

## **COOPERATION AGREEMENT**

THIS COOPERATION AGREEMENT (hereinafter the "Agreement") is made as of the day of October 9<sup>th</sup>, 2018, by and between

**KOSOVAR CIVIL SOCIETY FOUNDATION – KCSF,**

a non-governmental organization, established under the laws of Republic of Kosovo, with registration no. 5200002-5 and fiscal no. 600075461, with its offices in Musa Tolaj, Qendra Nartel, Lam A, H1, Kat.12, nr. 65-1, Lakrishtë, Prishtinë, Kosovë, represented by Taulant Hoxha, Executive Director (hereinafter "KCSF"), on one side;

and

**PARTNERS ALBANIA FOR CHANGE AND DEVELOPMENT**

a non-governmental organization, established under the laws of Albania, with registration no. 1359 and fiscal no. K11919004G, with its offices in Sulejman Delvina, Building No.18, Entrance No.8, Apartment No.12, Tirana, Albania, represented by Mrs. Juliana Hoxha, Executive Director (hereinafter "PA") on the other side.

Both parties collectively referred to as "**the Parties**".

**WHEREAS** The Norwegian Ministry of Foreign Affairs and KCSF have established a Grant Agreement (hereinafter "Grant Agreement") regarding financial support to program titled KOS-18/0004, Civil Society Programme for Albania and Kosovo (hereinafter "the Project") for purposes of strengthening the civil society in Albania and Kosovo;

**WHEREAS** the Grant Agreement foresees the possibility for KCSF to transfer part of the grant to a Cooperating Partner,

**WHEREAS** KCSF, as a leading partner, intends to transfer part of the grant to a partner in Albania, as a partner organization, to support the implementation of the Project in the territory of Albania;

**WHEREAS** PA wishes to create a Partnership with KCSF for purposes stated above;

**NOW THEREFORE BE IT RESOLVED**, in consideration of the mutual covenants, promises, warranties and other good and valuable consideration set forth herein, the Parties agree as follows:



## INTERPRETATION

In this Agreement, unless the context otherwise requires:

- any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- references to Norwegian legislation shall include the laws, acts, ordinances, rules, regulations, or bylaws which have the force of law in the Kingdom of Norway;
- the words importing singular shall include plural and vice versa, and words denoting natural persons shall include Partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- the headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein and in terms and words defined in the Annexes and used therein shall have the meaning ascribed thereto in the Annexes;
- the words "include" and "including" are to be construed without limitation;
- any reference to any period of time shall mean a reference to that according to Kosovo Standard Time;
- any reference to day shall mean a reference to a calendar day;
- any reference to month shall mean a reference to a calendar month;

## DEFINITIONS

<i>Agreement</i>	This Cooperation Agreement signed between KCSF and PA;
<i>Financial Amount</i>	The amount indicated in Annex A – Budget, indicating the financial means PA receives from KCSF for purposes of implementing this Agreement;
<i>Grant Agreement</i>	The Grant Agreement signed between KCSF and MFA for purposes of implementing the Project;
<i>Grantees</i>	The beneficiaries of grants from PA, allocated within the framework of this Agreement and the Project;
<i>Project</i>	KOS-18/0004, Civil Society Programme for Albania and Kosovo, intended for purposes of strengthening the civil society in Albania and Kosovo;
<i>Support Period</i>	The timeline/duration of the rights and obligations set forth in this Agreement, mostly referring to the timeline accorded to PA to implement this Agreement, i.e. undertake any and all Objectives and achieve the Results as set forth in this Agreement;
<i>MFA</i>	Norwegian Ministry of Foreign Affairs



## **1. Scope/Purpose of the Cooperation Agreement (“Agreement”)**

The Agreement shall be formed for the sole purpose of establishing the basis of a Partnership between the leader, KCSF, and the partner organization, PA, in order to join the resources and capacities, to fulfill the requirements for the implementation of the Project in Albania, to the extent agreed forth in this Agreement, cooperate in implementing said Project, and in other activities incidental to such Project.

## **2. Object of the Agreement**

The parties have hereby agreed that KCSF shall transfer to PA a Financial Amount as specified in Annex A – Budget, whereas PA shall undertake any and all activities as set forth on Annex B – Implementation Plan (hereinafter “the Activities”), for purposes of ensuring the completion of any and all objectives set forth under Annex B – Results Framework (hereinafter “the Results”). PA shall be conditioned by any and all terms and deadlines specified in said Annexes and as set forth in this Agreement. Also, for purposes provided here, the Grant Agreement shall be construed as an integral part to this agreement.

## **3. Form of Agreement**

The Agreement shall be considered in all respects as a contractual cooperation agreement between the Parties for the sole purpose set forth in this Agreement, and nothing in this Agreement shall be construed to create a Partnership or any other relationship between the Parties for reasons other than those expressly set forth in this Agreement. For purposes of this Agreement, KCSF will be the leading partner of this Agreement.

## **4. Duties and Responsibilities**

The role and responsibilities of the Parties are as follows:

### **4.1.KCSF:**

- 4.1.1. Transfers the Financial Amount to PA in full compliance with Annex A- Budget, in line with terms and conditions set forth therein, upon fulfilment of eventual conditions by PA for the transfer of said budget, in accordance with the deadlines and reporting periods set out in Article 6 of the Specific Conditions and Article 7 of this Agreement;
- 4.1.2. Cooperates with PA in good faith to facilitate the implementation of the Agreement;
- 4.1.3. Contributes to the project pursuant to its needs and as agreed between the parties;
- 4.1.4. Represents the Project towards the MFA, as well as other third parties in any and all cases, with the exception of cases explicitly stated in the Annex C which foresees specific limited cases where PA is also entitled to represent the Project towards MFA. (alongside KCSF or alone).

### **4.2.PA:**

- 4.2.1. Undertakes any and all Activities set forth under Annex C, pursuant to the terms and



- conditions set therein;
- 4.2.2. Ensures the completion of any and all objectives and Results set forth under Annex B, pursuant to the terms and conditions set therein;
  - 4.2.3. Contributes to the Project pursuant to its needs and as agreed between the parties;
  - 4.2.4. Agrees and understands that any and all Activities, objectives and Results set forth under this Agreement serve for the purpose of implementing the Project. Thus, any and all endeavors and undertakings made for purposes of implementing this Agreement, shall be interpreted in the spirit of the Grant Agreement's principles, terms and conditions, apart for the limitations otherwise expressly stated in this Agreement;
  - 4.2.5. Shall fulfill all the relevant requirements deriving from the Grant Agreement foreseen for the party receiving a grant transfer (Financial Amount) as permitted by Article 11 of the General Conditions of the Grant Agreement;
  - 4.2.6. Comply with any and all requirements, terms and conditions set forth under the Grant Agreement, including all its annexes, to ensure the due implementation of the Project insofar the implementation of the Activities and achievement of Results is concerned;
  - 4.2.7. Wherever reference in this Agreement is made, stating that PA shall fully comply with the Grant Agreement and annexes therein, or any specific provisions thereof, shall be interpreted in such way that, any and all expressions and references used towards KCSF in said Grant Agreement, will be interpreted as to be used towards PA, except if otherwise expressly foreseen in this Agreement;
  - 4.2.8. Ensure that all the staff engaged for purposes of this Agreement is fully competent and experienced to meet the requirements of the Job Descriptions set forth in Annex D. PA shall always consult with KCSF prior to intending to make any changes on its staff. KCSF is entitled to address any thoughts and concerns on the appointment or dismissal of PA staff members, in which case PA should take all the necessary measures to address KCSF's concerns;
  - 4.2.9. Immediately inform KCSF should there be any developments, internally or externally, that may, or may be reasonable expected to have an impact on the due implementation of the Project and this Agreement;
  - 4.2.10. All implementation plans, budgets and reports shall be approved in writing by KCSF unless otherwise agreed by the Parties;
  - 4.2.11. PA agrees to and understands that, although MFA is not a signatory party to this agreement, it is entitled to assume any rights as set forth in this agreement. In this sense, the dispute resolution provisions shall apply as foreseen for disputes occurring between PA and MFA;
  - 4.2.12. Except as otherwise provided in this Agreement, PA shall not have any authority to act for, or to assume any obligations or responsibilities on behalf of KCSF.
  - 4.2.13. Represents the Project towards the MFA only in cases explicitly stated in the Annex C which foresees specific limited cases where PA is also entitled to represent the Project towards MFA (alongside KCSF or alone). In all other situations not foreseen under Annex C, this entitlement shall belong to KCSF alone.

## **5. Guarantees**

- 5.1. Each party guarantees that:



- It is duly registered as non-governmental organization under the laws of Republic of Kosovo (applicable to KCSF) and non-profit organization under the laws of Albania (applicable to PA).
- Has the capacity, power and authority to conclude this Agreement. Furthermore, guarantees that it owns all the approvals to sign this Agreement, if so required;
- The establishing of this Agreement is in no way contrary to any law, sub-legal act or other agreement;
- The establishing of this Agreement does in no way affect/breach any other Contract of the Holder, and if so, then the Holder will take all necessary steps to cure this breach prior to the conclusion of this Agreement;
- Has taken all the necessary measures to cure any obstacles he may have or have had to conclude this Agreement.
- Have never been charged or sentenced for any criminal activity;
- PA guarantees that it has the necessary competence and internal procedures to meet the requirements of this Agreement;

## 6. Budget

- 6.1. For purposes of implementing this Agreement, a bank account or sub-account in Albania shall be established by PA, into which the Financial Amount shall be deposited.
- 6.2. KCSF shall transfer the Financial Amount to PA pursuant to Annex A – Budget, in the following bank account within five (5) working days upon acceptance of the respective financial amount from NOR/MFA:

Bank acc. name: Partnerët Shqipëri për Ndryshim dhe Zhvillim  
 Bank acc. no: 00000442855  
 IBAN Code: AL12 2121 1267 0000 0000 0044 2855

Bank Name CREDINS BANK  
 Bank Address Rr. Ismail Qemali 4, Tirane, Albania  
 SWIFT Code CDISALTR

- 6.3. PA shall be fully bounded by any restrictions foreseen in Annex A - Budget.
- 6.4. The Financial Amount shall be used exclusively for purposes of implementing and as regulated by this Agreement, and under no means for reasons unrelated to this Agreement.
- 6.5. PA shall inform KCSF of and submit any changes of any budget lines that exceed 10% of the respective budget line. PA shall not move forward with exceeding said budget line until it receives a written confirmation by KCSF to approve said extension.
- 6.6. Any and all transactions conducted between KCSF and PA shall be made in Euro (€) currency.
- 6.7. Any and all transactions conducted between PA and its grantees, shall be in Euro (€), and PA shall provide any and all necessary verification for the exchange rate used.
- 6.8. Other transactions made by PA related to this Agreement, made in ALL (Albanian Lek) shall be reported including any and all necessary verifications for the exchange rate used. The same applies to any and all transactions made by grantees that are reported to PA.



## **7. Reports**

7.1.PA shall submit to KCSF:

- 7.1.1. Trimester reports on any and all updates and implementation information, including but not limited to the main activities undertaken on the past month and main activities planned for the upcoming month, without judgment to Article 4.2.9 of this Agreement.
- 7.1.2. Annual reports - Progress reports (narrative and financial) for all activities conducted by PA, as well as relevant input for the overall project report, on annual basis. Narrative reporting is to be done minimally in accordance with the respective templates provided by the MFA whereas financial reporting is to be prepared according to the budget that is part of the contract between KCSF and MFA and reported in EUR.
- 7.1.3. Semiannual Financial reports – estimations of financial needs for the upcoming period, accompanied by a financial statement for the previous period;
- 7.1.4. The financial report shall include the content specified in Article 3 of the General Conditions of the Grant Agreement. The final financial report shall cover the entire Support Period and shall be submitted along with the final Annual progress report referred above.

7.2.Any and all reports to be submitted by PA to KCSF shall be made in accordance with requirements foreseen by Art. 2, 3 and 4 of the General Conditions of the Grant Agreement.

7.3.If PA is unable to meet the deadlines set out above, KCSF shall be informed immediately.

## **8. Audit Reports**

8.1.PA shall submit to KCSF:

- 8.1.1. An audit report covering the annual financial statements of the project by 10/10/2021. The audit report shall comply with the requirements set out in Article 7 of the Specific Conditions of the Grant Agreement and Article 5 of the General Conditions of the Grant Agreement. The management letter (matters for governance attention) shall be attached to the audit report.
- 8.1.2. Moreover, PA has the obligation to provide audit reports for the sub-grantees. PA is entitled to select the auditing company for the sub grantees in Albania, to sign contract and to make the related payment, and reflect said audit findings to its own audit report submitted to KCSF.

8.2.The audit report shall comply with the requirement set out in article 7 of the Specific Conditions of the Grant Agreement and Article 5 of the General Conditions of the Grant Agreement.

8.3.If PA is unable to meet the deadlines set out above, KCSF shall be informed immediately.

8.4.This Article does not prevent the Parties to conduct a joint auditing of the Project, subject to the results of the tendering procedures for the auditing company and based on an Annex to this Agreement.

## **9. Control Measures**

- 9.1. PA shall comply with Article 6 of the General Conditions of the Grant Agreement regarding Control measures.
- 9.2. All KCSF, MFA and the Norwegian Auditor General shall have the same access to undertake the control measures related to PA's use of the Financial Amount/Budget as described in Article 6 of the General Conditions in the Grant Agreement;
- 9.3. PA agrees to and understand that both KCSF and MFA are entitled to request any and all documents related to any and all matters directly or indirectly related to this Agreement. PA is obliged to answer any such request no later than 10 days from the day the request has been sent.

## **10. Other matters**

- 10.1. PA shall fully comply with the principles, responsibilities and restrictions set forth in the Grant Agreement and all its annexes, including but not limited to:
- 10.1.1. *Procurement* - For procurement purposes, PA is obliged to comply with Part III – Procurement of the Grant Agreement.
- 10.1.2. *Financial Management* - PA shall be subject to duties and obligations set forth under Article 7 of the General Provisions of the Grant Agreement.
- 10.1.3. *Exchange Rate Fluctuations* - PA shall be subject to duties and obligations set forth under Article 8 of the General Provisions of the Grant Agreement.
- 10.1.4. *Equipment, Consumables and Intellectual Property Rights* - PA shall be subject to duties and obligations set forth under Article 9 of the General Provisions of the Grant Agreement.
- 10.1.5. *Real Property* - PA shall be subject to duties and obligations set forth under Article 10 of the General Provisions of the Grant Agreement.
- 10.1.6. *Changes to the Project or the Grant Recipient* - PA shall be subject to duties and obligations set forth under Article 12 of the General Provisions of the Grant Agreement.
- 10.1.7. *Transparency* - PA shall be subject to duties and obligations set forth under Article 14 of the General Provisions of the Grant Agreement.
- 10.1.8. *(Measures to prevent) Financial irregularities* - PA shall be subject to duties and obligations set forth under Article 15 of the General Provisions of the Grant Agreement.
- 10.1.9. *Conflict of Interest* - PA shall be subject to duties and obligations set forth under Article 16 of the General Provisions of the Grant Agreement.

## **General Issues**

### **11. Effective Dates and Amendments**

- 11.1. This Agreement shall enter into force upon signing by both Parties. However, due to certain actions and activities that the signatory Parties have undertaken prior to the date of signing, which are directly related to this Agreement, this Agreement shall have retroactive effect in such manner that it shall take effect beginning from September 4<sup>th</sup>, 2018.
- 11.2. The parties expect this Agreement to be implemented during the period from September



2018 to August 2021, unless the Grant Agreement is amended to reflect different dates. In any case, the Agreement shall remain in effect until all obligations arising from it have been fulfilled, or until it is terminated in accordance with its provisions and the Grant Agreement. Neither party may assign or transfer all or any portion of this Agreement without the prior written consent of the other party. The provisions of this Agreement may only be amended or waived by mutual written agreement by both Parties. The individuals signing this Agreement on behalf of their respective entities represent and warrant that upon the signature of each, this Agreement shall have been duly executed by the entity each represents.

## **12. Notice**

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given to the following address:

**If to “KCSF”:**

Name: Teuta Purrini Xhabali  
Address: Musa Tolaj, Qendra Nartel, Lam A, H1,  
Kat.12, nr. 65-1, Lakrishtë, Prishtinë, Kosovë  
E-mail: teuta.p.xhabali@kcsfoundation.org  
Phone: +383 (0)38 600 633, +383 (0)38 600 644

**If to PA:**

Name: Klotilda Kosta  
Address: Rr. Sulejman Delvina, N.18, H.8, Ap.12,  
Bashkiake 5, Kutia Postare 2518/1, 1022, Tiranë,  
Shqipëri  
E-mail: ktavani@partnersalbania.org  
Phone: +355 (0) 4 2254881

or at such other address as parties may have furnished the other party by notice;

The above are the principal contacts for each party.

## **13. Entirety**

13.1. This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties. Such signature by both Parties may be made by tele facsimile.

13.2. Integral parts of this agreement shall include:

- Grant Agreement, including the following Annexes: Part I – Specific Conditions; Part II – General Conditions and Part III – Procurement Provisions
- Annex A – Budget
- Annex B – Results
- Annex C – Activities
- Annex D – Job Descriptions
- Annex E - MFA templates for narrative reporting



13.3. The parties agree and understand that the Grant Agreement, including the following Annexes: Part I – Specific Conditions; Part II – General Conditions and Part III – Procurement Provisions and Annex B: Results Framework, may be amended by MFA and/or KCSF, in line with Article 11.2 of this Agreement, and any and all changes reflected in said documents and consequently the Project, that affect this Agreement and its annexes, shall be considered as an amendment to this Agreement and shall automatically bind the Parties.

#### **14. Further Assurances**

Each Party shall execute such deeds, assignments, endorsements and other instruments and evidences of transfer, give such further assurances and perform such acts as are or may become necessary or appropriate to effectuate and to carry out the provisions of this Agreement. All such deeds, assignments, endorsements and other instruments and evidences of transfer and all other acts of any kind which are to be as of the date of this Agreement shall be delivered or taken as soon as possible following the date of this Agreement.

#### **15. Severability**

If any provisions of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

#### **16. Successors and Assigns**

Subject to the restrictions on transfers and other dispositions set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns.

#### **17. Liability**

17.1. KCSF shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by PA or its staff or property as a direct or indirect consequence of this Agreement. KCSF is not responsible for any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

17.2. PA 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 this Agreement. PA shall indemnify KCSF against any claim or action from PA's employees or third parties in relation to this Agreement.

17.3. KCSF shall be entitled to claim repayment of the Financial Amount from PA in the same instances and to the same extent that MFA is entitled to claim repayment from KCSF, as set forth in Article 11, Par. 2, point b. of General Conditions in the Grant Agreement. PA also agrees to and understands that MFA has the right to claim repayment directly from PA to the same extent as KCSF.

17.4. Should PA fail to comply with this Agreement and the Grant Agreement (except for



limitations expressly set forth in this Agreement), then, it shall be liable to indemnify KCSF for any and all losses suffered as a direct or inherent result of said failure.

## **18. Assignment**

- 18.1. The Agreement and/or the Budget may not be assigned to a third party without the prior written consent of KCSF, pursuant to Article 21.1. of the General Conditions of the Grant Agreement. This shall not, however, prevent transfers of parts of the Financial Amount to Grantees or the undertaking of necessary services and/or purchases or similar transactions required for the fulfillment of this Agreement, in accordance with this Agreement and its respective annexes.

## **19. Publication**

PA shall acknowledge KCSF role as a lead partner and MFA's support in all publications and other materials issued in relation to this Agreement. KCSF and MFA's logotype will be provided by KCSF. All use of KCSF and MFA's logotype must be approved by KCSF.

## **20. Breaches**

- 20.1. If PA fails to fulfill its obligations under this Agreement and/or if there is suspicion of financial irregularities, KCSF may suspend disbursement of all or part of the Budget.
- 20.2. In the event of material breach of the Agreement, KCSF may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Budget.
- 20.3. Material breach of the Agreement by PA shall include, without limitation, the following situations:
- a. All or part of the Budget has not been used in accordance with the Agreement and/or approved implementation plans and budget,
  - b. PA has made false or incomplete statements to obtain the Budget under this Agreement,
  - c. The use of the Budget has not been satisfactorily accounted for,
  - d. PA 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 PA,
  - f. PA has failed to inform KCSF of indication of financial irregularities within the Project in accordance with Article 15 of the General Conditions of the Grant Agreement,
  - g. PA has changes legal personality without prior notification to KCSF,
  - h. PA 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.
- 20.4. PA shall inform KCSF immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide KCSF with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.
- 20.5. KCSF may also suspend disbursements or terminate the Agreement with immediate



- effect if a material breach of another agreement between KCSF and PA has been established.
- 20.6. Non-material breaches, which directly or indirectly impact a due implementation of the Project, when aggregated or continuing should constitute a material breach. This types of breaches will benefit from a cure period of 10 days from day of occurrence of non-material breach, or 10 days from the date when the party not causing the breach send a written request to the breaching Party to cure the breach.
- 20.7. Without judgment or effect to other provisions of this Article, KCSF is responsible to deliver based on this Agreement and its respective annexes towards PA. In case KCSF does not duly fulfill its obligations and this affects PA's work in the project and fulfillment of obligations of the agreement, PA shall not be held responsible for not fulfilling its role and obligations in the agreement.

## **21. Termination/Dissolution**

- 21.1. Any Party may terminate this Agreement and its respective annexes, provided that:
- 21.1.1. It informs the other party three (3) months in advance;
- 21.1.2. The Support Period shall end three months after the date of the notice of termination. During these three months, PA may only use the Budget/Financial Amount to cover commitments that have been established before the date of the notice of termination
- 21.1.3. If the Project, respectively Activities and obligations of PA cannot continue without the Financial Amount, PA shall use these three months to discontinue or scale down said endeavors 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 KCSF.
- 21.1.4. PA shall submit a final report to KCSF 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 of the Grant Agreement 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.
- 21.1.5. Should PA not comply with all the above-stated preconditions to rightfully terminate this Agreement, then, it shall be liable for any and all loses causes to either KCSF and/or the Project as a result of said non-compliance. In the same fashion, should PA misuse the Financial Amount upon terminating this Agreement, it shall indemnify KCSF to the exact height of the misused amount.
- 21.1.6. The Agreement will be considered terminated when the final report has been approved by KCSF and any remaining funds have been repaid.

## **22. Choice of Law and Dispute Resolution**

- 22.1. The Parties agree that this Grant Agreement is governed by the laws of Republic of Kosovo, with the exception set forth under Article 22.3. This provision does not affect nor limit the application of Article 22.3.
- 22.2. The Parties hereby agree that, in the event of any dispute between the Parties relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event that the dispute cannot be resolved informally within 30 calendar and consecutive days, the Parties agree that the dispute will be resolved by the competent court in the Republic of Kosovo.



22.3. The parties agree that, in the event of any dispute between PA and MFA, PA shall accept the choice of law and settlement of dispute provisions in Article 24 of the General Conditions of the Grant Agreement in relation to any disputes arising between PA and MFA.

### 23. Copies

This agreement is signed in four copies, in the English language, two for each party. Each copy shall be considered the original agreement, but all of them together will be considered a single agreement. In the event of any discrepancies between this English language version and any latter translations, the English language shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in Prishtina, Republic of Kosovo by their duly authorized officers, effective as of the date and year first above written.

For and on behalf of:

**KOSOVAR CIVIL SOCIETY  
FOUNDATION – KCSF**

**PARTNERS ALBANIA FOR  
CHANGE AND DEVELOPMENT**

TAULANT HOXHA

JULIANA HOXHA



October 9<sup>th</sup>, 2018

Prishtina



Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

## GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

KOSOVAR CIVIL SOCIETY FOUNDATION - KCSF

REGARDING

KOS-18/0004, CIVIL SOCIETY PROGRAMME FOR ALBANIA AND  
KOSOVO

\*\*\*

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

## TABLE OF CONTENTS

1	SCOPE AND BACKGROUND .....	3
2	OBJECTIVES OF THE PROJECT .....	3
3	IMPLEMENTATION OF THE PROJECT .....	3
4	THE GRANT .....	4
5	DISBURSEMENT .....	4
6	REPORTING AND OTHER DOCUMENTATION .....	5
7	AUDIT .....	6
8	FORMAL MEETINGS .....	6
9	REVIEWS AND OTHER FOLLOW-UP MEASURES .....	6
10	PROCUREMENT .....	6
11	REPAYMENT OF INTEREST AND UNUSED FUNDS .....	6
12	NOTICES .....	7
13	SIGNATURES .....	8

6 25 *[Signature]*



Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

## 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 Royal Norwegian Embassy in Prishtina (the Embassy), and
- (2) Kosovar Civil Society Foundation - KCSF, a foundation duly established in Prishtina under registration number 5200002-5 (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 27.04.2018 (the Application) regarding financial support to the programme titled Civil Society Programme for Albania and Albania, KOS-18/0004 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
- 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 September, 2018 to August, 2021 (the Support Period).
- 1.3 The Parties have agreed to enter into an Agreement, consisting of this part I; Specific Conditions, part II; General Conditions, and part III; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.

### 2 OBJECTIVES OF THE PROJECT

- 2.1 The expected results of the Project are as follows:

The Project's planned effect on society is to strengthen civil society in Albania and Kosovo to contribute to priority areas and advancing EU accession process. (Impact).

The planned effect for the target group of the Project is to establish the civil society programme for Albania and Kosovo in order to support core activities and strengthen capacities of CSOs, in the following priority areas: 1) Non-discrimination and gender equality, 2) Independent media, 3) Minorities and marginalised groups, 4) Environmental protection and 5) Anti-corruption (Outcome).

- 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.

*[Handwritten signatures and initials]*

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

- 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 15 000 000 (Norwegian Kroner fifteen 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 MFA 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, including accrued interest, 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 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.

#### 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.
- 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/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

*[Handwritten signatures]*

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

that the requirements of the Agreement have not been met. Except for the Project's first year, the first disbursement each year is subject to MFA'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 MFA. All disbursements will be made to the following bank account:

Name of the account:	NGO-LOCAL KOS.CIV.SOC.FOUNDAT.
Account no.:	1110102014000116
IBAN no.:	XK051110102014000116
Name and address of the bank:	Pro Credit Kosovo, Nena Terese Bulevard, No. 16, 10000 Prishtina, Kosovo
Swift/BIC code:	MBKOKKPR
Currency of the account:	EUR

- 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 and the exchange rate applied.

## 6 REPORTING AND OTHER DOCUMENTATION

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

- A **progress report** covering the period from September to August shall be submitted to MFA by September 15 each year. The progress report shall include the content specified in article 2 of the General Conditions. MFA's standard reporting format shall be used.
- A **financial report** covering the period from September to August shall be submitted to MFA by September 15 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 f) of the Specific Conditions.
- An **audit report** covering the annual financial statements of the Project shall be submitted to MFA by October 29, 2021. 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.
- An updated **implementation plan and budget** covering the upcoming six months period shall be submitted to MFA together with the disbursement requests. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- A **final report** for the Support Period shall be submitted to MFA no later than two months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. MFA's standard reporting format shall be used.

- 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.

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

## 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").
- 7.2 Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.3 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 twice per year, tentatively in March and September each year 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 two 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 MFA 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 May 15, 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 included in the Project budget.
- 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.

## 11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 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 MFA as soon as possible and at the latest within 6

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

months. The repayment shall include any interest which have not been used for Project purposes, and other financial gain accrued on the Grant.

11.2 Repayments shall be made to the following bank account:

Name of the account: Royal Norwegian Embassy  
Account no.: 1501090000545019  
IBAN no.: XK051501090000545019  
Name and address of the bank: Raiffeisen Bank Kosovo J.S.C, UCK nr. 51, 10000  
Prishtina, Kosovo  
Swift/BIC code: RBKOKPR

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

## 12 NOTICES

12.1 All communication to MFA concerning the Agreement shall be directed to MFA at the following e-mail address: [project.prishtina@mfa.no](mailto:project.prishtina@mfa.no) .

12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to KCSF at the following e-mail address: [office@kesfoundation.org](mailto:office@kesfoundation.org) .

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



Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

### 13 SIGNATURES

- 13.1 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.
- 13.2 This Agreement has been signed in two -2- original copies in the English language. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Prishtina

Date: 04/09/2018



for the Norwegian Ministry of Foreign Affairs,

Per Strand Sjaastad

Ambassador

Embassy in Prishtina

for Kosovar Civil Society Foundation,

Venera Hajrullahu

Executive Director

#### Attachments:

Annex A: Approved budget for the Project  
Annex B: Results framework





Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

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

### TABLE OF CONTENTS

1	IMPLEMENTATION PLAN AND BUDGET .....	2
2	PROGRESS REPORT .....	2
3	FINANCIAL REPORT .....	2
4	FINAL REPORT .....	3
5	AUDIT .....	3
6	CONTROL MEASURES .....	4
7	FINANCIAL MANAGEMENT .....	5
8	EXCHANGE RATE FLUCTUATIONS .....	5
9	EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS .....	5
10	REAL PROPERTY .....	6
11	TRANSFER OF THE GRANT TO A COOPERATING PARTNER .....	6
12	CHANGES TO THE PROJECT OR THE GRANT RECIPIENT .....	7
13	EXTENSION OF THE SUPPORT PERIOD .....	7
14	TRANSPARENCY .....	7
15	FINANCIAL IRREGULARITIES .....	8
16	CONFLICT OF INTEREST .....	9
17	BREACH OF THE AGREEMENT .....	9
18	TERMINATION OF THE AGREEMENT .....	10
19	WAIVER AND IMMUNITIES .....	10
20	LIABILITY .....	10
21	ASSIGNMENT .....	10
22	RECOGNITION AND PUBLICATION .....	10
23	ENTRY INTO FORCE, DURATION AND AMENDMENT .....	11
24	CHOICE OF LAW AND SETTLEMENT OF DISPUTES .....	11

JH.

B  
JH.

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

## 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 account of materialised risk factors to the Project, including how these have been handled in the reporting period and/or will be handled in the future. Identified risks related to the climate and environment, gender equality, corruption and other financial mismanagement and human rights 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;
  - 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;

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

- 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 between the approved budget and the expenses charged/capitalised shall be highlighted with information on 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 standard, 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;
  - d) the financial reporting framework applied;
  - e) the auditing standards applied;

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

- 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.

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

## 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.
- 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, 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.

<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.

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

- 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 unless otherwise agreed by the Parties.

## 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.
- 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:

*C. B. Jørgen*



Standard:	<b>Norwegian and Non-Norwegian NGOs</b>	Revision no.:	1
General Conditions	<b>Grant Management Regime I and II</b>	Date:	01.03.2016

- 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**

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

JA

C B J. Lee

Standard:	<b>Norwegian and Non-Norwegian NGOs</b>	Revision no.:	1
General Conditions	<b>Grant Management Regime I and II</b>	Date:	01.03.2016

- a) a copy of this Agreement;
- 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 to be financed by the Grant;
- c) the names and nationalities of the respective agreement parties and, if relevant, any further 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.
- 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.

Standard:	<b>Norwegian and Non-Norwegian NGOs</b>	Revision no.:	1
General Conditions	<b>Grant Management Regime I and II</b>	Date:	01.03.2016

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 occur, 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.
- 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.

6 B

Spur

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

## 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 staff or property as a direct or indirect consequence of the Project. 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 employees 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

- 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.

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
General Conditions	Grant Management Regime I and II	Date:	01.03.2016

## 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
- the courts in the legal venue of the Grant Recipient, or
  - 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.

Standard: Procurement Provisions	Norwegian and Non-Norwegian NGOs Grant Management Regime I and II	Revision no.: 1 Date: 01.03.2016
-------------------------------------	--	-------------------------------------

## 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.



Standard: Procurement Provisions	Norwegian and Non-Norwegian NGOs	Revision no.:	1
	Grant Management Regime I and II	Date:	01.03.2016

- 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;

*C* *BS*  
*fall*

Standard: Procurement Provisions	<b>Norwegian and Non-Norwegian NGOs Grant Management Regime I and II</b>	Revision no.: 1	Date: 01.03.2016
-------------------------------------	--	-----------------	------------------

- 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.

gH

6 11  
Grove

Standard: Procurement Provisions	Norwegian and Non-Norwegian NGOs	Revision no.:	1
	Grant Management Regime I and II	Date:	01.03.2016

- 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>

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

Standard:	Norwegian and Non-Norwegian NGOs	Revision no.:	1
Procurement Provisions	Grant Management Regime I and II	Date:	01.03.2016

- 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.

84

2

DS

Free

# Budsjett

Name of the project: Civil society programme for Albania and Kosovo  
Project period: 2018-2021  
All amounts in EUR

1 EUR = 9 6758 NOK

Budget item	Year 1				Year 2				Year 3				Total	Note
	Number	Unit	Unit cost	Cost	Number	Unit	Unit cost	Cost	Number	Unit	Unit cost	Cost		
Grant applicant (Mosover Civl Society Foundation), total				453 700				453 700				454 200	1 361 600	
1 Personnel costs				24 000				24 000				24 000	72 000	
2 Travel				2 100				2 100				2 100	6 300	
2.1 Local Travel	12	Months	100	1 200	12	Months	100	1 200	12	Months	100	1 200	3 600	
2.2 Regional Travel - Albania-Kosovo	6	Visits	150	900	6	Visits	150	900	6	Visits	150	900	2 700	
3 Specific project-related costs				414 100				414 100				409 100	1 237 300	
3.1 Promotion	1	Lump Sum	2 000	2 000	1	Lump Sum	2 000	2 000	1	Lump Sum	2 000	2 000	6 000	
3.2 Evaluation Committee Meeting Costs	2	Meetings	100	200	2	Meetings	100	200	2	Meetings	100	200	600	
3.3 Evaluation Committee Member Fee	42	Days	150	6 300	42	Days	150	6 300	42	Days	150	6 300	18 900	The cost associated to the remuneration of independent experts envisaged for the evaluation of the project proposals administered within the scheme. The daily rate and man days allocated are based on historical data within the head applicant and the partner on projects of similar scope. The budget line envisages independent evaluation cost of EUR 150 per 2 Evaluation Committees (Kosovo and Albania) consisting of three members (in total six), with an allocation of seven man days for evaluation of estimated 80 eligible applications received.
3.4 Grants Fund (Alb & Kos)	1	Lump Sum	405 000	405 000	1	Lump Sum	405 000	405 000	1	Lump Sum	400 000	400 000	1 210 000	
3.5 Bank Charges	1	Annual	600	600	1	Annual	600	600	1	Annual	600	600	1 800	
4 Operating costs				10 000				10 000				10 000	30 000	The operating costs accounted for in the budget reflect proportionate allocation of the listed items based on project funding proportion and entail directly attributable costs to the project.
4.1 Office Consumables	12	Months	100	1 200	12	Months	100	1 200	12	Months	100	1 200	3 600	
4.2 Office Utility Costs	12	Months	400	4 800	12	Months	400	4 800	12	Months	400	4 800	14 400	
4.3 Communication	12	Months	250	3 000	12	Months	250	3 000	12	Months	250	3 000	9 000	
4.4 Office Vehicle Maintenance	1	Lump Sum	1 000	1 000	1	Lump Sum	1 000	1 000	1	Lump Sum	1 000	1 000	3 000	
5 Evaluation				0				0				5 500	5 500	
5.1 Evaluation of the programme				0				0				5 500	5 500	
6 Audit				3 500				3 500				3 500	10 500	
6.1 Auditing for the programme	1	Annual	3 500	3 500	1	Annual	3 500	3 500	1	Annual	3 500	3 500	10 500	
Partner 1 (Partners Albania), total				29 220				29 220				28 720	87 160	
1 Personnel costs				21 600				21 600				21 600	64 800	
2 Travel				1 700				1 700				1 700	5 100	
2.1 Local Travel	12	Months	100	1 200	12	Months	100	1 200	12	Months	100	1 200	3 600	
2.2 Regional Travel - Albania-Kosovo	2	Visits	250	500	2	Visits	250	500				0	1 000	New budget line added, replacing budget line 5.2 for Management Review. The regional travel cost for the partner are envisaged for bi-annual meetings with Embassy.
3 Specific project-related costs				2 400				2 400				2 400	7 200	
3.1 Promotion	1	Lump Sum	2 000	2 000	1	Lump Sum	2 000	2 000	1	Lump Sum	2 000	2 000	6 000	
3.2 Bank Charges	1	Annual	400	400	1	Annual	400	400	1	Annual	400	400	1 200	
4 Operating costs				2 770				3 520				3 520	9 810	The operating costs accounted for in the budget reflect proportionate allocation of the listed items based on project funding proportion. And entail directly attributable costs to the project.
4.1 Office Consumables				0	12	Months	60	720	12	Months	60	720	2 160	
4.2 Office Utility Costs	12	Months	100	1 200	12	Months	100	1 200	12	Months	100	1 200	3 600	
4.3 Communication	12	Months	48	576	12	Months	50	600	12	Months	50	600	1 770	
4.4 Office Vehicle Maintenance	1	Lump Sum	1 000	1 000	1	Lump Sum	1 000	1 000	1	Lump Sum	1 000	1 000	3 000	
5 Purchase of equipment				750				0				0	750	
5.1 Purchase of PCs	1	piece	750	750				0				0	750	
Direct operating costs, total				482 920				482 920				482 920	1 448 760	
Indirect operating costs (7 %)				33 804				33 804				33 804	103 413	The envisaged indirect Operating Costs entail costs of support staff (overall quality assurance/management, finance/accounting, administration and logistics) as well as office maintenance costs and employee benefits such as: employer pension contribution, health insurance, annual and sick leave, and maternity leave for both partners. Same costs could have been presented as support staff under personnel costs, however, due to variations of engagement in the scope of the project it is considered more practical and accurate under the IOC, at the same time offering flexibility to the partners to engage different resources at a given point.
Project costs total				516 724				516 724				516 724	1 552 173	

70

En PS Eide

Budsjett														
Name of the project: Civil society programme for Albania and Kosovo														
Project period: 2018-2021														
All amounts in EUR														
1 EUR = 9.6756 MKD														
Budget item	Year 18				Year 19				Year 20				Total	Note
	Number	Unit	Unit cost	Cost	Number	Unit	Unit cost	Cost	Number	Unit	Unit cost	Cost		
Grand applicant (European Civil Society Foundation) total				287,150				287,150				287,150	863,950	
1 Personnel costs				24,000				24,000				24,000	72,000	
</														

# Budsjett

Name of the project: Civil society programme for Albania and Kosovo  
Project period: 2018-2021  
All amounts in EUR

1 EUR = 9.6758 NOK

Budget Item	[Year 1]				[Year 2]				[Year 3]				Total	Note
	Number	Unit	Unit cost	Cost	Number	Unit	Unit cost	Cost	Number	Unit	Unit cost	Cost		
Partner 1 (Partners Albania), total				185,770				185,770				185,770	684,816	
1 Personnel costs				21,600				21,600				21,600	64,809	
2 Travel				1,700				1,700				1,700	4,600	
2.1 Local Travel	12	Months	100	1,200	12	Months	100	1,200	12	Months	100	1,200	3,600	
2.2 Regional Travel - Albania-Kosovo	2	Visits	250	500	2	Visits	250	500				0	1,000	New budget line added, replacing budget line 5.2 for Management Review. The regional travel cost for the partner are envisaged for bi-annual meetings with Embassy
3 Specific project-related costs				167,550				167,550				165,550	500,650	
3.1 Promotion	1	Lump Sum	2,000	2,000	1	Lump Sum	2,000	2,000	1	Lump Sum	2,000	2,000	6,000	
3.3 Evaluation Committee Member Fee	21	Days	150	3,150	21	Days	150	3,150	21	Days	150	3,150	9,450	The cost associated to the remuneration of independent experts envisioned for the evaluation of the project proposals administered within the scheme. The daily rate and man days allocated are based on historical data within the lead applicant and the partner on projects of similar scope. The budget line envisages independent evaluators cost of EUR 150 per 1 Evaluation Committee (Albania) consisting of three members with an allocation of seven man days for evaluation of estimated 80 eligible applications received.
3.4 Grants Fund (Aib & Kos)	1	Lump Sum	162,000	162,000	1	Lump Sum	162,000	162,000	1	Lump Sum	162,000	162,000	484,000	
3.2 Bank Charges	1	Annual	400	400	1	Annual	400	400	1	Annual	400	400	1,200	
4 Operating costs				2,770				2,520				3,520	9,816	The operating costs accounted for in the budget reflect proportionate allocation of the listed items based on project funding proportion and entail directly attributable costs to the project.
4.1 Office Consumables				0	12	Months	60	720	12	Months	60	720	1,440	
4.2 Office Utility Costs	12	Months	100	1,200	12	Months	100	1,200	12	Months	100	1,200	3,600	
4.3 Communication	12	Months	48	576	12	Months	50	600	12	Months	50	600	1,770	
4.4 Office Vehicle Maintenance	1	Lump Sum	1,000	1,000	1	Lump Sum	1,000	1,000	1	Lump Sum	1,000	1,000	3,000	
5 Audit				1,400				1,400				1,400	4,200	
5.1 Auditing for the programme	1	Annual	1,400	1,400	1	Annual	1,400	1,400	1	Annual	1,400	1,400	4,200	
5 Purchase of equipment				750				0				0	750	
5.1 Purchase of PCs	1	piece	750	750				0				0	750	
Indirect operating costs (7.5%)				13,704				13,704				13,529	40,937	The envisaged Indirect Operating Costs entail costs of support staff (overall quality assurance/management, finance/accounting, administration and logistics) as well as office maintenance costs and employee benefits such as: employer pension contribution, health insurance, annual and sick leave, and maternity leave for both partners. Same costs could have been presented as support staff under personnel costs, however, due to variations of engagement in the scope of the project it is considered more practical and accurate under the IOC, at the same time offering flexibility to the partners to engage different resources at a given point.
Project costs total				209,474				209,474				206,799	625,746.71	

78.

Falco



No	Activity	Responsible Partner	Year 1												Year 2				Year 3			
			M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
1 Establishing the scheme and finalizing structures, documents and project team																						
1.1	Inception Phase	KCSF & PA																				
1.2	Finalize intervention modalities along with recommendations	KCSF & PA																				
	Design the detailed intervention strategy and action plan, along with instruments and modalities to be exercised	KCSF & PA																				
1.3		KCSF & PA																				
1.4	Draft Job Descriptions for new staff	KCSF & PA																				
1.5	Recruit new staff	KCSF & PA																				
1.6	Draft ToRs, rules of procedure and guidelines for Evaluation members (GB)	KCSF & PA																				
1.7	Appoint and Approve Evaluation members	KCSF & PA																				
2 Finalize application procedures, forms and implementation documents																						
2.1	Develop eligibility criteria for all priority areas	KCSF & PA																				
2.2	Develop eligibility criteria for all intervention instruments	KCSF & PA																				
2.3	Design procedures for intervention instruments	KCSF & PA																				
2.4	Adapt application forms and annexes	KCSF & PA																				
2.5	Adapt narrative and financial reporting guidelines	KCSF & PA																				
2.6	Adapt visibility guidelines	KCSF & PA																				
2.7	Adapt complaint mechanism	KCSF & PA																				
2.8	Adapt contract templates	KCSF & PA																				
2.9	Develop other implementation and financial forms	KCSF & PA																				
3 Launch and promote the scheme																						
3.1	Design project promotion materials	KCSF & PA																				
3.2	Schedule media appearance	KCSF & PA																				
3.3	Officially launch the programme	KCSF & PA																				
3.4	Develop web link and social networks pages	KCSF & PA																				
3.5	Launch call for applications	KCSF & PA																				
3.6	Communicate with and inform the potential applicants on regular basis	KCSF & PA																				
3.7	Organize information sessions in both countries	KCSF & PA																				
4 Administer and assess grant applications																						
4.1	Receive and archive grant applications	KCSF & PA																				
	Check complementarity and overlap with other grant schemes implemented by partners	KCSF & PA																				
4.2		KCSF & PA																				
4.3	Organize and prepare materials for assesment by Grants Board	KCSF & PA																				
4.4	Design evaluation guidelines and evaluation system	KCSF & PA																				
4.5	Collect individual evaluations	KCSF & PA																				
4.6	Organize meeting between KCSF & PA	KCSF & PA																				
4.7	Notify all applicants on the evaluation results	KCSF & PA																				
4.8	Collect additional documents and forms from successful applicants	KCSF & PA																				
5 Contract approved grants																						
5.1	Assist applicants in completing contracting dossier	KCSF & PA																				
5.2	Sign contracts with grantees	KCSF & PA																				
5.3	Develop and publish grantees fact-sheets	KCSF & PA																				
6 Assist grantees during implementation																						
6.1	Support grantees in understanding programme reporting requirements	KCSF & PA																				
6.2	Define monitoring contractual arrangements	KCSF & PA																				
	Identify capacity building needs to be addressed by implementing partners - complementary programs (Resource Centre)	KCSF & PA																				
6.3		KCSF & PA																				
6.4	Facilitate monitoring of grantees for Norwegian Embassy representatives	KCSF & PA																				
6.5	Communicate with grantees on reporting, visibility, reallocations and AOB	KCSF & PA																				

JA

Indre



**RESULTS FRAMEWORK: Civil Society Programme for Albania and Kosovo (KCSF & PA)**

LEVEL	EXPECTED RESULT	INDICATORS	Indicator data				Data source of verification	Comments
			BASELINE Y0	TARGET Y1	TARGET Y2	FINAL TARGET Y3		
IMPACT	Strong and vibrant civil society in Albania and Kosovo, contribute to five priority areas* and advance EU accession process.	<p>Increased number of CSOs that contribute to five priority areas of the programme.</p> <p>CSO capacities are increased, as a result contribute in five priority areas and EU accession criteria.</p>	Insufficient involvement of civic sector in five priority areas of the programme	CSOs are financially supported in their core activities and strengthened in their capacities, as a result contribute to EU reform processes.	CSOs are financially supported in their core activities and strengthened in their capacities, as a result contribute to EU reform processes.	A critical mass of CSOs are active and have the capacities to contribute in five priority areas of the civil society programme for Albania and Kosovo.	<p>Insights from various reports with regards to civil society involvement in reform processes (EC Country reports for Albania and Kosovo, World Bank Reports, BCSDN Monitoring Matrix on enabling environment for Civil Society Development</p> <p>Transparency International Index, Freedom</p>	<p>* 1. Non-discrimination and gender equality, 2. Independent media, 3. Minorities and marginalized groups, 4.Environmental protection, 5. Anti-Corruption</p> <p>* The results of impact indicators are subject to numerous external factors. Thus, neither all merits nor all failures to achieve results can be fully attributed to this project.</p>

HA

in PS

Index

							House Report etc.	
<b>OUTCOM E 1</b>	<b>Establish the civil society programme for Albania and Kosovo.</b>	Amount of funds available to support core activities and capacities of CSOs in Albania and Kosovo is approximately EUR 1,200,000.00 (3 years).	<b>Norwegian civil society programme for Albania and Kosovo does not exist.</b>	<b>Norwegian civil society programme for Albania and Kosovo is established.</b>  Approximate EUR 400,000.00 are disbursed to grantees.	<b>Norwegian civil society programme for Albania and Kosovo continues to function effectively.</b>  Approximate EUR 400,000.00 are disbursed to grantees.	<b>Norwegian civil society programme for Albania and Kosovo is well known and appreciated among donors, civil society, and state authorities in both countries.</b>  Approximate EUR 1.200,000.00 are disbursed to grantees.	<b>Annual financial and audit reports of the project.</b>  For details, see output level means of verification.	
<b>OUTPUT 1.1</b>	Governance structures (GS) for the Norwegian civil society programme for Albania and Kosovo are established.	Documentatio n regulating the Project Team, Management Body, and Grants Evaluation Board (GEB) are finalized.	N/A	Governance structures up and running.	Governance structures up and running.	Governance structures up and running.	TORs for respective governance bodies, GS meetings and decisions, Contracts with evaluators, Agendas Meeting minutes etc.	






OUTPUT 1.2	Sub-granting procedures, calls for proposals, specific priority areas, application forms and other documents are adapted and finalized.	Documentation for the calls for applications developed, adapted where available and finalized.	Grant making procedures and practices available of two partners (KCSF and PA).	Adaptation of grant making procedures and tailor-made granting documentation finalized. Norwegian Civil society programme established.	Sub granting documentation reviewed and lessons learned used for 2nd and 3 <sup>rd</sup> year.	Sub granting documentation reviewed and lessons learned used for next phase (beyond 2020).	Call for proposals, Guidelines and application forms, Reporting and visibility guidelines, assessment criteria, grant contracts, etc.	Based on specificities of the programme the adaptation of the existing procedures, guidelines and forms is planned to serve the best intentions of this programme.
OUTCOME 2	CSOs core activities are supported and capacities strengthened	Awarded CSOs supported in core activities and capacity building that contribute in five priority areas of the civil society programme.	Insufficient involvement of CSOs in five priority areas of the programme	Awarded CSOs are financially supported in their core activities and capacity programs and contribute to reform processes.	Awarded CSOs are financially supported in their core activities and capacity programs and contribute to reform processes.	Awarded CSOs are financially supported in their core activities and capacity programs and contribute to reform processes.	See output level for means of verification.	Subject to financing thresholds and modalities of support (core activities and capacities) a revision will take place prior to launching the first call for applications.
OUTPUT 2.1	Call for proposals launched and promoted.	Call for project applications published.	KCSF and PA existing templates.	At least 1 call for applications, for Albania and Kosovo, launched and promoted.	At least 1 call for applications, for Albania and Kosovo, launched and promoted.	At least 1 call for applications, for Albania and Kosovo, launched and promoted.	Calls are public, website link, social media adds, daily newspapers	KCSF/PA will engage in internal review after 1st year of programme design and upon lessons

JA

— B Ape

				At least 6 information sessions organized in 6 regions (3 for each country).	At least 6 information sessions organized in 6 regions (3 for each country).	At least 6 information sessions organized in 6 regions (3 for each country).	Information sessions, agenda and photos, Call distributed to at least 3000 recipients etc.	learned adapt the next calls for applications.
<b>OUTPUT 2.2</b>	Administratio n of applications.	Administrative check and review against eligibility criteria accomplished.	0	At least 100 applications undergo administrative control to check against eligibility criteria.	At least 100 applications undergo administrative control to check against eligibility criteria.	At least 100 applications undergo administrative control to check against eligibility criteria.  In total, in 3 years at least 300 applications.	Complete list of applications. List of applicants passing eligibility criteria (excel).	
<b>OUTPUT 2.3</b>	Project proposals assessed and recommended for support.	Number of GEB meetings and projects assessed. Number of projects recommended to Norwegian embassy for support.	0	At least 70 project proposals assessed.	At least 70 project proposals assessed.	At least 70 project proposals assessed.  In total, in 3 years at least 210 project proposals assessed.	List of projects assessed. GEB meeting minutes. Individual and consolidated evaluation grids. Short list of projects recommended for support.	

*Signature* *25*

<b>OUTPUT 2.4</b>	Grants awarded	Number of project proposals approved for support.	0	Up to 10 grants awarded.	Up to 10 grants awarded.	Up to 10 grants awarded.  In total, after 3 years up to 30 CSO initiatives supported for their core activities and building capacities.	List of approved grants. Grant contracts with annexes. Web link with supported projects. First instalment transfers etc.	Target for Y1 and subsequent years may vary subject to financing thresholds and modalities of support agreed with the donor prior to launching the first call in 2018.
<b>OUTPUT 2.5</b>	Grantees are supported by KCSF and PA on contractual obligations.	Number of inception sessions and meetings with awarded CSOs.	0	At least one inception meeting for each grantee on a) narrative and financial reporting, b) visibility guidelines and c) rules on reallocations, no cost extensions, VAT etc.	At least one inception session for each grantee on a) narrative and financial reporting, b) visibility guidelines and c) rules on reallocations, no cost extensions, VAT etc.	At least one inception session for each grantee on a) narrative and financial reporting, b) visibility guidelines and c) rules on reallocations, no cost extensions, VAT etc.	Inception session materials, reporting and, visibility guidelines, Templates, VAT exemption forms etc. Individual meetings and mentoring notes.	
<b>OUTPUT 2.6</b>	Monitoring visits at all grantees conducted.	Number of monitoring visits/travels;	0	Up to 20 monitoring visits (in office and during activities).	Up to 20 monitoring visits.	Up to 20 monitoring visits.	Monitoring reports (ad-hoc, office, financial monitoring).	Targets may vary depending on the number of grants awarded



						In total, after 3 years up to 60 monitoring visits.	Travel verifications.	(subject to output 2.4). During lifetime of a grantee project two monitoring visits are planned (1 during project activities and 1 in the office).
<b>OUTPUT 2.7</b>	Narrative and financial reports of grantees approved.	Number of narrative and financial reports received, reviewed and approved.	0	Up to 10 midterm reports and 10 final reports reviewed and approved. In total, 20 reports approved.	Up to 10 midterm reports and 10 final reports reviewed and approved.	Up to 10 midterm reports and 10 final reports reviewed and approved.  In total, after 3 years up to 60 reports approved.	Midterm (6 months) narrative and financial reports.  Final (annual) narrative and financial reports.	Grantees are required to report every six months. Hence, during 1 <sup>st</sup> year each grantee will report at least twice.
<b>OUTPUT 2.8</b>	Financial audit of awarded grantees completed.	Number of financial audits completed.	0	Up to 10 audits of grantees completed.	Up to 10 audits of grantees completed.	Up to 10 audits of grantees completed.	Call for tenders to contract auditing firm TORs Contract with auditing company Grantee audit reports. Final instalments.	As common practice we plan to commission an independent financial auditing for all sub-grantees. This ensures uniform approach towards all sub-

*Blue* *h* *PS*

							Grant closure forms etc.	grantees and will lead financial verification of all amounts disbursed to sub-grantees.
<b>OUTPUT 2.9</b>	Management review completed.	Lessons learned and best practices discussed and feed programming for next year.	N/A	A list of recommendations and lessons learned developed and agreed.	A list of recommendations and lessons learned developed and agreed.	A list of recommendations and lessons learned developed and agreed.	Review approach, Agenda of meetings, List of lessons learned Agreed changes etc.	After 2 <sup>nd</sup> year amid term review is envisaged to take stock of lessons learned.
<b>OUTPUT 2.10</b>	Audit of the Norwegian civil society programme completed.	Audit for the scheme launched, contracted and completed.	N/A	Financial audit report for the 1 <sup>st</sup> year of the civil society programme completed.	Financial audit report for the 1 <sup>st</sup> year of the civil society programme completed.	Financial audit report for the 1 <sup>st</sup> year of the civil society programme completed.	Call for auditing firms TORs Contract Audit report	For projects of this size, besides annual organizational audits of the partners, a separate financial audit is undertaken.