

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

GROUP 484

REGARDING

**RER-19/0007 GROUP 484 – SUPPORT TO MIGRANTS AND LOCAL
COMMUNITIES IN MONTENEGRO, NORTH MACEDONIA AND
SERBIA**

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PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Royal Norwegian Embassy in Belgrade, and
 - (2) Group 484, an association duly established in Serbian Business Registry Agency under registration number 17151274 (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 28 August 2019 (the Application) regarding financial support to the project titled "Support to Migrants and Local Communities in Montenegro, North Macedonia and Serbia", PTA agreement number RER-19/0007 (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 October 2019 to October 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: the position of migrants in Serbia, Montenegro and North Macedonia in full compliance with international human rights standards (Impact).

The planned effect for the target group of the Project is: Migrants in Serbia, Montenegro and North Macedonia have full access to guaranteed rights in line with international and national standards related to treatment of foreigners and persons seeking international protection with the special focus on access to economic and social rights (Outcome).

The planned main products and/or services of the Project (Outputs) are:

- 1.1 Situation and needs in municipalities and towns receiving migrants assessed in time with the purpose to define country specific priorities for timely and efficient sub granting support (at least five municipalities and towns included)
- 1.2 Public services related to protection and social inclusion of migrants, as well as the local development, enhanced by projects supported through sub-granting programme (at least 1.500

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- migrants targeted by supported infrastructural and service development projects within sub-granting programme)
- 1.3 Key institutional and CSO stakeholders participated in the tailor-made national and regional capacity-building training sessions (8 national and 2 regional trainings for at least 215 stakeholders)
 - 1.4 Evidence-based policy recommendations presented to key stakeholders and decision makers competent for the migrants' status and access to rights (3 national and 1 regional policy analyses, 3 national and 1 regional policy discussions, involving 170 stakeholders)

The intended target groups are: asylum seekers, migrants without status, push-backed migrants, relevant government and public institutions, local self-governments, competent decision makers, relevant civil society organisations.

- 2.2 The full results framework is included as Annex B to this Agreement.

3 IMPLEMENTATION OF THE PROJECT

- 3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including implementation plan and budget.
- 3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.
- 3.3 The Grant Recipient shall identify, assess and mitigate any relevant risks associated with the implementation of the Project, including the risk of corruption and other financial irregularities, and any potential negative effects that the Project may have on the environment and climate, gender equality and human rights.
- 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. A statement on how the intentions of this resolution have been addressed shall be included in the progress reports and final report of the Project.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 9.991.862 (Norwegian Kroner nine million nine hundred and ninety one thousand eight hundred and two).
- 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 5,64% 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 an authorised representative of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the Project's first year, the disbursements each year are 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:
Account no.:
IBAN no.:
Name and address of the bank:
Swift/BIC code:
Currency of the account:
- 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) A **progress report** covering the period from October to March shall be submitted to MFA by 1st May, and from April to September by 1st November each year. The progress report shall include the content specified in article 2 of the General Conditions. MFA's standard reporting

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format shall be used.

- b) A **financial report** covering the period from October to March shall be submitted to MFA by 1st May, and from April to September by 1st November 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.
- c) An **audit report** covering the annual financial statements of the Project shall be submitted to MFA by 1 December each year. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report.
- d) An updated **implementation plan and budget** covering the period from November 2020 to October 2021 shall be submitted to MFA by 1 November 2020. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- e) A **final report** for the Support Period shall be submitted to MFA no later than 3 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.

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 if/when requested by MFA. The Parties will agree upon details regarding agenda and procedures for such formal meetings.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

9.1 A mid-term review focusing on progress to date, results of previous cooperation and functional review of the Grant Recipient's organisation shall be carried out by September 2020. MFA 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.

