entire Support Period;
 - 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 how efficiently Project resources have been turned into outputs
 - e) an assessment of the sustainability of the achieved results by the Project.

5 AUDIT

- 5.1 If an audit of the Project's financial statements is required pursuant to the Specific Conditions article 6, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).
- 5.2 Norad reserves the right to approve the auditor and may require that the auditor shall be replaced if Norad finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.
- 5.3 The auditor shall form an opinion on whether the Project's financial statements fairly reflect the financial position of the Project and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework and the requirements of article 3 of the General Conditions.
- 5.4 The auditor shall report in accordance with the applicable audit standards, as agreed in the Specific Conditions.
- 5.5 The audit report shall include:
- a) the Project name and agreement number;
 - b) the Project period subject of the audit;
 - c) reference to the financial reporting framework applied;
 - d) the auditing standards applied;
 - e) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
 - f) the auditor's opinion.

- 5.6 If any findings have been reported in the Project's management letter, the Grant Recipient shall prepare a response including an action plan to be submitted to Norad together with the management letter.
- 5.7 The costs of the audit of the Project's financial statements shall be included in the Project's budget.
- 5.8 The audit requirements stated in this Agreement are applicable for the total Grant, including any part of the Grant that has been transferred to a cooperating partner.
- 5.9 The auditor of the Project's consolidated financial statement is responsible for the direction, supervision and performance of the audit of any part of the Grant that has been transferred to a cooperating partner. The auditor shall assure itself that those performing the audit for cooperating partners have the appropriate qualifications, that the audit is in compliance with professional standards, and that the audit report is appropriate under the circumstances. ISA 600 establishes standards and provide guidelines when using the work of other auditors.
- 5.10 The auditor of the Project's consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the applicable financial reporting framework and the requirements of article 3. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partner and the consolidation process.

6 CONTROL MEASURES

- 6.1 Representatives of Norad and the Norwegian Auditor General may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project. The objective of such control measures may be i.a to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.
- 6.2 The Grant Recipient shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested.
- 6.3 The representatives of Norad and the Norwegian Auditor General shall also have access to the Grant Recipient's auditor and the auditor's assessments of all information pertaining to the Grant Recipient and the Project. The Grant Recipient shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 6.4 The rights and obligations of this article 6 shall remain in force for 5 years following expiry or termination of the Agreement, whichever occurs later.

7 FINANCIAL MANAGEMENT

- 7.1 The Grant Recipient shall keep accurate accounts of the Project's income and expenditure using an appropriate accounting- and double-entry book-keeping system¹.

¹ A double-entry bookkeeping a system is system of bookkeeping where every entry to an account requires a corresponding and opposite entry to a different account.

- 7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations² and cash reconciliations³ shall be completed at least every month, and shall be documented by the Grant Recipient.
- 7.3 Accounts and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. Insufficient documentation may render the expenditure ineligible. The accounts must provide details of bank interest accrued on the Grant.
- 7.4 The Grant Recipient shall keep the Project's accounting records for at least 5 years from the time of Norad's approval of the final report for the Project. This shall include i.a. vouchers, receipts, contracts and bank statements.

8 EXCHANGE RATE FLUCTUATIONS

- 8.1 If the Grant is converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by Norad. Exchange rates must be stated to four decimal places.
- 8.2 If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project, the Grant Recipient shall inform Norad as soon as possible.
- 8.3 If exchange rate fluctuations increase the value of the Grant, the surplus shall be treated as disbursed Grant funds and used for Project purposes. This means that net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Support Period, unless otherwise agreed between the Parties.

9 EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 The right of ownership to equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant Recipient or its cooperating partner, unless otherwise stated in the Application. All matters associated with such equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the Norad's prior approval.
- 9.2 Intellectual property rights financed in whole or in part from the Grant shall, in the spirit of securing such rights as a common global good, be managed in a way that maximizes their public accessibility and allows the broadest possible use. Material produced as a result of this Grant shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.

² Bank reconciliation is a process of verifying whether the sum found in the bank statements at the end of the period correspond with transactions recorded in the accounting system. This is usually done in conjunction with closure of the accounting records.

³ Cash reconciliation is a process of verifying whether the cash at hand at the end of the period corresponds with the amount of cash in the beginning of the period and the registrations of withdrawals and deposits in the period. This is usually done in conjunction with closure of the accounting records.

- 9.3 Norad shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. Norad may assign this right to any individual or organisation at its own discretion.
- 9.4 Transfer of ownership of such equipment, consumables or intellectual property rights during the Support Period shall be made at market terms. Ownership may not be transferred to an employee of the Grant Recipient or its cooperating partner, or to anyone related or connected to an employee, if such relation could lead to a conflict of interest as described in article 17 of the General Conditions.
- 9.5 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with Norad. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 9.6 The Grant Recipient shall prepare a record of transfer of ownership for any equipment, consumables and intellectual property rights. The record shall comprise information about the object of transfer, the original purchase price paid by the Grant Recipient, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to Norad along with the first progress report due after the sale.
- 9.7 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Grant Recipient shall inform Norad about the remaining equipment and goods that have been purchased by use of the Grant. The Norad may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to Norad.

10 REAL PROPERTY

- 10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by Norad. Where Norad has approved a purchase or construction of real property such approval must be formalised in the Specific Conditions or in a separate agreement document.
- 10.2 The Grant Recipient and Norad shall in such agreement decide on the details concerning the ownership and the status of the real property after the end of the Support Period and/or the end of the Project.
- 10.3 Norad may in such an agreement require i.a. that the real property shall be sold after the end of the Support Period and that the proceeds from the sale shall be repaid to Norad. Norad may also reserve the right to establish security interests in any real property purchased by use of the Grant.

11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER

- 11.1 Transfer of all or part of the Grant including assets to a cooperating partner must be documented through a written sub-grant agreement. The sub-grant agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement which is relevant to the sub-grant agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its overall obligations under the Agreement.
- 11.2 The sub-grant agreement shall include provisions for results and financial reporting, audit, procurement and measures to prevent financial irregularities and sexual exploitation, abuse and harassment. Furthermore, the sub-grant agreement shall explicitly state that:

- a) both the Grant Recipient, Norad and the Norwegian Auditor General shall have access to undertake such control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions,
- b) the Grant Recipient shall be entitled to claim repayment from the cooperating partner in the same instances and to the same extent that Norad is entitled to claim repayment from the Grant Recipient, and that Norad has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
- c) the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 25 of the General Conditions for any dispute arising between the cooperating partner and Norad.

11.3 The Grant Recipient shall assure itself that the cooperating partner has the necessary competence and internal procedures to meet the requirements of the Agreement that are relevant for the sub-grant agreement and shall follow-up the cooperating partner's compliance with such requirements throughout the Support Period.

11.4 The Grant Recipient must obtain and assess management letters issued to all cooperating partners. Any significant findings and a response including an action plan to be submitted to Norad.

11.5 The Grant may not be transferred to a cooperating partner who has previously been charged or sentenced for any criminal activity unless explicitly approved by Norad.

11.6 The Grant Recipient shall remain fully responsible towards Norad for any part of the Grant including assets that has been transferred to a cooperating partner.

12 CHANGES OR CIRCUMSTANCES AFFECTING THE PROJECT OR THE GRANT RECIPIENT

12.1 The Grant Recipient shall immediately inform Norad of circumstances likely to hamper, delay or otherwise significantly affect the successful implementation of the Project. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation. Norad may suspend disbursement of the Grant until the implications for the Project has been assessed.

13 EXTENSION OF THE SUPPORT PERIOD

13.1 The Grant Recipient may request an extension of the Support Period if this is necessary to complete all planned activities. The request must state the reasons for the delay and supporting documentation must be enclosed. Norad shall approve or decline the request in writing.

14 TRANSPARENCY

14.1 Norad may make this Agreement and other Project documentation, such as but not limited to, the Application and agreed reports available to the public to promote transparency of the use of public funds.

14.2 The Grant Recipient shall make the Project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may only be denied if such disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests.

15 FINANCIAL IRREGULARITIES

- 15.1 The Grant Recipient is required to practise zero tolerance against corruption and other financial irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and where relevant beneficiaries of the Grant.
- 15.2 "Financial irregularities" refers to all kinds of:
- a) corruption, including bribery, nepotism and illegal gratuities;
 - b) misappropriation of cash, inventory and all other kinds of assets;
 - c) financial and non-financial fraudulent statements;
 - d) all other use of Project funds which is not in accordance with the Agreement.
- 15.3 In order to fulfil the zero-tolerance requirement, the Grant Recipient shall:
- a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
 - b) do its utmost to prevent and stop financial irregularities within and related to the Project;
 - c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.
- 15.4 The Grant Recipient shall inform Norad immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide Norad with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate.
- 15.5 The matter will be handled by Norad in accordance with Norad's guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with Norad's investigation and follow-up. If requested by Norad, the Grant Recipient shall, provided there is sufficient basis for taking legal steps, report the suspicions to the police, commence civil proceedings for recovery of damages or apply other appropriate sanctions against persons or entities suspected of financial irregularities. However, in cases where the Grant Recipient is concerned that due process of law may be unavailable, the matter shall instead be included in the account and assessment referred to in clause 15.4 for discussion of a mutually acceptable course of action.

16 SEXUAL EXPLOITATION, SEXUAL ABUSE AND SEXUAL HARASSMENT

- 16.1 Norad has zero tolerance for inaction against sexual exploitation, abuse and harassment (SEAH). The Grant Recipient shall have a victim/survivor-centred approach to SEAH issues and take all reasonable steps to prevent, detect and respond to SEAH within and related to the Project. This obligation applies to all staff members, consultants and other non-staff personnel, cooperating partners and any third parties involved in activities funded by the Grant.
- 16.2 The following definitions apply:
- a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 - b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
 - c) Sexual harassment: Any form of unwanted sexual attention that has the purpose or effect of being offensive, frightening, hostile, degrading, humiliating or troublesome.

16.3 The Grant Recipient shall:

- a) Adhere to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability,
- b) have ethical guidelines that include policies on prevention and response to SEAH,
- c) organise its operations and internal control systems in a way that SEAH is prevented, detected and responded to,
- d) take swift action on suspicions or complaints of SEAH to stop harm occurring, investigate and report to relevant authorities (for criminal matters), after considering the rights, needs and wishes of the survivor/victim.

16.4 The Grant Recipient shall inform Norad immediately of any indications of SEAH credible enough to warrant an investigation within or related to the Project as well as indications of SEAH not directly linked to the Project but of significant impact on the partnership with Norad.

16.5 The Grant Recipient shall provide Norad with a report of the relevant facts and an assessment of how the matter will be followed up, including whether the organisation will improve internal systems to prevent, detect and respond to SEAH, and whether criminal prosecution or other sanctions are considered appropriate, considering the rights, needs and wishes of the survivor/victim. The reporting will be made without compromising the safety, security, privacy, and due process rights of any concerned person. The report will be handled by Norad in accordance with Norad’s guidelines for handling notifications of sexual abuse, sexual exploitation, and sexual harassment by grant recipients.

16.6 Upon request from Norad, the Grant Recipient shall grant the Norad access to all relevant information and documentation related to the Grant Recipient’s adherence with this article.

17 CONFLICT OF INTEREST

17.1 The Grant Recipient shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.

17.2 Conflict of interest refers to any situation where the impartial and objective exercise is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person. The obligation to avoid conflict of interest applies to anyone acting on behalf of the Grant Recipient.

17.3 If a conflict of interest occurs, the Grant Recipient shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

17.4 If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special significance to the Project, the decision or transaction may not be concluded without the prior, written approval of Norad.

18 BREACH OF THE AGREEMENT

18.1 If the Grant Recipient fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities, Norad may suspend disbursement of all or part of the Grant.

18.2 In the event of material breach of the Agreement, Norad may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant. A repayment claim may

also include interest and any other financial gain obtained by the Grant Recipient as a result of the financial irregularity.

18.3 Material breach of the Agreement shall include, without limitation, the following situations:

- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved work plans and budget,
- b) the Grant Recipient has made false or incomplete statements to obtain the Grant,
- c) the use of the Grant has not been satisfactorily accounted for,
- d) the Grant Recipient has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
- e) the Grant Recipient has failed to take preventive measures against sexual exploitation, sexual abuse, or sexual harassment, to detect or respond to indications thereof, or to take corrective action when sexual exploitation, sexual abuse or sexual harassment has occurred, in accordance with article 16 of the General Conditions,
- f) financial irregularities, grave professional misconduct, or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
- g) the Grant Recipient has failed to inform Norad of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
- h) the Grant Recipient has changed legal personality without prior notification to Norad,
- i) the Grant Recipient is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.

18.4 The Grant Recipient shall inform Norad immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide Norad with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

18.5 Norad may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between Norad and the Grant Recipient has been established.

19 TERMINATION OF THE AGREEMENT

19.1 Each of the Parties may terminate the Agreement upon a written notice.

19.2 The Support Period shall end three months after the date of the notice of termination. During these three months, the Grant Recipient may only use the Grant to cover commitments that have been established before the date of the notice of termination.

19.3 If the Project cannot continue without the Grant, the Grant Recipient shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

19.4 The Grant Recipient shall submit a final report to Norad within three months of the end of the Support Period. The final report shall meet the requirements set out in article 4 of the General Conditions and shall also include a financial report and audit report covering the period from the previous financial report until the end of the Support Period.

19.5 The Agreement will be considered terminated when the final report has been approved by Norad and any remaining funds have been repaid.

20 WAIVER AND IMMUNITIES

- 20.1 Nothing in the Agreement or any document related to the Agreement or Norad's acceptance of other countries' jurisdiction in disputes arising from this Agreement shall imply that Norad, the Government of Norway or any of their employees are deemed to have, expressly or implicitly waived any privileges or immunities they may have. This article 20 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 25 of the General Conditions.

21 LIABILITY

- 21.1 Norad shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Grant Recipient or its agencies, staff or property as a direct or indirect consequence of the Project or services provided thereunder. Norad will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.
- 21.2 The Grant Recipient shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Grant Recipient shall indemnify Norad against any claim or action from the Grant Recipient's staff or third parties in relation to the Project.

22 ASSIGNMENT

- 22.1 The Agreement and/or the Grant may not be assigned to a third party without the prior written consent of Norad. This shall not, however, prevent transfer of parts of the Grant to a cooperating partner in accordance with article 11 of the General Conditions.

23 RECOGNITION AND PUBLICATION

- 23.1 The Grant Recipient shall acknowledge Norad's support to the Project in all publications and other materials issued in relation to the Project. Norad's logotype will be provided by Norad upon request. All use of Norad's logotype must be approved by Norad.

24 ENTRY INTO FORCE, DURATION AND AMENDMENT

- 24.1 The Agreement shall enter into force at the date of the last signature and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with the provisions of the General Conditions. Whether the obligations of the Agreement shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by Norad in a completion letter.
- 24.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.
- 24.3 Termination or expiry of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination or expiry.

25 CHOICE OF LAW AND SETTLEMENT OF DISPUTES

- 25.1 The Agreement shall be governed and construed in accordance with Norwegian law.

- 25.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.
- 25.3 Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, shall exclusively be settled before the Norwegian courts of law with Oslo District Court as legal venue.
- 25.4 Norad may, at its own sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by
- a) the courts in the legal venue of the Grant Recipient, or
 - b) arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. If the disputed amount is below an amount corresponding to NOK 10 000 000 the arbitral tribunal shall, however, be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English. The Parties agree that neither the arbitral proceedings nor the award shall be subject to any confidentiality.
- 25.5 The Parties agree that no other courts of law, than as set out in this article 25, shall have jurisdiction over disputes arising out of or in connection with this Agreement.
