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GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE NORWEGIAN RED CROSS

REGARDING

PTA AGREEMENT QZA-20/0075,  
STRATEGIC PARTNERSHIP NORCROSS 2020 - 2023

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## PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Department for Multilateral Cooperation, Section for Humanitarian Affairs and
  - (2) The Norwegian Red Cross (NorCross), an association duly established in Norway under registration number 864 139 442 (the Grant Recipient),
- jointly referred to as the Parties.

### 1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to MFA dated 30 October 2019 (the Application) regarding financial support to the project titled Norwegian Red Cross as part of the International Red Cross and Crescent Movement, PTA Strategic partnership Norcross 2020-2023, QZA-20/0075 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement. This is a strategic partnership and the overall scope of the Project may be modified during the Support Period.
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from January 2020 to December 2023 (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 Project's expected effects on society are (Impact)
  - Ensure basic needs are met and improve the health of the most vulnerable people affected by conflict and protracted crisis.
  - Improve national, regional and global disaster preparedness and response systems to acute disasters and ensure coordinated recovery from large-scale disasters.

The planned main products and/or services of the Project are to be delivered within the thematic areas:

- Health (incl. Water, Sanitation, and Hygiene).
- Disaster Risk Management.
- Protection.

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

- Vulnerable people have improved access to services<sup>1</sup>.
- Vulnerable people have improved knowledge and practices related to health, incl. WASH.
- Affected population received timely and relevant disaster relief through strengthened Red Cross Red Crescent (RCRC) national, regional and global disaster preparedness capacity
- Affected people benefit from RCRC emergency health and WASH response.
- Affected people benefit from RCRC settlement-based recovery.

The intended end target group is vulnerable people affected by conflict and protracted crises, acute disasters, and large-scale disasters.

2.2 A 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 the annual implementation plan and budget.
- 3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.
- 3.3 The Grant Recipient shall continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of potential negative effects of the Project in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Project:
- anti-corruption
  - climate and environment,
  - women's rights and gender equality, and
  - human rights (with a particular focus on participation, accountability and non-discrimination)
- 3.4 The Grant Recipient shall immediately inform MFA of any circumstances likely to hamper or delay the successful implementation of the Project.
- 3.5 The Grant Recipient shall ensure that the Project is implemented in respect of international humanitarian law and international human rights law and that the implementation of the Project is guided by and complies with the international humanitarian principles of humanity, neutrality, impartiality and independence, as adopted and reaffirmed by states at the International Conference of the Red Cross and Red Crescent.

<sup>1</sup> NorCross' work in the area of Protection Mainstreaming, Sexual and Gender Based Violence (SGBV), and Health Care in Danger (HCiD) contributes to this outcome.

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- 3.6 The Grant Recipient shall be familiar with UN Security Council Resolution 1325 on women, peace and security (s/res/1325 (2000)) and implement the Project in a way that promotes the intentions of the resolution in the best possible way. A statement on how the intentions of this resolution have been addressed shall be included in the progress reports and final report of the Project.

#### 4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 1.320.000.000 (Norwegian Kroner one billion three hundred and twenty million). The annual allocated Grant includes flexible funds that will be allocated to emerging needs within a budget year. The use of flexible funds has to be approved by MFA. Unreleased flexible funds cannot be transferred between budget years. The table below shows the tentative allocation to Projects and to flexible funds respectively:

Year <sup>2</sup>	Tentative Project allocation	Tentative flexible funds
2020	275.000.000	55.000.000
2021	275.000.000	55.000.000
2022	275.000.000	55.000.000
2023	275.000.000	55.000.000

- 4.2 The Grant Recipient can apply for release of flexible funding (FF) throughout a budget year. FF can be released upon agreement by MFA for a crisis where the partner already has activities funded by MFA, or in sudden onset-crisis such as natural disasters, for activities that are part of the Grant Recipients overall result framework. In exceptional cases it can include essential activities not directly linked to a specific country situation. FF projects shall normally not exceed 6 months, but for applications submitted before 1 July each year the project period may run to the end of the budget year. In case of a severe sudden onset crisis MFA can consider requests for 12 months. FF that is not requested for release by 15th November will be withheld by MFA.
- 4.3 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant changes in the Parliament's annual allocation to the relevant budget line may lead to changes in annual Grant allocations and/or in the total Grant amount.

<sup>2</sup> All amounts stated in the table are including indirect cost/admin percentage/overheads

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- 4.4 The Grant shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period. Annual allocations to countries and thematic areas shall be specified in the implementation plan and budget and be approved by MFA c.f. article 6.3.
- 4.5 The Grant may be used to cover overheads/indirect costs up to a maximum of 6.5 % of MFA's pro rata share of the incurred direct costs of the Project.
- 4.6 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.
- 4.7 The Grant Recipient may apply for additional humanitarian funding to the Project during the Support Period only upon invitation from MFA.

## 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 MFA's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question. Flexible funds may not be disbursed prior to approval of applications of flexible funds use by MFA. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.
- 5.2 Financial need refers to the budgeted expenditure for the upcoming period, minus any funds available to the Project from all other sources during the same period.
- 5.3 The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved Project implementation plan and budget, and where relevant the latest approved application for use of flexible funds.
- 5.4 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the Project's first year, the second disbursement each year is subject to the MFA's receipt of the progress report and financial report.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants from MFA. All disbursements will be made to the following bank account:

Name of the account:	Norges Røde Kors Postboks 1 Grønland, 0133 Oslo
Account no.:	8200.06.08358
IBAN no.:	NO32 8200 0608 358
Name and address of the bank:	DNB Bank ASA, Postboks 1600 Sentrum


Swift/BIC code: 0021 Oslo  
DNBANOKKXXX  
Currency of the account: NOK

## 6 REPORTING AND OTHER DOCUMENTATION

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

- a) A **progress report** covering the period from January to December shall be submitted to MFA by 1 June each year. The progress report shall include the content specified in article 2 of the General Conditions. The report may be a consolidated annual report, joint with other donors, and cover the Grant Recipient's entire international operations, but the parts funded by the Grant must be clearly identifiable.
- b) A **financial report** covering the period from January to December shall be submitted to MFA 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 MFA by 31 August 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 MFA by 1 December each year. The implementation plan and budget shall specify any deviations from the approved implementation plan and budget for the upcoming year and include the content listed in article 1 of the General Conditions.
- e) A **final report** for the Support Period shall be submitted to MFA no later than eight months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions.

6.2 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.

6.3 All implementation plans, budgets and reports shall be approved in writing by MFA unless otherwise agreed by the Parties.

6.4 In addition to submitting the reports listed above to MFA, the Grant Recipient shall by 1 July each year make public a description of its efforts to combat financial irregularities in its operations and of any closed cases of financial irregularities that the Grant Recipient has been involved in during the previous year. The description may be publicised either by publication of a separate report or in the Grant Recipient's general annual report. The information shall be made public in such a way that whistle-blowers are not exposed and that individuals associated with cases of financial irregularities are ensured the necessary protection.

## 7 AUDIT

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- 7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The auditor shall comply with all ISAs relevant to the audit, ref. ISA 200 (Overall objectives of the independent auditor and the conduct of an audit in accordance with international standards on auditing), paragraphs 18 and 20. Of Particular relevance is ISA 240 (The Auditor's responsibility to Consider Fraud and Error in an Audit of Financial Statements), and ISA 800 ("Special considerations audits of 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 MFA within the deadline indicated in article 6 of the Specific Conditions.

## 8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings once per year, tentatively in October in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings, which shall be held at a mutually agreed date and place, 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 MFA no later than two weeks after the meeting for comments and approval.
- 8.4 The Parties shall hold other meetings if/when requested by MFA. Details regarding agenda and procedures will be agreed upon by the Parties.

## 9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 A mid-term review focusing on the results of the strategic partnership arrangement shall tentatively be carried out by December 2022. The review may be conducted as a larger review of MFAs overall strategic partnership under the Grant Scheme, or as a single partnership review. MFA shall draft the terms of reference for the review and submit them to the other Party for input. The costs of the review may be included in the Project budget, this will be decided prior to the approval of the budget for 2022.
- 9.2 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

## 10 PROCUREMENT

- 10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.




- 10.2 Procurement made by ICRC made in connection with the Project shall be completed in accordance with the principles and provisions set for the in the Procurement Provisions in Part III of this Agreement. However, the Parties have agreed that for the following provisions 2.1 c; 3.3 and 4.5 ICRC's Procurement rules shall prevail.

## 11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 Interest accrued on the Grant during the course of a year shall be repaid to MFA by 31 January the following year. If the Grant Recipient receives several grants from MFA, 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 NOK 500 or more shall in its entirety be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest 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: Det Kgl. Utenriksdepartement  
Account no.: 7694.05.12618  
IBAN no.: NO83 7694 0512 618  
Name and address of the bank: DNB,  
0021 OSLO  
Swift/BIC code: DNBANOKK

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

## 12 SPECIAL PROVISIONS

- 12.1 The following shall be added to article 2 of the General Conditions: Gender disaggregated data shall be provided where relevant.
- 12.2 General conditions article 4. 1. shall be replaced by the following: The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the support period and be signed by an authorised representative of the Grant Recipient.
- 12.3 General conditions article 4.2 d) shall not apply for humanitarian funding.
- 12.4 General conditions article 12.2. d) shall be replaced by the following: changes to the approved annual budget that imply reallocation of more than 10 % of an annual Project budget line or country or thematic allocation. A budget line refers to the summarized budget lines Direct Project Cost (HQ), Direct Project Cost (Regional), Direct Project Cost (National), and the listed annual country and thematic project allocations. Due to the extraordinary circumstances related to Covid-19, reallocation up to 20 % without pre-approval will be allowed for the year 2020.

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12.5 General Conditions article 14 .1. b) and c) shall not apply.

12.6 The following shall be added to article 9.2 of the General Conditions: "In the event MFA uses the intellectual property, it shall acknowledge the Grant Recipient as the owner of the intellectual property rights."

12.7 The following shall be added to article 22.1 of the General Conditions: "the Grant Recipient reserves its right to not use the MFA logo, in publications and other materials where the Grant Recipient deems that such usage may compromise the safety and security of its personnel or operations in a given context or where such usage may compromise the Grant Recipient's neutrality."

12.8 General Conditions article 11.2 c) shall be amended as follows: " If the cooperating partner is an entity from the Red Cross and Red Crescent Movement, as set forth in the Statutes of the International Red Cross and Red Crescent Movement of 1986 article 1, the cooperating partner shall accept the choice of law in article 24.1 and settlement of disputes provisions in article 24.2 and 24.4 b) of the General Conditions in relation to any disputes arising between the cooperating partner and MFA"

12.9 General Conditions article 8.3 shall be replaced with the following "If exchange rate fluctuations increase the value of the Grant, the surplus shall be treated as disbursed Grant funds and used for Project purposes. Net surplus from conversion into foreign currency shall be repaid as unused funds at the end of the Support Period."

### 13 NOTICES

13.1 All communication to MFA concerning the Agreement shall be directed to the Department for Multilateral Cooperation, Section for Humanitarian Affairs at the following address/e-mail address: Seksjon.for.humanitaere.sporsmal@mfa.no

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Hanne Mathisen at the following address/e-mail address: [hanne.mathisen@redcross.no](mailto:hanne.mathisen@redcross.no)

13.3 MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

### 14 SIGNATURES

14.1 By signing Part I of the Agreement, the Parties also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

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: 6/4-2020

*TLB*

*Bert G Apeland*

for the Norwegian Ministry of Foreign Affairs,

Thomas Lid Ball

Director

The Department for Multilateral Cooperation,  
Section for Humanitarian Affairs

for Norwegian Red Cross

Bernt G Apeland

Secretary General

Norwegian Red Cross

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework



Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	3
General Conditions	Grant Management Regime I and II	Date:	21.10.2019

**PART II: GENERAL CONDITIONS  
APPLICABLE TO GRANTS FROM  
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS**

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## 1 IMPLEMENTATION PLAN AND BUDGET

- 1.1 Any updated implementation plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework and shall specify planned activities and outputs and time schedules for the upcoming reporting period.
- 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.
- 1.3 Significant deviations from or changes to the implementation plan and budget is subject to MFA's prior, written approval as outlined in article 12 of the General Conditions.

## 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, implementation 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 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 implementation plan and Application;
  - c) an assessment of how efficiently Project resources have been turned into Outputs;
  - d) 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.

## 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) the accounting principles applied;

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- b) income from all sources, including bank interest. MFA's contribution shall be specified;
- c) expenses charged/capitalised in the relevant reporting period;
- d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
- e) unused funds as per the reporting date;
- f) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
- g) balance sheet, when required in accordance with the accounting principles applied;
- h) explanatory notes including a description of the accounting policies 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% from a budget line.

#### **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 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, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).

5.2 MFA reserves the right to approve the auditor, and may require that the auditor shall be replaced if MFA 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, namely:

- a) the accounting principles followed by the Grant Recipient and;
- b) the requirements of article 3 clause 2 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) identification of the Project's total expenses and total income;
- c) the subject of the audit;

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- d) the financial reporting framework applied;
- e) the auditing standards applied;
- f) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
- g) the auditor's opinion.

5.6 In addition to the Project's audit report, the auditor shall submit a management letter (matters for governance attention), which shall contain any findings made during the audit of the Project. It shall also list any measures that have been taken as a result of previous audits and whether such measures have been adequate to deal with reported shortcomings.

5.7 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 MFA together with the management letter.

5.8 The costs of the audit of the Project's financial statements shall be included in the Project's budget.

5.9 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.

5.10 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.

5.11 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 requirements of this Agreement. 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 MFA 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 MFA 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.



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## 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 system<sup>1</sup> in accordance with the applicable accounting- and bookkeeping policies in the jurisdiction of the Grant Recipient.
- 7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations<sup>2</sup> and cash reconciliations<sup>3</sup> 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. 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 MFA'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 MFA. 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 MFA as soon as possible.
- 8.3 If exchange rate fluctuations increase the value of the Grant, the gain shall be treated as disbursed Grant funds and used for Project purposes. 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,

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

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significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA's prior approval, as outlined in Article 12 of the General Conditions.

- 9.2 MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.
- 9.3 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 16 of the General Conditions.
- 9.4 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with MFA. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 9.5 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 MFA along with the first progress report due after the sale.
- 9.6 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 MFA about the remaining equipment and goods that have been purchased by use of the Grant. The MFA 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 MFA.

## **10 REAL PROPERTY**

- 10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by MFA.
- 10.2 If MFA has approved a purchase or construction of real property, the Grant Recipient and MFA shall agree 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. The agreement may be formalised in the Specific Conditions or in a separate agreement document.
- 10.3 MFA 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 MFA. MFA 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 shall be documented through a written agreement. The agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its obligations hereunder.

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- 11.2 The agreement between the Grant Recipient and the cooperating partner shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. Furthermore, the agreement shall explicitly state that:
- a) both the Grant Recipient, MFA and the Norwegian Auditor General shall have the same access to undertake the 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 of the Grant from the cooperating partner in the same instances and to the same extent that MFA is entitled to claim repayment from the Grant Recipient, and the cooperating partner shall accept that MFA 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 24 of the General Conditions in relation to any disputes arising between the cooperating partner and MFA.
- 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 and shall follow-up the cooperating partner's compliance with the Agreement throughout the Support Period.
- 11.4 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 MFA.
- 11.5 The Grant Recipient shall remain fully responsible towards MFA for any part of the Grant including assets that has been transferred to a cooperating partner.

## **12 CHANGES TO THE PROJECT OR THE GRANT RECIPIENT**

- 12.1 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to MFA's prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation.
- 12.2 The following deviations/changes shall always be subject to MFA's prior written approval:
- a) any changes to the Project's sources of income,
  - b) any changes to the results framework or scope of the Project,
  - c) changes to the implementation plan which implies a delay of more than three months of any activity,
  - d) changes to the Project's budget that imply reallocation of more than 10% of a budget line.
- 12.3 MFA may suspend disbursements of the Grant until such changes have been approved.

## **13 EXTENSION OF THE SUPPORT PERIOD**

- 13.1 The Support Period of the Project is set out in the Specific Conditions. The Grant Recipient must, without delay, inform MFA of any circumstances likely to hamper or delay the implementation of the Project.
- 13.2 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. MFA shall approve or decline the request in writing.

## **14 TRANSPARENCY**

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14.1 The Grant Recipient shall publish the following in a dedicated and easily accessible place of its internet site:

- a) a copy of this Agreement and any addendum;
- b) the title and value of any contracts, cooperation agreements and/or other sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are financed by the Grant;
- c) the names and nationalities of the respective agreement parties and, if relevant, any sub-grantees or contractors in receipt of Project funds;

Any deviations from article 14 shall be agreed by the Parties in writing, i.a. in the Specific Conditions.

14.2 Publication shall take place as soon as possible, and at the latest within six months after the contracts, cooperation agreements and/or other sub-agreements were entered into

14.3 The Grant Recipient shall make other project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may 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 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 implementation plan and budget.

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 MFA immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide MFA 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 MFA in accordance with MFA's guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with MFA's investigation and follow-up. If requested by MFA, the Grant Recipient shall initiate prosecution and/or apply other sanctions against persons or entities suspected of financial irregularities.

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15.6 MFA may claim repayment of all or parts of the Grant in accordance with article 17 of the General Conditions if it finds that any financial irregularities have taken place in or related to the Project. The repayment claim may also include any interest, investment income or any other financial gain obtained as a result of the financial irregularity.

## 16 CONFLICT OF INTEREST

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

16.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Grant Recipient 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.

16.3 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.

16.4 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 MFA.

## 17 BREACH OF THE AGREEMENT

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

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

17.3 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 implementation 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) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
- f) the Grant Recipient has failed to inform MFA of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
- g) the Grant Recipient has changed legal personality without prior notification to MFA,
- h) 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.

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

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

## **18 TERMINATION OF THE AGREEMENT**

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

18.2 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.

18.3 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. Any funds that remain unused at the end of the Support Period shall be repaid to MFA.

18.4 The Grant Recipient shall submit a final report to MFA 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.

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

## **19 WAIVER AND IMMUNITIES**

19.1 Nothing in the Agreement or any document related to the Agreement shall imply a waiver, express or implied, by MFA, the Government of Norway or any of its officials of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising thereof. This article 19 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 24 of the General Conditions.

## **20 LIABILITY**

20.1 MFA 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. MFA will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

20.2 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 MFA against any claim or action from the Grant Recipient's staff or third parties in relation to the Project.

## **21 ASSIGNMENT**

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

## **22 RECOGNITION AND PUBLICATION**

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

### **23 ENTRY INTO FORCE, DURATION AND AMENDMENT**

- 23.1 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 MFA in a completion letter.
- 23.2 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.
- 23.3 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.

### **24 CHOICE OF LAW AND SETTLEMENT OF DISPUTES**

- 24.1 The Agreement shall be governed and construed in accordance with Norwegian law.
- 24.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.
- 24.3 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.
- 24.4 The Grant Recipient accepts that MFA can, 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.
- 24.5 The Parties agree that no other courts of law, than as set out in this article 24, shall have jurisdiction over disputes arising out of or in connection with this Agreement.

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UNUSED	0	0	0	0
<b>INCOME/FINANCING PLAN DIRECT PROJECT COSTS</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Grant funding MFA	330 000 000	330 000 000	330 000 000	330 000 000
Unused funds from the previous year	0	0	0	0
<b>Subtotal</b>	<b>330 000 000</b>	<b>330 000 000</b>	<b>330 000 000</b>	<b>330 000 000</b>
<b>DIRECT PROJECT COSTS (HQ)</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Salaries	18 535 199	18 535 199	18 535 199	18 535 199
Travels	2 557 762	2 557 762	2 557 762	2 557 762
Consultants and other external services	5 003 109	5 003 109	5 003 109	5 003 109
Procurement	2 075 000	2 075 000	2 075 000	2 075 000
Other direct activity costs	2 995 764	2 995 764	2 995 764	2 995 764
Audits, monitoring and evaluations	134 416	134 416	134 416	134 416
<b>Subtotal</b>	<b>31 301 250</b>	<b>31 301 250</b>	<b>31 301 250</b>	<b>31 301 250</b>
<b>DIRECT PROJECT COSTS (REGIONAL)</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Salaries	7 727 642	7 727 642	7 727 642	7 727 642
Travels	2 053 163	2 053 163	2 053 163	2 053 163
Operating costs	15 637 691	15 637 691	15 637 691	15 637 691
Consultants and other external services	1 342	1 342	1 342	1 342
Procurement	0	0	0	0
Other direct activity costs	50 643 456	50 643 456	50 643 456	50 643 456
Audits, monitoring and evaluations	4 094	4 094	4 094	4 094
<b>Subtotal</b>	<b>76 067 388</b>	<b>76 067 388</b>	<b>76 067 388</b>	<b>76 067 388</b>
<b>DIRECT PROJECT COSTS (NATIONAL)</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Salaries	42 501 137	42 501 137	42 501 137	42 501 137
Travels	9 162 278	9 162 278	9 162 278	9 162 278
Operating costs	3 990 381	3 990 381	3 990 381	3 990 381
Consultants and other external services	517 516	517 516	517 516	517 516
Procurement	53 675 927	53 675 927	53 675 927	53 675 927
Other direct activity costs	40 485 448	40 485 448	40 485 448	40 485 448
Audits, monitoring and evaluations	514 637	514 637	514 637	514 637
<b>Subtotal</b>	<b>150 847 324</b>	<b>150 847 324</b>	<b>150 847 324</b>	<b>150 847 324</b>
<b>FLEXIBLE FUNDING/RAPID RESPONSE 20%</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Flexible funding/Rapid respons 20%	51 643 192	51 643 192	51 643 192	51 643 192
<b>Subtotal</b>	<b>51 643 192</b>	<b>51 643 192</b>	<b>51 643 192</b>	<b>51 643 192</b>
<b>INDIRECT COST CONTRIBUTION</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Indirect cost contribution	20 140 846	20 140 846	20 140 846	20 140 846
<b>Subtotal</b>	<b>20 140 846</b>	<b>20 140 846</b>	<b>20 140 846</b>	<b>20 140 846</b>

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Annex	
<b>Africa</b>	
SAHEL	11 000 000
Somalia	12 000 000
South Sudan	9 000 000
<b>Americas</b>	
Americas	6 000 000
<b>Asia</b>	
Afghanistan	28 000 000
DPRK	4 000 000
Myanmar	14 000 000
Pakistan	7 000 000
<b>MENA</b>	
Lebanon	16 000 000
Syria	40 000 000
Yemen	14 000 000
<b>Disaster Management</b>	
DRMU 1 Strengthening NorCross Clinical Health	7 500 000
DRMU 2 Rapid and Effective Health Risk Management Response	27 500 000
DRMU 3 NorCross contribution to a stronger RCRC Movement	36 200 000
<b>Thematic</b>	
Protection	21 700 000
Climate change adaptation	7 200 000
Innovation	4 800 000
Strengthening Movement Coordination and Cooperation (SMCC)	3 200 000
<b>HQs</b>	
HQ support (Results Management, Anti-Corruption, and Strategic Partnership coordination)	5 900 000
<b>Total</b>	<b>275 000 000</b>
Flexible funding/Rapid response 20%	55 000 000
	<b>330 000 000</b>

Norwegian Red Cross (NorCross)

# NorCross results framework – international portfolio

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## Introduction

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The Norwegian Red Cross (NorCross) introduced the current **results framework** (RF) in 2018, following the revision of the 2015-2020 International Strategy. The purpose of the RF is to support implementation of NorCross' **society goals** towards "reducing the vulnerability of local communities and to prevent loss of life."

NorCross' RF describes the desired effects of the organisation's interventions towards the **humanitarian and enabling objectives** of the revised International Strategy 2015-2020 (*Annex 1*). Based on a theory of change, the RF further details the objectives of the revised International Strategy by formulating statements at the sub-outcome and outcome level, which consist of the **intermediary logical steps** needed to achieve the objectives and the overall society goals of the revised International Strategy. A set of **88 key performance indicators** hard-wired to the sub-outcomes, outcomes and objectives allows monitoring and evaluating the progress of NorCross' international portfolio towards its society goals (*Annex 2*). The indicators and their definitions are harvested from recognised standards in the Red Cross Red Crescent (RCRC) Movement and from the sector. The RF specifies the means of verification and frequency of reporting for each indicator.

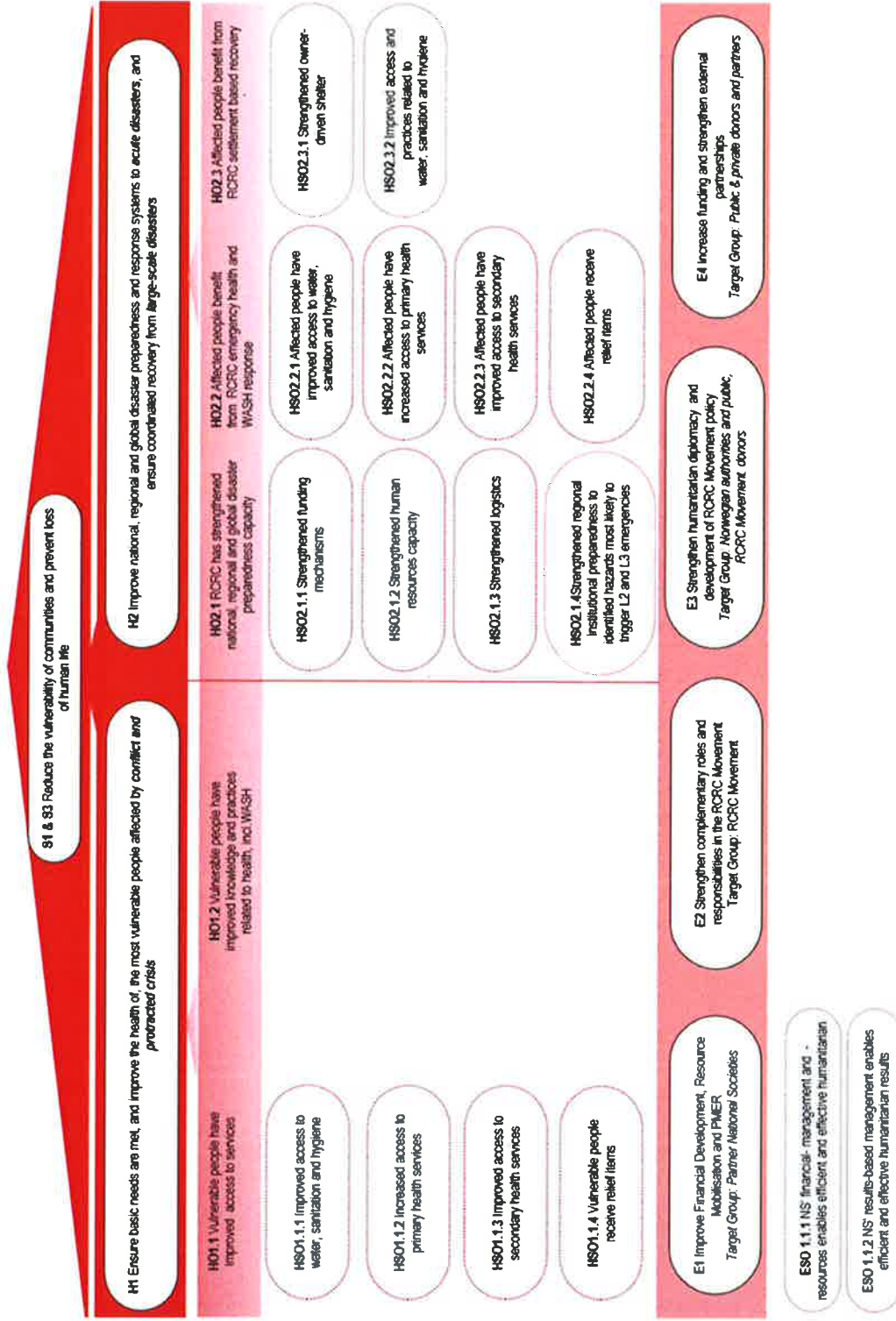
All projects included in the application for a Strategic Partnership Agreement with the Norwegian Ministry of Foreign Affairs (MFA) are linked to the objectives and report the humanitarian results based on the RF indicators. This allows to consistently summarize, analyse and compare results across contexts, sectors and time. Thus, the RF strengthens the organisation's ability to **demonstrate, communicate and learn from the results** of the international portfolio.

NorCross' RF is currently applied to the Global Cooperation Agreement (GCA) with the MFA for 2018-2020. In annex to this document, NorCross includes a suggestion of how the objectives of the RF may be relevant to the achievement of the **goals and commitments of Norway's Humanitarian Strategy** (*Annex 3*).

In 2020, NorCross will develop a **new International Strategy**. As part of this process, the results framework will be revised to reflect the thematic areas that will be prioritized in the new International Strategy. Moreover, in view of the proposed areas of intervention in the Strategic Partnership Agreement with the MFA, the RF will expand to **additional thematic areas**. For instance, NorCross foresees the development of additional indicators in the areas of protection mainstreaming, community health, weapon contamination, and sexual and gender-based violence, among other.

The revised **NorCross 2021-2023 results framework** will be introduced from 2021. As a transitory measure for the reporting cycle in 2020, NorCross is identifying preliminary indicators that will be finalized during the planning phase of the relevant projects in early 2020. **Examples of indicators** that NorCross might monitor and report next year can be found in Annex 4. These indicators will inform the revision process of the results framework. The revised NorCross 2021-2023 results framework will be shared with the MFA towards the end of 2020.

## Annex 1: NorCross Results Framework





**Annex 2: NorCross Results Framework: Indicators**

Goal Hierarchy	No.	Indicators	Sex-disagg. data	Means of verification	Frequency of reporting
<b>Humanitarian objective 1 (H1): Ensure basic needs are met, and improve the health of the most vulnerable people affected by conflict and protracted crisis</b>					
	1	Mortality ratio in targeted areas	N/A	National statistics, 3rd party report	Annually where possible
	2	Morbidity ratio in targeted areas	N/A	National statistics, 3rd party report	Annually where possible
	3	Aggregated findings from evaluations showing the relevance, effectiveness and efficiency of projects/programmes	N/A	Evaluations	Annually
	4	# of communicable diseases in targeted communities identified and reported	N/A	National statistics, 3rd party report	Annually
	5	Incidence of non-communicable diseases in targeted communities	N/A	National statistics, 3rd party report	Annually
<b>Humanitarian Outcome (HO) 1.1: Vulnerable people have improved access to services</b>					
Sum @ 6	6	# of people received health services by NS	Yes	NS reports	Quarterly
Sum @ 7	7	# of people referred to health services provided by others	Yes	NS reports	Quarterly
Sum @ 8	8	# of people received relief items	Yes	NS reports	Quarterly
	9	# of increased points or facilities for health service delivery	N/A	NS reports	Annually
	10	# of facilities that received protection services (HCID)	N/A	NS reports, official figures	Annually/BME-line*
@6	11	# people affected by sexual violence receiving health services	Yes	NS reports, official figures	Annually/BME-line*
	12	Indicator #12 has been moved to Enabling objective 3 but kept its original numbering.			
<b>Humanitarian Sub-outcome (HSO) 1.1.1: Improved access to water and sanitation facilities</b>					
	13	# of people with access to improved drinking water sources	Yes	NS reports	Quarterly
	14	# people with access to an improved sanitation facility	Yes	NS reports	Quarterly
<b>Humanitarian Sub-outcome (HSO) 1.1.2: Improved access to primary health services</b>					
@6	15	# of people receiving first aid by the NS	Yes	NS reports	Quarterly
@6	16	# of people receiving services by fixed or mobile clinics run by the NS	Yes	NS reports	Quarterly
@7	17	# of people referred by NS to primary health services	Yes	NS reports	Quarterly
	18	# of fixed or mobile clinics run by the NS documenting meeting relevant technical standards	N/A	NS reports	Annually
@6	19	# people receiving psychosocial support services.	Yes	NS reports	Quarterly
<b>Humanitarian Sub-outcome (HSO) 1.1.3: Improved access to secondary health services</b>					
@6	20	# of people receiving secondary health services by the NS	Yes	NS reports	Quarterly
@7	21	# of people referred by NS to secondary health services	Yes	NS reports	Quarterly
@6	22	# of people fitted with prostheses or orthotics by RCRC	Yes	IFRC reports	Annually
<b>Humanitarian Sub-outcome (HSO) 1.1.4: Vulnerable people receive relief items</b>					
@8	23	# of people receiving food for a month coverage	Yes	NS reports	Quarterly
@8	24	# of people receiving Non-Food Items (NFI)	Yes	NS reports	Quarterly
<b>Humanitarian Outcome (HO) 1.2: Vulnerable people have improved knowledge and practice related to health, incl. WASH</b>					
	25	# of people with documented improved practices related to drinking water	Yes	NS reports	BME-line*
	26	# of people with documented improved practices related to sanitation	Yes	NS reports	BME-line*
	27	% increase in the KAP studies (baseline - endline)	Yes	NS reports	BME-line*
	28	# of volunteers and staff trained in health-related topics, including first aid	Yes	NS reports	Quarterly

\*BME-line = base-, mid- and end-line.

Goal hierarchy	N	Indicators	Sex-disagg. data	Means of verification	Frequency of reporting
<b>Humanitarian objective 2 (H2): Improve national, regional and global disaster preparedness and response systems to acute disasters, and contribute to coordinated recovery from largescale disasters</b>					
	29	Mortality ratio in targeted areas	N/A	National statistics, 3rd party report	Annually where possible.
	30	Morbidity ratio in targeted areas	N/A	National statistics, 3rd party report	Annually where possible.
	31	Aggregated findings from evaluations showing the relevance, effectiveness and efficiency of programs	N/A	Evaluations	Annually
<b>Humanitarian Outcome (HO) 2.1: RCRC has strengthened national, regional and global disaster preparedness capacity</b>					
	32	# National Societies, regional structures and global tools that are strengthened to respond to emergencies and contribute to recovery in a coordinated manner		Data from the indicators below	Annually
<b>Humanitarian Sub-outcome (HSO) 2.1.1: Strengthened funding mechanisms</b>					
	33	% of DREF used for CASH programming//% of forecast based financing			
	34	NorCross emergency fund utilized effectively and efficiently based on criteria			
<b>Humanitarian Sub-outcome (HSO) 2.1.2: Strengthened human resources capacity</b>					
	35	# of active emergency response and recovery roster members trained and ready to deploy to emergencies (NDRT, RDRT, and ERU and FACT)	Yes	Annually survey conducted by NorCross or NS depending on level.	Annually
	36	# of emergency preparedness, response and recovery volunteers and staff trained	Yes	Training participation lists	Annually
<b>Humanitarian Sub-outcome (HSO) 2.1.3: Strengthened logistics (national, regional, global, NorCross)</b>					
	37	% of response capacity (material) to deploy		Aggregate stock reports	Quarterly
	38	TBD- Indicator for log. development			
<b>Humanitarian Sub-outcome (HSO) 2.1.4: Strengthened regional institutional preparedness to identified hazards most likely to trigger L2 and L3 emergencies</b>					
	39	# of national societies with early warning systems such as Community Based Surveillance (CBS) in place		CBS platform	Annually
	40	# of target population covered by CBS		CBS activity reports	Annually
	41	# of national societies with annually updated contingency plans and SOP's for prioritized hazards in place		Regional office to report on. IFRC report	Annually
	42	# of national societies ready to implement cash-based programming in emergency response		Regional office to report on. IFRC and British RC report	Annually
	43	# of National authorities implementing preparedness measures disaster response laws recognizing RCRC Movement role and NS auxiliary role (IDRL)		Regional office to report on. IFRC report	Annually
<b>Humanitarian Outcome (HO) 2.2: Affected people benefit from RCRC emergency health and WASH response</b>					
	44	# people reached through NorCross supported RCRC emergency health & WASH response		ERU reports and RCRC reports	Annually
	45	#/% of NorCross emergency response operations (ERU) meeting minimum standards (Sphere)		External evaluations	Annually
	46	# of trained NorCross personnel deployed	Yes	Training/participation lists	Annually
	47	# of pledges supported emergency response by NorCross		Financial pledges from NorCross	Annually
	48	# of emergencies which have benefitted from NorCross surge capacities/mechanism			Annually
	49	# of alerts responded to based on CBS		CBS platform	Annually
	50	# of people evacuated with support of NS/RCRC		Regional office to report on. IFRC reports	Annually
<b>Humanitarian Sub-outcome (HSO) 2.2.1: Affected people have improved access to water and sanitation facilities</b>					
	51	# of people with access to improved drinking water sources	Yes	NS reports	Quarterly
	52	# people with access to improved sanitation facility	Yes	NS reports	Quarterly

	53	# people receiving hygiene promotion	Yes	NS reports	Quarterly
<b>Humanitarian Sub-outcome (HSO) 2.2.2: Affected people have improved access to primary health services</b>					
	54	# of people receiving first aid	Yes	NS/IFRC/ERU reports	Quarterly
	55	# of people receiving services fixed or mobile clinics		NS/IFRC/ERU reports	Quarterly
	56	# of people referred to primary health services		NS/IFRC/ERU reports	Quarterly
	57	# of people receiving psychosocial support	Yes	NS/IFRC/ERU reports	Quarterly
<b>Humanitarian Sub-outcome (HSO) 2.2.3 Affected people reached with secondary health services</b>					
	58	# of people receiving secondary health services		NS/IFRC/ERU reports	Quarterly
	59	# of people referred to secondary health services	Yes	NS/IFRC/ERU reports	Quarterly
<b>Humanitarian Sub-outcome (HSO) 2.2.4 Affected people receive relief items</b>					
	60	# of people receiving food for a month coverage	Yes	NS/IFRC/ERU reports	Quarterly
	61	# of people receiving Non-Food Items (NFI)	Yes	NS/IFRC/ERU reports	Quarterly
<b>Humanitarian Outcome (HO) 2.3: Affected people benefit from RCRC settlement-based recovery support</b>					
	62	# people reached by recovery programmes	Yes	NS/IFRC/ERU reports	Annually
	63	% of recovery operations categorized as effectively coordinated		Evaluations	Annually
<b>Humanitarian Sub-outcome (HSO) 2.3.1: Strengthened owner-driven shelter</b>					
	64	# people reached by owner-driven shelter programmes	Yes	NS/IFRC/ERU reports	Annually
<b>Humanitarian Sub-outcome (HSO) 2.3.2: Improved access and practices related to water, sanitation and hygiene</b>					
	65	# people with access to improved drinking water sources	Yes	NS/IFRC/ERU reports	Quarterly
	66	# people with access to an improved sanitation facility	Yes	NS/IFRC reports	Quarterly
	67	# people receiving hygiene promotion	Yes	NS/IFRC reports	Quarterly
	68	# of people with documented improved practices related to drinking water	Yes	NS/IFRC reports	Base-, mid- and endline
	69	# of people with documented improved practices related to sanitation	Yes	NS/IFRC reports	Base-, mid- and endline

Goal hierarchy	N	Indicators	Means of verification	Frequency of reporting
<b>Enabling objective 1 (E1): Improve Financial Development, Resource Mobilisation and PMER</b>				
	70	Evaluations and reviews indicate improved programme effectiveness and efficiency	Evaluations	Annually
	71	# of NS partners meeting financial management minimum standards	NS reports	Annually
	72	# of NS partners with a consolidated results-based management system	NorCross assessment	Annually
<b>Enabling Sub-outcome (ESO) 1.1.1: The NS financial management and financial resources enables efficient and effective humanitarian results</b>				
	73	The NS has a consolidated annual budget	NS report/Annual budget	Annually
	74	The NS has established mitigating routines to prevent fraud and corruption	NS reports	Annually
	75	The NS has a consolidated audited annual financial report	NS reports/Annual budget	Annually
	76	The annual income and surplus raised domestically from individual/corporate donors and from income generating activities	NS reports	Annually
<b>Enabling Sub-outcome (EO) 1.1.2: The NS' results-based management enables efficient and effective humanitarian activities</b>				
	77	The NS has allocated PMER resources in its annual budget	NSs annual budget	Annually
	78	The NS has improved its PMER capacity in at least two areas	NS report	Annually



	79	% of NS' humanitarian projects collecting baseline and endline data using reliable methodology	NS report	Annually
	80	% of the NS' departments using regular monitoring data to achieve results	NS report	Annually
	81	The NS consults and incorporates findings from reviews/evaluations as relevant in program/project design	NS report	Annually
<b>Enabling objective 2 (E2): Strengthen complementary roles and responsibilities in the RCRC Movement</b>				
	82	RCRC Movement standards for detection and containment of epidemic outbreaks through community-based surveillance established and published		
	83	RCRC Movement standards for Financial Development established and published		
	84	Accessibility and use of RCRC standards in NorCross priority thematic areas		Annually
<b>Enabling objective 3 (E3): Strengthen humanitarian diplomacy and develop relevant RCRC Movement policy</b>				
	85	# of NorCross policy priorities that are reflected in decisions made at the RCRC statutory meetings	Council of Delegates and International Conference resolutions, number of National Societies and states signing relevant join pledges, Min. of Mtgs.	Annually
	86	States and other authorities fulfil their obligations under international law, where NorCross has systematically tried to influence the policies	Statements in the media, annual reports from NSs, final evaluations, Minutes of Meetings	Annually
	12	# of people whose improved access to education has been facilitated by RCRC	NS reports, official figures	Annually/BME-line*
<b>Enabling objective 4 (E4): Increase funding and strengthen external partnerships</b>				
	87	NorCross % share of Norwegian humanitarian funds	NorCross budget and Norwegian humanitarian budget	Annually
	88	# of EU applications where NorCross is in the lead that are successful	EU applications submitted by NorCross	Annually
	89	Annual EU funding to NorCross international budget	NorCross budget	Annually
	90	# of corporate partnerships with a clear shared value component in the cooperation	Contracts between NorCross and corporate partners	Annually

**Annex 3: NorCross Results Framework: Relation to Norway's Humanitarian Strategy**

<b>NorCross Humanitarian and Enabling Objectives</b>
<p><b>NorCross Humanitarian Objective 1: Ensure basic needs are met, and improve the health of the most vulnerable people affected by conflict and protracted crisis</b></p>
<p>Humanitarian results delivered under this objective relate to the Norwegian Humanitarian strategy main goals of ensuring that “people in need are given the necessary protection and assistance, in line with humanitarian principles” and promoting “an integrated and rights-based approach with a view to preventing humanitarian crises and reducing humanitarian needs.”</p> <p>NorCross’ activities under this objective contribute to the Government’s commitments to, for example:</p> <ul style="list-style-type: none"> <li>• Providing lifesaving support and basic health services in connection with Norway’s humanitarian efforts;</li> <li>• Improving the protection of humanitarian aid workers and health workers; and</li> <li>• Combating sexual and gender-based violence by establishing new initiatives and increasing support for relevant measures, such as the provision of psychosocial support to survivors.</li> </ul>
<p><b>NorCross Humanitarian Objective 2: Improve national, regional and global disaster preparedness and response systems to acute disasters, and ensure coordinated recovery from large-scale disasters</b></p>
<p>Humanitarian results delivered under this objective relate to the Norwegian Humanitarian strategy main goals of ensuring that “people in need are given the necessary protection and assistance, in line with humanitarian principles” and promoting “an integrated and rights-based approach with a view to preventing humanitarian crises and reducing humanitarian needs.”</p> <p>NorCross’ activities under this objective contribute to the Government’s commitment to, for example:</p> <ul style="list-style-type: none"> <li>• Promoting preparedness, disaster risk reduction and climate change adaptation as part of an integrated approach to reducing vulnerability and humanitarian needs;</li> <li>• Achieving a more rapid, effective and principled humanitarian response;</li> <li>• Reducing the vulnerability of individuals and local communities.</li> </ul>
<p><b>NorCross Enabling Objective 1: Improved Financial Development, Resource Mobilisation and PMER</b></p>
<p>Humanitarian results delivered under this objective relate to the Norwegian Humanitarian strategy main goal of promoting “effective, flexible and predictable funding for humanitarian efforts”.</p> <p>NorCross’ activities under this objective contribute to the Government’s commitment to, for example:</p> <ul style="list-style-type: none"> <li>• Ensuring that people affected by crisis can participate in the planning and implementation of the humanitarian response;</li> <li>• Strengthening local and national capacity to respond to humanitarian crises through relevant funding mechanisms.</li> </ul>
<p><b>NorCross Enabling Objective 2: Strengthen complementary roles and responsibilities in the RCRC Movement</b></p>
<p>Humanitarian results delivered under this objective relate to the Norwegian Humanitarian strategy main goals of ensuring that “people in need are given the necessary protection and assistance, in line with humanitarian principles” and pushing for “innovation and reform in the humanitarian sector.”</p> <p>NorCross’ activities under this objective contribute to the Government’s commitment to, for example:</p> <ul style="list-style-type: none"> <li>• Promoting a more integrated approach at both global and country level to enhance the humanitarian response and reduce future humanitarian needs;</li> <li>• Supporting international activities that seek to improve the quality and coordination of humanitarian efforts.</li> </ul>
<p><b>NorCross Enabling Objective 3: Strengthen humanitarian diplomacy and development of RCRC Movement policy</b></p>

## Norwegian Red Cross

Humanitarian results delivered under this objective relate to the Norwegian Humanitarian strategy main goal of ensuring that “people in need are given the necessary protection and assistance, in line with humanitarian principles.”

NorCross’ activities under this objective contribute to the Government’s commitment to, for example:

- Making use of active humanitarian diplomacy to help to ensure that parties to conflict comply with international humanitarian law;
- Ensuring that Norway’s partners develop the necessary skills and capacity to negotiate humanitarian access;
- Taking a leading role in international efforts to combat the use of weapons that have unacceptable humanitarian consequences;
- Supporting efforts to protect schools in crisis-affected countries;
- Strengthening efforts to prevent disappearances and to find missing people.

### **NorCross Enabling Objective 4: Increase funding and strengthen external partnerships**

Humanitarian results delivered under this objective relate to the Norwegian Humanitarian strategy main goal of promoting “effective, flexible and predictable funding for humanitarian efforts”.

NorCross’ activities under this objective contribute to the Government’s commitment to, for example:

- Providing predictable and flexible financing to Norway’s humanitarian partners, and engaging in open dialogue with them on risks, results, quality of efforts and compliance with the humanitarian principles;
- Choosing partners that work in line with the humanitarian principles.

**Annex 4: Indicators under development**

<b>Area</b>	<b>Examples of indicators under development</b>
Protection Mainstreaming	# of National Societies with improved protection response as a result of NorCross' support
Weapon Contamination	# of National Societies with improved knowledge of risk awareness and safer behaviour towards weapon contamination
Sexual and Gender Based Violence (SGBV)	# of SGBV survivors that received medical assistance
Community Health	# of National Societies volunteers trained in community health prevention

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## PART III: PROCUREMENT IN THE CONTEXT OF PROJECTS FINANCED BY THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

### 1 INTRODUCTION

- 1.1 This Part III sets out procurement rules and principles which shall be applied by the Grant Recipient when procuring goods, services or works to Projects financed by the Ministry of Foreign Affairs (MFA). Stricter rules may supplement the compulsory minimum rules set forth in this Part III.
- 1.2 The MFA may carry out ex post checks on the Grant Recipient's compliance with the rules set forth in this Part III.
- 1.3 Failure to comply with the rules set forth in this Part III shall render the Project expenditure ineligible for MFA funding and may lead to withholding funds or claim for repayment in accordance with article 17 of the General Conditions (Part II) of this Agreement.
- 1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Part III are amounts excluding value-added tax (VAT).
- 1.5 The procurement provisions shall also apply to any procurements to be carried out by the Grant Recipient's cooperation partners or others. The Grant Recipient shall be responsible for compliance as per article 11 of the General Conditions (Part II) of this Agreement regardless of whether the procurement is carried out by the Grant Recipient itself or its cooperation partners or others.
- 1.6 Sections 1 to 4 set out rules, which shall apply to all contracts. Sections 5 to 6 contain specific rules for service, supply and works contracts. Section 7 lists the situations where a negotiated procedure without prior publication is permitted.

### 2 BASIC PRINCIPLES

- 2.1 If a Project requires procurement by the Grant Recipient, the contract must be awarded following a tender procedure to the most economically advantageous tender (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price. In doing so, the Grant Recipient shall avoid any conflict of interests and respect the following basic principles:
  - a) **Competition:** The procedures applied and the award of contracts shall be based on fair competition.

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- b) **Equal treatment and non-discrimination:** Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Grant Recipient shall not discriminate against candidates/tenderers or groups of candidates/tenderers.
- c) **Transparency and ex-ante publicity:** As a general rule, tender procedures shall be based on prior publication. Where the Grant Recipient does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.
- d) **Objective criteria:** The Grant Recipient shall evaluate the offers received against objective criteria, which enable the Grant Recipient to measure the quality of the offers and shall take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.
- e) **Notoriety:** The Grant Recipient shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.

### 3 ELIGIBLE TENDERERS

3.1 Tenderers must provide information on their legal form and ownership structure.

3.2 Tenderers shall be excluded from participation in a procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;
- b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;
- c) they have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed;

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- e) they or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organisation or money laundering by a final judgment;
  - f) they make use of child labour or forced labour and/or practise discrimination, and/or do not respect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
- 3.3 Tenderers shall confirm in writing that they are not in any of the situations listed above. Even if such confirmation is given by a tenderer, the Grant Recipient shall investigate any of the situations listed above if it has reasonable grounds to doubt the contents of such confirmation.
- 3.4 Contracts shall not be awarded to tenderers which, during the procurement procedure:
- a) are subject to a conflict of interests;
  - b) are guilty of misrepresentation in supplying the information required by the Grant Recipient as a condition of participation in the tender procedure, or fail to supply this information.

#### **4 GENERAL PROCUREMENT RULES**

- 4.1 The tender documents shall be drafted in accordance with best international practice. The Grant Recipient may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.
- 4.2 The Grant Recipient shall take into account universal design and the potential environmental impact of any planned procurements.
- 4.3 All invitations to submit tenders shall state that offers will be rejected if any illegal or corrupt practises have taken place in connection with the award. All contracts concluded under the Project shall state that the Grant Recipient may terminate the contract if it finds that illegal or corrupt practises have taken place in connection with the contract award or execution.
- 4.4 The time-limits for receipt of tenders and requests to participate must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.
- 4.5 An evaluation committee must be set up to evaluate applications and/or tenders of a value of NOK 500 000 or more on the basis of the exclusion, selection and award criteria. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

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- 4.6 For contracts with a value exceeding NOK 100 000, the Grant Recipient shall compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request by the MFA, the Grant Recipient shall deliver its written record to the MFA and grant the MFA access to all relevant information and documentation related to the procurement procedure and practices applied.

## 5 AWARD OF CONTRACTS

- 5.1 Contracts with a value of less than NOK 500 000 may be awarded by using any procurement procedure established by the Grant Recipient, while respecting the rules and principles laid down in Sections 1 to 4 of this Part III.

- 5.2 Contracts with a value exceeding NOK 500 000 shall be awarded by means of one of the following procurement procedures:

- a) **Open tender procedure:** In open procedures, any interested tenderer may submit a tender in response to a call for competition. The tender shall be accompanied by the information for qualitative selection as requested by the Grant Recipient.
- b) **Restricted procedure:** In restricted procedures, any tenderer may submit a request to participate in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Only those tenderers invited to do so by the Grant Recipient following its assessment of the information provided may submit a tender. The Grant Recipient may limit the number of suitable candidates to be invited to participate in the procedure.
- c) **Competitive procedure with negotiation:** In competitive procedures with negotiation, any tenderer may submit a request to participate or a tender in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Tenderers may submit an initial tender, which shall be the basis for subsequent negotiations. The minimum requirements and the award criteria shall not be subject to negotiations.

- 5.3 Where the Grant Recipient does not launch an open tender procedure, it shall justify and document in writing the choice of tenderers that are invited to submit an offer.

- 5.4 Deviations from the procedures listed in Section 5.2 are limited to the situations listed in Section 7 of this Part III.

## 6 PUBLICATION OF PROCUREMENT NOTICE

- 6.1 The following shall apply with respect to publication of the procurement notice:<sup>1</sup>

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<sup>1</sup> Definitions of different types of contracts and procedures can be found in Directive 2014/24/EU.



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- a) **Service and supply contracts from NOK 500 000 to less than NOK 2 500 000 and works contracts from NOK 500 000 to less than NOK 40 000 000**

The prior procurement notice shall be published in all appropriate media, at least in the country in which the Project will be carried out as well as on the Grant Recipient's website.

- b) **Service and supply contracts with a value of NOK 2 500 000 and above and works contracts with a value of NOK 40 000 000 and above**

The prior procurement notice shall be published in all appropriate media, in particular on the Grant Recipient's website, in the international press and the national press of the country in which the Project will be carried out, and in any other relevant specialist periodicals.

## **7 USE OF NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION**

7.1 The Grant Recipient may use a negotiated procedure without prior publication in the following cases:

- a) if any of the circumstances set out in Article 32 of Directive 2014/24/EU are present;
- b) for purposes of humanitarian aid and civil protection operations or for crisis management aid in a crisis that has been formally recognised by and for the time period declared by the MFA;
- c) where the services are entrusted to public-sector or non-profit bodies and relate to activities of an institutional nature or are designed to provide assistance to people in the social field;
- d) for contracts declared to be secret, or whose performance must be accompanied by special security measures, or when the protection of the essential interests of the MFA so requires.

