

Template:	Norwegian NGOs	Revision no.:	2
Specific Conditions (part I)	Grant Management Regime I	Date:	17.06.2016

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

PLAN INTERNATIONAL NORWAY

REGARDING

A WORKING FUTURE (UGANDA)
QZA-0746, UGA-18/0011

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

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ANNEX A: BUDGET

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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), represented by the Section for Private Sector Development, and
 - (2) Plan International Norway (Plan Norge), a foundation duly established in Norway under registration number 976 793 382 (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 26th October 2018 (the Application) regarding financial support to the strategic partnership project entitled “A Working Future Uganda”, QZA-0746, UGA-18/0011 (the Project). The estimated costs of the Project are indicated in the budget 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 15th December 2018 to 31st December 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 planned effect(s) on society (Impact) are:

- Increased export and domestic marketing volume of selected agricultural products
- Increased number of marginalized youth, especially young women, benefitting from export-oriented value chains

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

- Improved linkage between producers and market demands by increased coordination and network along the value-chains
- Increased volumes and quality of produce through introduction of modern farming methods and skills training
- Facilitate access to investment capital to youth participating in the value chains
- Reducing gender inequality in value chains through gender transformative approach

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The target groups are out-of-school youth, aged 15-24, from Tororo, Kamuli and Buyende districts in Eastern Uganda. The Project will reach 24,000 youth, of which at least 60% are girls and young women. The youth will be organized into 800 youth-led village savings and loans associations that will receive skills training in areas such as production techniques, business plan development, financial skills as well as general life skills.

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 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 28 000 000 (Norwegian Kroner twenty-eight 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. The annual Grant allocations must be confirmed by Norad following the Parliament's approval of the state budget for the relevant budget year. If the Grant amount is reduced the Grant Recipient must revise the implementation plan, budget and results framework correspondingly.

4.3 The Grant 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 7% of Norad's pro rata share of the actual costs of the Project.

4.5 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

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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.
- 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 the chief financial officer 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 second disbursement each year is subject to the Norad's receipt and approval of the 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: | Plan Norge |
| Account no.: | 7874.06.20885 |
| IBAN no.: | NO8278740620885
NO82 7874 0620 885 |
| Name and address of the bank: | DNB
Postboks 1600 Sentrum
0021 Oslo
Norway |
| Swift/BIC code: | DNBANOKKXXX |
| 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.

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6 REPORTING AND OTHER DOCUMENTATION

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

- a) A detailed business/implementation plan to be submitted to Norad for issuance of no-objection, no later than 15th March 2019.
 - o The business/implementation plan is expected to also include a plan for the inclusion of additional private sector partners
 - o The business/implementation plan is expected to also include a market development plan
 - o The business/implementation plan in its first version in March 2019 should also include proposals and planning of engagements with financial partners to be on-board later during the Project implementation.
 - o Plan International Norway must develop and include an exit plan, with demonstrate financial self-sufficiency and sustainability within the Project lifespan (Norad's involvement).
 - o Plan International Norway must analyse and develop a full risk assessment. The risk assessment should include but not be limited to organizational-, partner- and business-risks, and a mitigation plan of action should be included. This should also incorporate the planned mitigation against risk of corruption.
 - o Plan International Norway and the strategic partners of the Project, are strongly encouraged to also seek to engage and liaise with any additional existing or future donors showing an active interest in supporting development of these, e.g. Sida, as the financier of the pilot for the Project A Working Future (AWF).
- b) A **progress report** covering the period from 1st December 2018 to 30th June 2019 shall be submitted to Norad by 30th September 2019. Thereafter a progress report covering each 6-month period from 1 January to 30 June and from 1 July to 31 December shall be submitted to Norad within 45 days. The progress report shall include the content specified in article 2 of the General Conditions.
- c) A **financial report** covering the period from 1st December 2018 to 30th June 2019 shall be submitted to Norad by 30th September 2019. Thereafter a financial report covering each 6-month period from 1 January to 30 June and from 1 July to 31 December shall be submitted to Norad within 45 days. 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.
- d) An **audit report** covering the annual financial statements of the Project shall be submitted to Norad by 30th 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.
- e) An updated **implementation plan and budget** covering the period from January to December shall be submitted to Norad by 30th September each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- f) A **final report** for the Support Period shall be submitted to Norad no later than 3 months after the end of the Project. 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.

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- 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 The Parties shall hold formal meetings twice per year, tentatively in April and October in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the Grant Recipient.
- 8.2 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period. In the event that such reports have not been received at least [specify number] weeks before the meeting, the Parties shall agree upon a new date to hold the meeting.
- 8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to 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 progress to date shall be carried out by end of 2020. 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 covered by Norad over and above the Grant.
- 9.2 An end-term review focusing on results achieved by the Project shall be carried out by 4th Quarter of 2022. 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 covered by Norad over and above the Grant.
- 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.

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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 500 000, the shortlist of suppliers, the award criteria, their weighting and the draft contract shall be submitted to Norad for approval before being finalized.
- 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, Postboks 1600 Sentrum, NO-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

- 12.1 The Grant Recipient shall in accordance with Section 3.3 identify relevant risk factors that may adversely affect the implementation of the Project, including risks for crosscutting issues as listed in a) – d) below. Risk assessment shall be included in the final report submitted to Norad.
- Human Rights, particularly participation, accountability and non-discrimination
 - Women’s rights and equality
 - Climate and the environment
 - Anti-corruption

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- 12.2 Norad expects the Grant Recipient and its partners to act in accordance with the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises.
- 12.3 The following shall be added to article 2 of the General Conditions: “Gender disaggregated data shall be provided where relevant.”
- 12.4 Salaries to own employees included in the budget in Annex A are covered with a maximum rate of NOK 550 per hour, and are documented with timesheets. Fees for consultants for direct purchases of services are covered with a maximum rate of NOK 1000 per hour. Other Consultant services shall be procured in accordance with Part III; Procurement provisions. Fees for consultants for direct purchases of services are covered with a maximum rate of NOK 1000 per hour. Travel expenses are covered for Economy class. The stated rates are maximum rates. Accommodation costs and hotel costs are covered by invoices within a reasonable cost framework.
- 12.5 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 Section for Private Sector Development at the following address/e-mail address: Postboks 1303 Vika, NO-0112 Oslo, Norway / postmottak@norad.no.
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Plan International Norway, at the following address: Tullins Gate 4C, 0166 Oslo, Norway / info@plan-norge.no, and Mads Henrik Almaas, Programsjef, MadsHenrik.Almaas@plan-norge.no, Telefon: +47 / 41206270
- 13.3 Norads 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.

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Place: Oslo

Date: 7th December 2018

for the Norwegian Agency for Development
Cooperation,

Paul Wade

Assistant Director
Section for Private Sector Development

for Plan International Norge,

Mads Henrik Almaas

Programsjef
Plan International Norge

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework