

GRANT AGREEMENT
BETWEEN
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS
AND
CEASEFIRE AND TRANSITIONAL SECURITY ARRANGEMENTS
MONITORING AND VERIFICATION MECHANISM (CTSAMVM)
REGARDING
SSD – 19/0004 – Support to CTSAMVM

PART I: SPECIFIC CONDITIONS
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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 Juba (the Embassy), and

Ceasefire and Transitional Security Arrangements Monitoring and Verification mechanism (CTSAMVM), duly established by the Intergovernmental Authority on Development (IGAD) under chapter II of the Revitalised Agreement on the Resolution of Conflict in the Republic of South Sudan (R-ARCSS) dated 12 September 2018, (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 10 July 2019 (the Application) regarding financial support to the project titled Support to CTSAMVM, SSD-19/0004 (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 July 2019 to 31 December 2019 (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(s) on society is better security, lasting peace and stability in South Sudan. (Impact).

The planned effects for the target group of the Project is implementation of chapter II – Permanent Ceasefire and Transitional Security Arrangements (PCTSA) of R-ARCSS improved. (Outcome).

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

- Transitional security arrangements monitored, verified and incidences regularly reported. (Outputs).

The intended end target group include; stakeholders in the South Sudanese peace process (government and opposition forces, IGAD member states, the grantors and the international community).

- 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 approved 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 9 178 000** (Norwegian Kroner Nine Million, One Hundred Seventy-Eight Thousand). Per diem is not an eligible cost for financing from the Norwegian Grant.
- 4.2 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.3 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 upon signing of the Agreement. The disbursements shall be made upon MFA's receipt of written disbursement request from the Grant Recipient, describing the financial need for the period in question. The disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.
- 5.2 All disbursements will be made to the following bank account:

Name of the account: **IGAD**
- **CTSAMVM - Norway Fund.**
Account no.: **5590399882**
IBAN no.:
Name and address of the bank: **Kenyan**
Commercial Bank (KCB) South Sudan
Ltd, Kololo Branch, Juba, South
Sudan.
Swift/BIC code: **KCBLKENX**



Currency of the account: **USD**

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

- a) A narrative and financial **progress report** covering the period to December 2019 shall be submitted to MFA by 31 March. The progress report shall include the content specified in article 2 of the General Conditions. MFA's standard reporting format shall be used. CTSAMVM shall provide to the Embassy, a monthly summary report on activities funded by the MFA within five working days of every new month.
- b) An **audit report** covering the financial statements of the Project shall be submitted to MFA three months after completion of implementation of activities (31 March 2020). 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.
- c) A **final consolidated report** shall be submitted to MFA no later than 31 March 2020 after the end of the Support Period. The final report shall include the content listed in article 3 and 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 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").

The annual financial statements of the Project shall be audited in accordance with the country's national auditing standards, which are equivalent to 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 one formal meetings before the support period ends in December, 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, but in between, the parties shall convene monthly meetings upon a request.
- 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. Both party shall sign the agreed minutes.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 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.
- 10.2 If the total value of a contract exceeds NOK 500 000 the call for tenders/the shortlist of suppliers/the award criteria and their weighting/the procurement record and the draft/signed contract shall be submitted to MFA for information.

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.: **7694 05 14491**

IBAN no.: **NO497640514491**

Name and address of the bank: **DNB Bank ASA, c/o postboks 8114 Dep, 0032 OSLO.**

Swift/BIC code: **DNBANOKKXX**

- 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 – **SSD-19/0004** and agreement title – **Support to CTSAMVM.**



12 SPECIAL PROVISIONS

- a) The following shall be added to article 2 clause 2 of the General Conditions: "Gender disaggregated data shall be provided where relevant."
- b) In article 24 clause 4 paragraph b) of the General Conditions, the arbitration rules shall be the International Chamber of Commerce Rules of Arbitration. The seat of arbitration shall be London, UK.

13 NOTICES

- 13.1 All communication to MFA concerning the Agreement shall be directed to the Royal Norwegian Embassy in Juba at the following address/e-mail address: emb.juba@mfa.no and the relevant desk officer.
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to CTSAMVM Office in Juba at the following address/e-mail address: Ctsammsec1@igadrss.org and relevant contact person.
- 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: Juba

Juba

Date:

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Siv Kaspersen



for the Norwegian Ministry of Foreign Affairs,

Kaspersen SIV

Ambassador

Royal Norwegian Embassy Juba

for Ceasefire and Transitional Security
Arrangements Monitoring and Verification
Mechanism (CTSAMVM),

Maj. Gen. Desta Abiche Ageno,

Chairman of CTSAMVM,

Juba, South Sudan.





Attachments:

Annex A: Approved budget for the Project 2019.

Annex B: Results framework