

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

NORWEGIAN RED CROSS

REGARDING

QZA- 20/0099 SUPPORT TO THE INTERNATIONAL FEDERATION
OF RED CROSS RED AND CRESCENT SOCIETIES APPEALS -2020-
2022

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS



TABLE OF CONTENTS

1	SCOPE AND BACKGROUND.....	3
2	OBJECTIVES OF THE PROJECT.....	3
3	IMPLEMENTATION OF THE PROJECT.....	4
4	THE GRANT	4
5	DISBURSEMENT	5
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.....	7
12	SPECIAL PROVISIONS	7
13	NOTICES	8
14	SIGNATURES	8

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 Section for Humanitarian Affairs, and the
 - (2) Norwegian Red Cross (NorCross), an association duly established in Norway under registration number 864 139 442 (the Grant Recipient),
- jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted a request to MFA dated 5 February 2020 (the Application) regarding financial support to the International Federation of Red Cross Red Crescent Societies Appeals for 2020 (the Activities), titled Support to International Federation of Red Cross Red Crescent Societies (IFRC) Appeals 2020-2022, QZA-20/0099 (the Appeals).
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Activities (the Grant). The Parties expect the Activities to be implemented during the period from January 2020 to December 2022 (the Support Period)
- 1.3 Additional financial support to specific IFRC Appeals may be granted through addenda under this Agreement
- 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 Any reference to the "Project" in this Agreement shall be understood as a reference to the Activities. Any reference to the "Project Document" shall be understood as the Appeals.

2 OBJECTIVES

- 2.1 The expected effects of the Activities on society are: Prevention and alleviation of human suffering.
- 2.2 The expected effects for the target group of the Activities are:
 - People anticipate, survive, and quickly recover from crisis
- 2.3 The IFRC's humanitarian mission is: To inspire, encourage, facilitate and promote at all times all forms of humanitarian activities by National Societies, with a view to preventing and alleviating human suffering, and thereby contributing to the maintenance and promotion of human dignity and peace in the world.i

2.4 The appeals are for disaster response and recovery within in the fields of protection, health, food security, water and sanitation.

2.5 The IFRC Appeals include more information about expected results.

3 IMPLEMENTATION OF THE PROJECT

3.1 The Project shall be implemented in accordance with the Agreement and the supported IFRC Appeals.

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 Activities. The risk of potential negative effects of the Activities in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Activities:

- 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 be familiar with UN Security Council Resolution 1325 on women, peace, and security (s/res/1325 (2000)) and implement the Project in a way that promotes the intentions of the resolution in the best possible way.

3.5 The Grant Recipient shall ensure that the Project is implemented in respect of international humanitarian law and international human rights law and that the implementation of the Project is guided by and comply with the international humanitarian principles of humanity, neutrality, impartiality and independence.

3.6 The MFA shall be informed by the Grant Recipient, in regular dialogue, of security considerations and risk assessments in areas of operation. Such information should include the Grant Recipient's efforts to uphold the humanitarian principles in complex political and security situations in areas of operation. Significant changes in the security and/or political situation and risk assessments must be communicated to the MFA as soon as possible.

3.7 In the event of major changes in geographical or thematic scope of the appeals, the MFA must be notified.

3.8 The MFA underlines the necessity that all possible means are taken by the Grant Recipient to ensure the integrity of the humanitarian principles, compliance with international humanitarian law and the safety of staff.

4 THE GRANT

- 4.1 The Grant shall amount to maximum 15 million NOK earmarked the IFRC revised emergency appeal Covid-19 outbreak. The Grant shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.2 Support to NorCross' management of the grant, including coordination, transfers, accounting, and audit, shall not exceed 1% of the Grant and be downward limited to minimum NOK 100.000 annually, and be drawn from this grant. 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 full upon the signing of this Agreement, as part of the co-financing of the IFRC Appeals for 2020. The disbursement shall include approved Activities expenses incurred prior to the signing of this agreement.
- 5.2 The Grant Recipient shall have a separate bank account exclusively for grants from MFA. All disbursements will be made to the following bank account:

Name of the account:	Norges Røde Kors
Account no.:	Postboks 1 Grønland, 0133 Oslo
IBAN no.:	8200.06.08358
Name and address of the bank:	NO32 8200 0608 358
Swift/BIC code:	DNB Bank ASA, Postboks 1600 Sentrum
Currency of the account:	0021 Oslo
	DNBANOKKXXX
	NOK

- 5.3. 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 Reporting on the use of all funds from MFA shall be covered by IFRC standard reporting (IFRC's Appeal reports) and follow the requirements in the General Conditions of this Agreement. This includes financial reporting and results reporting. The Grant Recipient's annual report or other general reporting is sufficient given that the content requirements set out below are met.
- 6.2 The report shall include both a narrative part and financial statements covering the Activities. The narrative part shall include the content specified in article 2 clause 2 of the General Conditions, whereas the financial statements shall include the content specified in article 3 clause 2 of the General Conditions.
- 6.3 NorCross will formally submit the IFRCs Appeals report to MFA at the latest eight months after the end of each year. NorCross annual report will include a short narrative report on the appeals supported that year, and NorCross annual financial reporting will contain the financial information on the Norwegian contribution to the IFRC Appeals
- 6.4 An audit report covering the annual financial statements for the Grant shall be submitted to MFA at the latest eight months after the end of each year. The audit report shall comply with the

requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report.

- 6.5 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.
- 6.6 All implementation plans/appeals, budgets and reports shall be submitted in writing to the MFA unless otherwise agreed by the Parties. The parties may engage in dialogue on priorities within the provided grant to an Appeal.

7 AUDIT

- 7.1. The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA) 800 (“Special considerations audits of financial statements prepared in accordance with special purpose frameworks”) or ISA 805 (“Special considerations audits of single financial statements and specific elements, accounts or items of a financial statement”). Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.2. The Grant Recipient is responsible for submitting the audit report to MFA within the deadline indicated in article 6 of the Specific Conditions. Norcross’ auditors base their work on the IFRC’s standard accounting records and consolidated financial statements, annually audited by external auditors.

8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings if requested by MFA. Details regarding agenda and procedures will be agreed upon by the Parties.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 An end-term review focusing on results achieved by the IFRC may be carried out by 31/12/2022. The Grant Recipient shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget/covered by MFA over and above the Grant.
- 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.

The Grant Recipient reserves its right not to publish the Procurement Notice (as per chapter 6 of part III of this Agreement) where the Grant Recipient deems that publication may compromise the safety and security of its personnel or operations in a given context, or where such publication may compromise the Grant Recipient’s neutrality.

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 Interest accrued on the Grant during the course of a year shall be repaid to MFA by 31 January the following year. If the Grant Recipient receives several grants from MFA, the interest on these grants should be repaid in one instalment. The instalment shall be documented by a copy of the annual bank statement for the account.
- 11.2. If the Grant Recipient does not complete the Programme as planned, or if the Programme is significantly scaled down compared to the initial budget, MFA may claim repayment of all or parts of the Grant
- 11.3. Repayments shall be made to the following bank account:
- | | |
|-------------------------------|---------------------------------------|
| Name of the account: | Norwegian Ministry of Foreign Affairs |
| Account no.: | 7694 05 12 618 |
| IBAN no.: | NO83 7694 0512 618 |
| Name and address of the bank: | DnB ASA, 0021 Oslo, Norway |
| Swift/BIC code: | DNBANOKK |
- 11.4. The transaction shall be clearly marked: "Unused funds" or "Interest". The name of the Grant Recipient shall be stated, along with MFA's agreement number and agreement title.

12 SPECIAL PROVISIONS

- 12.1 The following provision of the General Conditions is not applicable under this Agreement article 14 1. c) and c)
- 12.2 Article 9 clause 2: shall be replaced with the following: "Intellectual property produced as a result of activities financed by the Grant, shall be managed in a way that maximizes their public accessibility and allows the broadest possible use. Published reports produced as a result of this Grant shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.
- 12.3 General conditions article 4.2 d) shall not apply for humanitarian funding.
- 12.4 General Conditions article 14 .1. b) and c) shall not apply.
- 12.5 The following shall be added to article 9.2 of the General Conditions: "In the event MFA uses the intellectual property, it shall acknowledge the Grant Recipient as the owner of the intellectual property rights."
- 12.6 The following shall be added to article 22.1 of the General Conditions: "the Grant Recipient reserves its right to not use the MFA logo, in publications and other materials where the Grant Recipient deems that such usage may compromise the safety and security of its personnel or operations in a given context or where such usage may compromise the Grant Recipient's neutrality."
- 12.7 General Conditions article 11.2 c) shall be amended as follows: " If the cooperating partner is an entity from the Red Cross and Red Crescent Movement, as set forth in the Statutes of the International Red Cross and Red Crescent Movement of 1986 article 1, the cooperating partner

shall accept the choice of law in article 24.1 and settlement of disputes provisions in article 24.2 and 24.4 b) of the General Conditions in relation to any disputes arising between the cooperating partner and MFA"

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

13 NOTICES

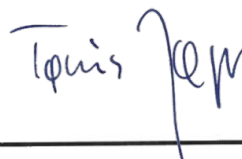
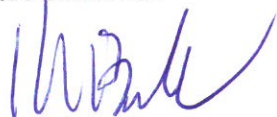
- 13.1 All communication to MFA concerning the Agreement shall be directed to the Section for Humanitarian Affairs at the following e-mail address: Seksjon.for.humanitaere.sporsmal@mfa.no
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Hanne Mathisen at the following address/e-mail address: post@redcross.no with a copy to hanne.mathisen@redcross.no
- 13.3 MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

14 SIGNATURES

- 14.1 By signing part I of the Agreement, the Parties 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

Date: 9 June 2020



for the Norwegian Ministry of Foreign Affairs,

for the Norwegian Red Cross,

Thomas Lid Ball

Tørris Jæger

Director

International Director

Section for Humanitarian Affairs

International Programmes and Preparedness