

Template: Specific Conditions (part I)	Norwegian NGOs Grant Management Regime I ADAPTED FOR ASP 23/3/20 – Covid19 JUR/AMOR	Revision no.: Date:	3 21.10.2019 –
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GRANT AGREEMENT

between

The Norwegian Agency for Development Cooperation

and

Right to Play Norway

regarding

GLO-3395, QZA-19/0253

Enhancing Quality and Inclusive Education (EQIE)

and

Play for the Enhancement of Quality of Education, Mali

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PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Agency for Development Cooperation (Norad), represented by the Department for Civil Society and Private Sector, and
 - (2) Right to Play, a foundation duly established in Norway under registration number 980 453 154 (the Grant Recipient),
- jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to Norad dated 01.10.2019 regarding financial support to the programme titled GLO-3395, QZA-19/0253, Enhancing Quality and Inclusive Education (EQIE) (the Project), which includes the programme titled GLO-3395 QZA-15/0469 Addendum 1. The estimated costs of the Project are indicated in the budgets attached as Annex A and Annex B to this Agreement.
- 1.2 Norad has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from 01.01.2020 to 31.12.2024 (the Support Period). The support period for the project stream “Play for the Enhancement of Quality of Education, Mali” which continues from the Agreement QZA-15/0469 shall be limited to 31.12.2021.
- 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.
- 1.4 This agreement includes a continuation of the agreement QZA-15/0469 Addendum 1 “Play for the Enhancement of Quality of Education, Mali” for the period 2017-2021. The estimated cost for this project stream for the whole period 2017-2021 is indicated in the budget attached as Annex B to this Agreement.

2 OBJECTIVES OF THE PROJECT

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

The Project’s planned effect(s) on society are (Impact):

Boys and girls, including children with disabilities, in target educational institutions have improved holistic learning.

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

Increased integration by use of child-centred, play-based and active learning methodologies to enhance children's reading skills in target educational institutions.

Increased retention of out-of-school girls and children with disabilities.

- 2.2 The results frameworks are included as Annex C and Annex D to this Agreement, where Annex D is a continuation of the results framework for the project stream "Play for the Enhancement of Quality of Education, Mali". The Grant Recipient shall submit a revised Annex C results framework for approval within 01.10.2020. The revised results framework shall include baseline values and targets where these are missing. Disaggregation on disability and gender shall also be included in the revised framework where relevant.

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 as well as any later amendments to the above documents which are approved by Norad. Due to the extraordinary situation created by the Covid-19 outbreak, an updated implementation plan and budget covering the year 2020 shall be submitted to Norad by 1 August 2020. The implementation plan and budget shall include the content listed in article 1 of the General Conditions. The Civil Society and the Private Sector Department's standard formats shall be used.
- 3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.
- 3.3 The Grant Recipient shall continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of any potential negative effects of the Project in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Project:
- anti-corruption
 - climate and environment,
 - women's rights and gender equality, and
 - human rights (with a particular focus on participation, accountability and non-discrimination)
- 3.4 The Grant Recipient shall immediately inform Norad of any circumstances likely to hamper or delay the successful implementation of the Project.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 182 825 389 (Norwegian Kroner one hundred eighty two million eight hundred and twenty five thousand three hundred and eighty nine). This includes NOK 15 075 389 (Norwegian kroner fifteen million seventy five thousand three hundred eighty nine) which is transferred from the previous agreement QZA 15/0469 and shall be allocated for the continuation of the support for "Play for the Enhancement of Quality of Education, Mali"
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.

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

2020: NOK 33 550 000 and NOK 7 426 300 for «Play for the Enhancement of Quality of Education, Mali»
2021: NOK 33 550 000 and NOK 7 649 089 for «Play for the Enhancement of Quality of Education Mali»
2022: NOK 33 550 000
2023: NOK 33 550 000
2024: NOK 33 550 000

- 4.3 The Grant shall be used exclusively to finance the actual costs of the implementation of the Project, during the Support Period.
- 4.4 At least 10 % of the Project's total costs shall be covered by funds that do not originate, directly or indirectly, from grants from Norad or another Norwegian central government body. This contribution shall be identified in the Project's financial statements. See Special Provisions article 12 for Covid-19 related measures applicable in 2020.
- 4.5 The Grant may be used to cover overheads/indirect costs up to a maximum of 7 % of Norad's pro rata share of the incurred direct costs of the Project.
- 4.6 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.
- 4.7 The Grant Recipient may apply for additional funding to the Project during the Support Period only upon written invitation from Norad.

5 DISBURSEMENT

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon Norad's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement. The second disbursement in the first year of the Project shall be subject to Norad's receipt and approval of an updated results framework, as per article 2.2. The second disbursement in 2020 shall also be subject to Norad's receipt and approval of an updated budget and implementation plan for 2020, as per article 3.1.
- 5.2 Financial need refers to the budgeted expenditure for the upcoming period, minus any funds available to the Project from all other sources during the same period.
- 5.3 The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget.
- 5.4 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.

- 5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. Norad may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the Project's first year, the first disbursement each year is subject to Norad's receipt and approval of the updated implementation plan and budget, while the second disbursement each year is subject to Norad's receipt and approval of the latest progress report and financial report.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants from Norad. All disbursements will be made to the following bank account:

Name of the account: Right to Play
Norway
Account no.: 9230 09 41585
IBAN no.: NO12 9230 0941 585
Name and address of the bank: BN Bank
ASA, Postboks 2415 Sluppen, 7005
Trondheim, Norway
Swift/BIC code: KBNONO22XXX
Currency of the account: NOK

6 REPORTING AND OTHER DOCUMENTATION

- 6.1 The following shall be submitted by the Grant Recipient to Norad:
- a) A **progress report** covering the period from January to December shall be submitted to Norad by 1 June each year. The report to be delivered in the last year of the Support Period shall cover the period from the start of the Support Period to 31 December 2023. The progress report shall include the content specified in article 2 of the General Conditions. The Department for Civil Society and the Private Sector's standard reporting format shall be used.
 - b) A **financial report** covering the period from January to December shall be submitted to Norad by 1 June each year. The financial report shall include the content specified in article 3 of the General Conditions. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 6.1 e) of the Specific Conditions.
 - c) An **audit report** covering the annual financial statements of the Project shall be submitted to Norad by 1 June each year. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report.
 - d) An updated **implementation plan and budget** covering the period from January to December shall be submitted to Norad by 1 November each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions. The Civil Society and the Private Sector Department's standard formats shall be used.
 - e) A **final report** for the Support Period shall be submitted to Norad no later than five months after the end of each of the Support Periods. The final reports shall include the content listed in article 4 of the General Conditions. The Department for Civil Society and the Private Sector's reporting format shall be used.
- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, Norad shall be informed in writing immediately.

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

7 AUDIT

- 7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The auditor shall comply with all ISAs relevant to the audit, ref. ISA 200 (Overall objectives of the independent auditor and the conduct of an audit in accordance with international standards on auditing), paragraphs 18 and 20. Of particular relevance is ISA 240, (the Auditor's responsibility to Consider Fraud and Error in an Audit of Financial Statements), and ISA 805 ("Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement"). Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.2 The Grant Recipient is responsible for submitting the audit report to Norad within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings once per year, tentatively in September in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by Norad.
- 8.2 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period.
- 8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to Norad no later than two weeks after the meeting for comments and approval.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 A mid-term review focusing on progress to date shall be carried out by December 2022. Right to Play Norway shall draft the terms of reference for the review and submit them to Norad 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, Norad shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to Norad without undue delay.

10 PROCUREMENT

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

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 Interest accrued on the Grant during the course of a year shall be repaid to Norad by 31 January the following year. If the Grant Recipient receives several grants from Norad, the interest on these grants should be repaid in one instalment. The instalment shall be documented by a copy of the annual bank statement for the account.
- 11.2 Upon the end of the Support Period or upon termination of this Agreement, any unused funds that total NOK 500 or more shall in its entirety be repaid to Norad as soon as possible and at the latest within 6 months. The repayment shall include any interest and other financial gain accrued on the Grant and not previously repaid.

- 11.3 Repayments shall be made to the following bank account:

Name of the account: Norad
Account no.: 7694.05.14815
IBAN no.: NO31 7694 0514815
Name and address of the bank: DNB BANK ASA, 0021 Oslo
Swift/BIC code: DNBANOKKXXX

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

12 SPECIAL PROVISIONS

12.1 Norad will, due to the extra ordinary situation created by the outbreak of Covid-19, waive the requirement for Partner contribution as specified in the Agreement’s Specific Conditions article 4.4 for the year 2020. This waiver will apply for 2020 only.

12.2 The following text shall replace General Conditions article 12 2. d): changes to the Project’s annual budget that imply reallocation of more than 10 % of a budget line. Due to the extraordinary circumstances related to Covid-19, reallocation up to 20 % without pre-approval will be allowed for the year 2020.

12.3 This Agreement includes a continuation of agreement QZA-15/0469 Addendum 1 “Play for the Enhancement of Quality of Education, Mali. The agreement QZA-15/0469 Addendum 1 is to be closed and is merged into this Agreement.

13 NOTICES

- 13.1 All communication to Norad concerning the Agreement shall be directed to the Department for Civil Society and the Private Sector at the following address/e-mail address:
SIVSA.NORAD-Post@norad.no

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Right to Play Norway/Thomas Breistein at the following address/e-mail address: kontakt@righttoplay.com with a copy to : tbreistein@righttoplay.com.

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

14 SIGNATURES

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

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

Place: OSLO, NORWAY

Date: 06/04/2020

Fredrikke Kilander

for the Norwegian Agency for Development
Cooperation,

for Wenche Fone

Director

Dep. for Civil Society and the Private Sector

[Signature]

for Right to Play Norway

Attachments:

- Annex A: Approved budget - EQIE
- Annex B: Approved budget - Mali
- Annex C: Results framework - EQIE
- Annex D: Results framework - Mali