GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

DEMOCRACY FOR DEVELOPMENT – D4D

REGARDING

KOS-18/0022, ENHANCING WOMEN'S ACCESS TO EMPLOYMENT

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PART I: SPECIFIC CONDITIONS
PART II: GENERAL CONDITIONS
PART III: PROCUREMENT PROVISIONS
ANNEX A: BUDGET
ANNEX B: RESULTS FRAMEWORK
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 SCOPE AND BACKGROUND</td>
<td>3</td>
</tr>
<tr>
<td>2 OBJECTIVES OF THE PROJECT</td>
<td>3</td>
</tr>
<tr>
<td>3 IMPLEMENTATION OF THE PROJECT</td>
<td>4</td>
</tr>
<tr>
<td>4 THE GRANT</td>
<td>4</td>
</tr>
<tr>
<td>5 DISBURSEMENT</td>
<td>4</td>
</tr>
<tr>
<td>6 REPORTING AND OTHER DOCUMENTATION</td>
<td>5</td>
</tr>
<tr>
<td>7 AUDIT</td>
<td>6</td>
</tr>
<tr>
<td>8 FORMAL MEETINGS</td>
<td>6</td>
</tr>
<tr>
<td>9 REVIEWS AND OTHER FOLLOW-UP MEASURES</td>
<td>6</td>
</tr>
<tr>
<td>10 PROCUREMENT</td>
<td>7</td>
</tr>
<tr>
<td>11 REPAYMENT OF INTEREST AND UNUSED FUNDS</td>
<td>7</td>
</tr>
<tr>
<td>12 NOTICES</td>
<td>7</td>
</tr>
<tr>
<td>13 SIGNATURES</td>
<td>8</td>
</tr>
</tbody>
</table>
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) Democracy for Development - D4D, an NGO duly established in Prishtina under registration number 5200219-2 (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 and revised documents dated 25.10.2018 (the Application) regarding financial support to the project titled: Enhancing women's access to employment, - KOS-18/0022 (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 01.12.2018 to 31.08.2021 (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 increase participation of women in the labour market in Kosovo and Albania through targeted advocacy in fighting gender discrimination, promoting decent jobs and implementing gender-friendly country strategies that improve the presence of women in the labour market. (Impact).

The planned effects for the target group of the Project are:

- To increase CSOs influence over policy making relevant for the position of women at the labour market, and implementation of the decent job agenda principle.

- To build capacities of community agents to enable an environment that promotes women economic empowerment, and decent jobs.
- To increased public awareness on the importance of inclusive labour market. (Outcome).

The intended target groups are: employed and unemployed women, CSO’s and grassroots organizations, public institutions responsible for advancing gender policies, inspectorates of labour and National Employment Services.

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.

4 THE GRANT

4.1 The Grant shall amount to maximum NOK 2 880 000 (Norwegian Kroner two million eight hundred eighty thousand).

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% 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 six months, all other disbursement 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: Democracy for Development D4D
- Account no.: 1117001246080162
- IBAN no.: XK051117001246080162
- Name and address of the bank: ProCredit Bank Kosovo J.S.C. Str. George Bush No.16, Prishtina, Kosova
- Swift/BIC code: MBKOXKPRXXX
- 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) A progress report covering the period from December to May shall be submitted to MFA by June 15 each year and for the period from June to November shall be submitted to MFA by December 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.

b) A financial report covering the period from December to May shall be submitted to MFA by June 15 each year and for the period from June to November shall be submitted to MFA by December 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.

c) An audit report covering the annual financial statements of the Project shall be submitted to MFA by October 31, 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.

d) An updated implementation plan and budget covering the upcoming six months period shall
be submitted to MFA together with the disbursement request. 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 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.

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 June and December 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 30.04.2020. 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 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 Prishtine, Kosovo
Swift/BIC code: RBKOXKPR

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 the Embassy at the following e-mail address: project.pristina@mfa.no.

12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to D4D at the following e-mail address: info@d4d-ks.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.
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: 7/11/18

Per Strand Sjaastad
Ambassador
Embassy in Prishtina

for the Norwegian Ministry of Foreign Affairs,

Shpend Eminii
Executive Director
for Democracy for Development,

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