

Agreement Template:	Non-Governmental Organisations	Revision no.:	4
Specific Conditions (part I)	Grant Management Regime I	Date of revision:	April 2022

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE NORWEGIAN RED CROSS

REGARDING

QZA-23/0004, ICRC OPERATIONAL APPEALS SUPPORT 2023-2025

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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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 Section for Humanitarian Affairs, and
- (2) The 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 letter to MFA dated 31 May 2023 (the Application) regarding financial support to the programme titled Support to ICRC Annual Operations Appeals, QZA-23/0004 (the Programme). The estimated costs of the Programme 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 Programme (the Grant). The Parties expect the Programme to be implemented during the period from January 2023 to December 2025 (the Support Period).
- 1.3 Additional financial support to specific thematic, country, and regional appeals may be granted through addenda under this Agreement.
- 1.4 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.
- 1.5 Any reference to "Project" in the General Conditions shall be understood as a reference to the Programme. Any reference to the "Project Document" shall be understood as a reference to the ICRC Annual Operations Appeals for the respective years of this Agreement.
- 1.6 A Memorandum of Understanding between MFA, NorCross and the ICRC for 2020-2023 dated 29.05.2020 (expected to be renewed in 2023), outlines the strategic partnership between the three parties. The Parties to this Agreement recognize the unique mandate of the ICRC.

2 OBJECTIVES OF THE PROJECT

The Programme's expected effects on society are (Impact):

-To protect the lives and dignity of the victims of armed conflict and other situations of violence and to provide them with assistance.

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-To prevent suffering by promoting and strengthening humanitarian law and universal humanitarian principles.

The expected effects for the target group of the Project are (Outcome):

- Violations of international humanitarian law are prevented, and human suffering is alleviated.
- Affected people benefit from relevant and sustainable humanitarian impact.

The Grant Recipient expects to enable the above outcomes through its cooperating partner ICRC, which will be:

- Working with others to enhance impact, in coordination and complementarity with relevant components of the Red Cross Red Crescent (RCRC) Movement.
- Embracing digital transformation.
- Creating an inclusive and diverse working environment.

The Project aims to contribute to a more effective and integrated RCRC Movement inclusive response, in the spirit of reducing transaction costs, enhancing operational partnerships geared towards optimising local impact and ensuring accountability to affected populations.

The focus of the programmes on armed conflict, protracted crises and other situations of violence, with emphasis on proximity to communities most in need, is complementary to the strategic focus of NorCross' international strategy.

The ICRC Annual Operational Plans include more information on expected results.

3 IMPLEMENTATION OF THE PROGRAMME

- 3.1 The Programme shall be implemented in accordance with the Agreement, including all annexes.
- 3.2 During the implementation of the Programme, 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 Programme in the following cases (Cross-Cutting Issues) shall always be included in the risk management of the Programme:
 - a) anti-corruption
 - b) climate and environment,
 - c) women's rights and gender equality, and
 - d) human rights (with a particular focus on participation, accountability, and non-discrimination)
- 3.4 Any significant deviations or changes to the Programme supported under this Agreement must be submitted to MFA for information. MFA may suspend the disbursement until the changes have been assessed and approved for support.
- 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

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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 complies 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 or risk assessments in areas of operation. Such information should include the Grant Recipient's efforts to uphold the humanitarian principles in complex security and/or political situations and risk assessments should be communicated to the MFA as soon as possible.
- 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 NOK 2.255 billion (Norwegian Kroner two billion two hundred and fifty-five million)
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's annual appropriations may lead to a reduction of the Grant for the relevant budget year and/or of the total Grant amount. The annual Grant allocations must be confirmed by MFA for each year.
- 4.3 By early February 2024 and 2025, the Grant Recipient shall submit a letter to MFA requesting financial support to the Programme. The request shall include ICRC operations appeals for the current year, title "ICRC Support 202X".
- 4.4 By early April 2024 and 2025, or as soon as the Grant Recipient has information from the ICRC regarding balances carried forward from the previous year, the MFA shall be informed of the amount and the need for extension of the use of the funds.
- 4.5 By early October each year the Grant Recipient may submit a letter to MFA regarding financial support to the ICRC Renewed Appeal, launched in September each year.

The tentative annual allocations are as follows:

2023:

NOK 855 million, allocated as follows:

Non-earmarked:

NOK 200 mill

Earmarked:

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Loosely Earmarked:

GLOBAL Protection & prevention, incl. Special Appeals (loosely earmarked), **NOK 160 mill** with particular attention to transversal issues of child protection and gender.

- Protection program (sub-programs Protection of civilians, Protection of Family Links, Detention, Forensics, Access to Education, Missing, including Child Protection,)
 - With a minimum of **NOK 35 mill** to the Protection of Civilian Population and Protection of Family Links sub-programs, that include most of Child Protection activities.
- Prevention program (including Promotion of IHL, Development and clarification of IHL, Weapon-related issues, communication to inform and mobilize regarding IHL)
- Sexual Violence Special Appeal – **NOK 55 mill**
- Mine Action Special Appeal – **NOK 15 mill**

Regional Funds

NOK 170 mill

- Europe and Central Asia – NOK 10 mill
- Asia – NOK 10 mill
- Africa – NOK 140 mill, including **NOK 130** in extraordinary funds for consequences of the Ukraine situation (2023)
- Americas – NOK 10 mill

Country Earmarked:

Protracted conflicts

NOK 315 mill

- Syria - NOK 120 mill, **including NOK 20 mill.** in aftermath of earthquake (2023)
- Yemen – NOK 35 mill
- Somalia – NOK 25 mill
- Nigeria – NOK 20 mill
- Afghanistan – NOK 20 mill
- South Sudan – NOK 20 mill
- Lake Chad Region – NOK 10 mill
- Central African Republic– NOK 10 mill
- DR Congo – NOK 10 mill
- Mosambik – NOK 10 mill
- Mali – NOK 10 mill
- Myanmar – NOK 15 mill, **including NOK 5 mill.** in aftermath of cyclone Mocha (2023)
- Caracas Regional – NOK 10 mill

Projects (tightly earmarked):

NOK 10 mill

- Syria - Too Big To Fail: NOK 10 mill

2024:

NOK 700 million, allocated as for 2023, with the exception of the allocations of additional funds specific to 2023

2025:

NOK 700 million, allocated as for 2023, with the exception of allocations of additional funds specific to 2023

Handwritten signature

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- 4.6 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.7 Support to Norwegian Red Cross' management of the grant, including coordination, transfers, accounting and audit, shall not exceed NOK 800 000 per year, and be deducted from the non-earmarked contribution.
- 4.8 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

5 DISBURSEMENT

- 5.1 The first disbursement, for 2023, may be made in full upon signature of the agreement based on the approved Application. The subsequent 2024 and 2025 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 for the upcoming period, which shall not exceed twelve months. The first disbursement may include approved Programme expenses incurred from the start of the Support Period.
- 5.2 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Programme is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.3 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 18 of the General Conditions if it finds that the requirements of the Agreement have not been met.
- 5.4 All disbursements will be made to the following bank account:
- | | |
|-------------------------------|--|
| Name of the account: | Norges Røde Kors
Postboks 1 Grønland, 0133 Oslo |
| Account no.: | 8200.06.08358 |
| IBAN no.: | NO32 8200 0608 358 |
| Name and address of the bank: | DNB Bank ASA, Postboks 1600 Sentrum
0021 Oslo |
| Swift/BIC code: | DNBANOKKXXX |
| Currency of the account: | NOK |
- 5.5 The Grant Recipient shall ensure that its cooperating partner ICRC immediately acknowledges receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt and the exchange rate applied. The documentation shall be kept on file by the Grant Recipient and made available to MFA upon request.

6 REPORTING AND OTHER DOCUMENTATION

- 6.1 The following shall be submitted by the Grant Recipient to MFA:
- a) Narrative and financial reporting on the use of all funds from MFA shall be covered by ICRC standard reporting (ICRC's Annual Reports, consistent with the ICRCs reporting standards) and

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the Grant Recipient's reporting described in Clause b) below. The reports shall seek to meet the requirements of the General Conditions article 2.2.

- b) The Grant Recipient will formally submit the ICRC's Annual Report to MFA at the latest eight months after the end of each reporting year. The ICRC report shall be accompanied by a report elaborated by the Grant Recipient, containing narrative and financial information and analysis on the Norwegian contribution to the ICRC operations appeals for the previous year.
- c) An **audit report** covering the annual financial statements of the Programme shall be submitted to MFA by August 31 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. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report. The management letter shall list any measures that have been taken as a result of previous Programme audits and state whether such results have been adequate to deal with reported shortcomings.

- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.

7 AUDIT

- 7.1 The annual financial statements of the Programme shall be audited in accordance with International Standards of Auditing (ISA).
- 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 ICRC'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/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 procurements made by the Grant Recipient shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.
- 10.2 Procurements made by the Grant Recipient's cooperating partner the ICRC shall be completed in accordance with the principles in the Procurement Provisions in Part III of this Agreement, as consistent with the ICRC's procurement guidelines and other frameworks. However, the Parties acknowledge that the general principles as stated in

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these Procurement Provisions (Part III) do not apply to the extent they contravene ICRC's mandate.

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 NOK 500 or more shall in its entirety be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest which has 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 12618
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 SPECIAL PROVISIONS

12.1 The following provisions of the General Conditions are not applicable under this Agreement:

- a) Article 9 clause 6
- b) Article 10 in its entirety

12.2 The following provisions of the General Conditions shall be altered:

- a. General Conditions article 6 clause 2 shall be replaced by the following: "Subject to security and safety considerations, the Grant Recipient shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested."
- b. With respect to article 8 clause 3, the Parties understand and agree that the foreign exchange risks are managed by the ICRC through its Foreign Exchange policy. The ICRC has a procedure stating how exchange rates are set to record expenses and revenues. The Foreign Exchange policy states that foreign exchange exposures are hedged. The Foreign Exchange result (gain/loss) is not borne by donors.
- c. General Conditions article 9 clause 1: the following section shall be deleted: "However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA's prior approval."

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13 NOTICES

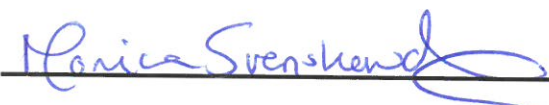
- 13.1 All communication to MFA concerning the Agreement shall be directed to the Section for Humanitarian Affairs at the following e-mail address:
Seksjon.for.humanitaere.sporsmal@mfa.no
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Elisabeth Mustorp at the following address/e-mail address:
elisabeth.mustorp@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 also 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 in the English language has been signed by both Parties. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: Oslo

Date: 7/7-2023



for the Norwegian Ministry of Foreign Affairs,

Monica Svenskerud

Deputy Director

Section for Humanitarian Affairs



for the Norwegian Red Cross,

Jørgen Haldorsen

International Director

International Programmes and Preparedness

Attachments:

Annex A: Approved budget for the Project
Annex B: ICRC Revised Operations Appeal 2023

ANNEX A - BUDGET in NOK

SUPPORT TO ICRC OPERATIONS APPEALS in 2023-2025

Last update: July 2023

	2023	2024	2025	of which admin per year
Non-earmarked	200 000 000	200 000 000	200 000 000	800 000
Loosely earmarked				
Protection & prevention ¹	90 000 000	90 000 000	90 000 000	
SGBV special appel	55 000 000	55 000 000	55 000 000	
Mine action special appeal	15 000 000	15 000 000	15 000 000	
Regional funds				
Europe and Central Asia	10 000 000	10 000 000	10 000 000	
Asia	10 000 000	10 000 000	10 000 000	
Africa	10 000 000	10 000 000	10 000 000	
Africa (2023 re Ukraine situation)	130 000 000	0	0	
Americas	10 000 000	10 000 000	10 000 000	
Country earmarked				
Syria	100 000 000	100 000 000	100 000 000	
Syria (2023 Earthquake)	20 000 000	0	0	
Yemen	35 000 000	35 000 000	35 000 000	
Somalia	25 000 000	25 000 000	25 000 000	
Nigeria	20 000 000	20 000 000	20 000 000	
Afghanistan	20 000 000	20 000 000	20 000 000	
South Sudan	20 000 000	20 000 000	20 000 000	
Lake Chad region	10 000 000	10 000 000	10 000 000	
Central African Republic (CAR)	10 000 000	10 000 000	10 000 000	
Dem.Rep.Congo (DRC)	10 000 000	10 000 000	10 000 000	
Mosambique	10 000 000	10 000 000	10 000 000	
Mali	10 000 000	10 000 000	10 000 000	
Myanmar	10 000 000	10 000 000	10 000 000	
Myanmar (2023 cyclone Mocha)	5 000 000	0	0	
Caracas regional	10 000 000	10 000 000	10 000 000	
Tightly earmarked				
Syria - Too big to fail	10 000 000	10 000 000	10 000 000	
Total annual grant	855 000 000	700 000 000	700 000 000	800 000
Addendum 1				0
Addendum 2				0
Addendum 3				0
				0
Total annual grants	855 000 000	700 000 000	700 000 000	800 000

* the admin support is deducted from the non-earmarked funding

1) Distribution of protection and prevention funds between related programmes is indicated in the Grant Agreement.

Mette Fromedal

