GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE INTERNATIONAL CAMPAIGN TO BAN LANDMINES-CLUSTER MUNITION COALITION (ICBL-CMC)

REGARDING

QZA-20/0118 ELIMINATING AP MINES AND CLUSTER MUNITIONS THROUGH THE 1997 MINE BAN TREATY AND THE 2008 CONVENTION ON CLUSTER MUNITIONS

***

PART I: SPECIFIC CONDITIONS
PART II: GENERAL CONDITIONS
PART III: PROCUREMENT PROVISIONS
ANNEX A: BUDGET
ANNEX B: RESULTS FRAMEWORK
TABLE OF CONTENTS

1 SCOPE AND BACKGROUND ................................................................. 3
2 OBJECTIVES OF THE PROJECT ........................................................ 3
3 IMPLEMENTATION OF THE PROJECT ............................................... 4
4 THE GRANT ..................................................................................... 5
5 DISBURSEMENT ............................................................................... 5
6 REPORTING AND OTHER DOCUMENTATION ................................... 6
7 AUDIT .............................................................................................. 6
8 FORMAL MEETINGS ......................................................................... 7
9 REVIEWS AND OTHER FOLLOW-UP MEASURES ............................. 7
10 PROCUREMENT .............................................................................. 7
11 REPAYMENT OF INTEREST AND UNUSED FUNDS ...................... 7
12 NOTICES ...................................................................................... 7
13 SIGNATURES ............................................................................... 8
PART I: SPECIFIC CONDITIONS

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

The Norwegian Ministry of Foreign Affairs (MFA), represented by the Section for Humanitarian Affairs, and ICBL-CMC, a coalition of civil society organisations duly registered in the United States of America under registration number 13-4113075 (the Grant Recipient), jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

1.1 The Grant Recipient has submitted a project document to MFA dated 3 April 2020 (the Application) on behalf of ICBL-CMC regarding financial support for the project titled QZA-20/0118 Eliminating AP mines and cluster munitions through the 1997 Mine Ban Treaty and the 2008 Convention on Cluster Munitions (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 1 January to 31 December 2020 (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

The expected results of the Project are as follows:

1. at least 130 states parties to the Convention on Cluster Munitions by 2RevCon;
2. a strengthened norm against cluster munitions and landmines;
3. states parties to the Convention on Cluster Munitions complete clearance by their respective Article 4 deadlines;
4. states parties to the Mine Ban Treaty complete clearance by their respective Article 5 deadlines or by 2025 at the latest;
5. consistent funding is available for landmine and cluster munition clearance;
6. states Parties address the needs of victims and other people with similar needs as a matter of national priority;
7. victims have meaningful and sustained participation in decision-making at the international and national levels; and
8. funding is available to meet treaty commitments and obligations towards landmine and cluster munition victims (Output).
The expected effects for the target group of the Project are

1. No more use of cluster munitions or anti-personnel mines;
2. Decrease in land contaminated by anti-personnel mines or cluster munitions;
3. Measurable progress in the quality of life for survivors of mines and cluster munitions (Outcome).

2.1 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 continuously identify, assess and mitigate any relevant risks associated with the implementation of the Project. The risk of 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 MFA of any circumstances likely to hamper or delay the successful implementation of the Project.

3.5 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.

3.6 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.
3.7 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. Any major changes in geographical scope of the projects must be approved by the MFA.

3.8 The MFA underlines the necessity that all possible means are taken by the Grant Recipient to ensure the security of the projects, including 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 NOK 2 million (Norwegian Kroner Two Million).

4.2 Disbursements after the current calendar year is subject to Norwegian Parliamentary appropriations.

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 MFA’s pro rata share 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 full upon signature to the following bank account:

Name of the account: International Campaign to Ban Landmines
Account no./IBAN no: 20000-104-20018
Name and address of the bank: Wells Fargo, VA 1845, Education and Non-Profit Banking, 1753 Pinnacle Drive, VA 22102 USA
Swift/BIC code: WFBIUS6S
ABA: 121-000-248
Currency of the account: USD
5.2 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 financial report covering the entire Support Period shall be submitted to MFA by 1 August 2021. The financial report shall include the content specified in article 3 of the General Conditions.

b) An audit report covering the annual financial statements of the Project shall be submitted to MFA by 1 August 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.

c) A final report for the Support Period shall be submitted to MFA by 1 August 2021. The final report shall include the content listed in article 4 of the General Conditions.

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). 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 800 (“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 meetings to discuss progress if/when requested by MFA. Details regarding agenda and procedures will be agreed upon by the Parties.

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.

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: 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

11.3 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 Section for Humanitarian Affairs at the following e-mail address:
Seksjon.for.humanitaere.sporsmal@mfa.no
12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to ICBL-CMC to the following: Hector Guerra, Director, International Campaign to Ban Landmines - Cluster Munition Coalition, Maison de la Paix, Chemin Eugene Rigot 2A, C.P. 1672, 1211 Geneva 1, Switzerland; hector@icblcmc.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: Oslo/ Geneva

Date: 11 May 2020

[Signature]

for the Norwegian Ministry of Foreign Affairs,

Thomas Lid Ball

Director

for ICBL-CMC,

Hector Guerra

Director

Section for Humanitarian Affairs

Attachments:

Annex A: Approved budget for the Project
Annex B: Results Framework