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

## GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

THE NORWEGIAN RED CROSS

REGARDING

UKR-23/0020, ICRC HUMANITARIAN APPEALS FOR UKRAINE  
2022-2025

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PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: REVISED UKRAINE APPEAL

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

## TABLE OF CONTENTS

|    |                                              |   |
|----|----------------------------------------------|---|
| 1  | SCOPE AND BACKGROUND.....                    | 3 |
| 2  | OBJECTIVES OF THE PROJECT .....              | 4 |
| 3  | IMPLEMENTATION OF THE PROJECT.....           | 4 |
| 4  | THE GRANT .....                              | 5 |
| 5  | DISBURSEMENT .....                           | 6 |
| 6  | REPORTING AND OTHER DOCUMENTATION.....       | 6 |
| 7  | AUDIT.....                                   | 7 |
| 8  | FORMAL MEETINGS .....                        | 7 |
| 9  | REVIEWS AND OTHER FOLLOW-UP MEASURES .....   | 7 |
| 10 | PROCUREMENT .....                            | 7 |
| 11 | REPAYMENT OF INTEREST AND UNUSED FUNDS ..... | 7 |
| 12 | SPECIAL PROVISIONS .....                     | 8 |
| 13 | NOTICES .....                                | 8 |
| 14 | SIGNATURES .....                             | 9 |

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

## PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Agency for Development Cooperation (Norad), represented by the Department for the Nansen Support Programme to Ukraine 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 Norwegian Ministry of Foreign Affairs (MFA) and the Grant Recipient have entered into an agreement dated 7 May 2020 concerning ICRC support 2020-2022 QZA-20/0074 as amended through addenda receiving funds partly from the Nansen Support Programme.
- 1.2 The Norwegian Government has decided to transfer the administration of the civilian aspects of the Nansen Support Programme from MFA to Norad. Based on this, MFA has decided to transfer the management of the grant allocated to Ukraine through addendum nr. 18, 19 and 22 to the agreement to Norad. Thus, MFA and the Grant Recipient have agreed to amend the agreement to reflect the decision and transfer funds allocated to Ukraine under addendum no. 18, 19 and 22 to this agreement managed by Norad (the Agreement).
- 1.3 The transferred activities and grant shall be considered an integral part of this Agreement and will constitute a project titled UKR-23/0020 - Support to ICRC Humanitarian Appeals for Ukraine 2022-2025 (the Project). The activities are further described in the ICRC Operations Appeals for Ukraine 2022, the ICRC Revised Operations Appeal for Ukraine 2023, including support to the operations in the aftermath of the Nova Kakhovka Dam-disaster.
- 1.4 The Grant Recipient has in a letter dated 13 November 2023 requested additional financial support to (the Project).
- 1.5 Norad has decided to award an additional grant to be used exclusively for the implementation of the Project (the Grant). Additional financial support to specific appeals may be granted through addenda under this Agreement.
- 1.6 The Parties expect the Project to be implemented during the period from 01.01.2022 to 31.12.2025 (the Support Period).
- 1.7 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.

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

## 2 OBJECTIVES OF THE PROJECT

2.1 The expected results of the Project are as follows:

The Project's expected effect(s) on society (Impact) are

- To protect the lives of the victims of armed conflict and other situations of violence and to provide them with assistance
- To prevent suffering by promoting and strengthening humanitarian law and universal humanitarian principles.

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

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

2.2 The Revised Ukraine Operations Appeal for 2023 is included as Annex A to this Agreement.

2.3 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.

## 3 IMPLEMENTATION OF THE PROJECT

3.1 The Project shall be implemented in accordance with the Agreement, including all annexes and in line with the above-mentioned appeals.

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 Any significant deviations or changes from the Project supported under this Agreement must be submitted to Norad for information.

Norad may suspend disbursements of the Grant until the changes have been assessed and approved for support.

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

- 3.5 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.
- 3.6 Norad shall be informed by the Grant Recipient, in regular dialogue, of security considerations and risk assessments in areas of operations. 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 Norad and the Norwegian Ministry of Foreign Affairs as soon as possible.
- 3.7 Norad 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.
- 3.8 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 under the Agreement shall amount to maximum NOK 560 000 000 (Norwegian Kroner five hundred and sixty million) of which NOK 260 000 000 (Norwegian Kroner two hundred and sixty million) has been transferred from the agreement between the Grant Recipient and MFA referred to in article 1.1 above.
- 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.
- 4.3 The funds transferred from the agreement between the Grant Recipient and MFA has been allocated as follows:
- NOK 50 000 000 to the ICRC Operations Appeals 2022 earmarked the Ukraine Appeal (addendum 18),
  - NOK 160 000 000 to the ICRC Operations Appeals 2022 earmarked for the Ukraine Preliminary Budget Extension Appeal (Addendum 19)
  - NOK 50 000 000 to the ICRC revised Ukraine Appeal 2023 toward the Nova Kakhovka Dam response (addendum 22).
- 4.4 The remaining part of the Grant shall be allocated as follows:
- NOK 300 000 000 to the ICRC Revised Ukraine Appeal for 2023
- 4.5 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.6 The Grant may be used to cover overheads/indirect costs up to a maximum of NOK 300 000.



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

- 4.7 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

## 5 DISBURSEMENT

- 5.1 NOK 260 000 000 of the Grant has already been disbursed under the agreement between the Grant Recipient and MFA (QZA-20/0074) and shall be transferred to this Agreement.
- 5.2 The remaining part of the Grant shall be disbursed upon signing of the Agreement.
- 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. Norad 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                    |
| Account no.:                  | Postboks 1 Grønland, 0133 Oslo      |
| IBAN no.:                     | 8200.06.08358                       |
| Name and address of the bank: | NO32 8200 0608 358                  |
|                               | 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 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. The documentation shall be kept on file by the Grant Recipient and made available to Norad upon request.

## 6 REPORTING AND OTHER DOCUMENTATION

- 6.1 The following shall be submitted by the Grant Recipient to Norad:
- An annual **narrative and financial report** shall be covered by ICRC standard reporting (ICRC's Annual Reports, consistent with the ICRC's reporting standards) covering the period from January to December and shall be submitted to Norad at the latest by 31 August each year. The report shall seek to meet the requirements of the General Conditions article 2.2
  - An annual letter accompanying the ICRC annual report containing narrative and financial information and analysis on Norad's contribution to the ICRC appeals for Ukraine for the previous year.
  - An **audit report** covering the annual financial statements of the Project shall be submitted to Norad at the latest by 31 August 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 Project audits and state whether such results have been adequate to deal with reported shortcomings.

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

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

## **7 AUDIT**

- 7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The Grant Recipient's 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 requested by Norad. 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, Norad shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to Norad 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 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 Norad 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.

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

11.2 Repayments shall be made to the following bank account:

|                               |                           |
|-------------------------------|---------------------------|
| Name of the account:          | Norad                     |
| Account no.:                  | 7694.05.14815             |
| IBAN no.:                     | NO31 7694 0514 815        |
| Name and address of the bank: | DNB BANK ASA, N-0021 Oslo |
| Swift/BIC code:               | DNBANOKKXXX               |

11.3 The transaction shall be clearly marked: "Unused funds". The name of the Grant Recipient shall be stated, along with Norad's agreement number(s) and agreement title(s).

## 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 deviation from the General Conditions shall apply for this Project:

- 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."

## 13 NOTICES

13.1 All communication to Norad concerning the Agreement shall be directed to the Department for the Nansen Support Programme for Ukraine at the following address/e-mail address: [norad-nansen.programmet.for.ukraine@norad.no](mailto:norad-nansen.programmet.for.ukraine@norad.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](mailto:Elisabeth.mustorp@redcross.no).

13.3 Norad's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

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|------------------------------|---------------------------------------|-------------------|------------|
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## 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: Oslø, Norway

Date: 29/11-2023

Tali Kvalvaag

for the Norwegian Agency for Development  
Cooperation,

Jf Jorun Nossun

Director

Department for the Nansen Support Programme  
for Ukraine

Marte Fossedal

for the Norwegian Red Cross,

Fal: Jørgen Haldorsen

International Director

International Programmes and Preparedness

### Attachments:

Annex A Revised Ukraine Appeal 2023 (budget and expected results)



# UKRAINE

## REVISED BUDGET IN KCHF

|                                     |                |
|-------------------------------------|----------------|
| Protection                          | 23,468         |
| Assistance                          | 245,930        |
| Prevention                          | 9,835          |
| Cooperation with National Societies | 29,222         |
| General                             | 175            |
| <b>TOTAL</b>                        | <b>308,630</b> |
| <i>Of which: Overheads</i>          | <i>18,854</i>  |

Having worked in the country since 1993, the ICRC expanded its presence in Ukraine in 2014. It delivers vital humanitarian assistance to people affected by armed conflict, promotes the protection of civilians and urges compliance with IHL. Its multidisciplinary response addresses emergency and longer-term needs, providing relief, supporting livelihoods, and improving access to water, medical care and other essential services. It visits people deprived of their freedom and restores family links. It supported missing people's families and efforts to clarify the fate of missing persons. The ICRC works closely with the Ukrainian Red Cross Society and helps build its capacities.

## SITUATION

- ▶ The international armed conflict between the Russian Federation and Ukraine continues to affect vast sections of Ukraine, in the north-east, the east and the south-east. Both parties are holding POWs, civilian internees and others in connection with the international armed conflict.
- ▶ People fleeing violence have been displaced within Ukraine or have crossed into neighbouring countries. According to the latest UN estimates at the time of writing, roughly 5.3 million people remain displaced within Ukraine and around 8.2 million people have fled to other countries in Europe (see *Budapest, Moscow and Republic of Moldova* for example).

## HUMANITARIAN CONCERNS

- ▶ The consequences of the international armed conflict are devastating for civilians. The damage and destruction of homes and infrastructure is extensive and will require years of reconstruction. In areas where fighting is ongoing, many people are sheltering in basements or in buildings converted into IDP shelters. They are often without water, heating or electricity. Essential services are disrupted, as the fighting has caused massive damage to water, power and gas-supply systems; medical facilities; and schools. The closure of stores, the breakdown of local supply chains and accelerating inflation mean that food and other basic goods are unavailable or difficult to obtain. Fleeing areas affected by hostilities and obtaining basic necessities is particularly difficult for the elderly and the disabled. Having left all their belongings behind, IDPs often have poor living conditions and, in some cases, cannot afford to buy food and other essentials or to seek medical treatment. The movement of people and goods across front lines is sometimes necessary, but often dangerous.
- ▶ Weapon contamination has become widespread, and it has resulted in many civilian casualties.
- ▶ The hostilities have significantly impaired the functioning of health facilities and greatly reduced the capacities of emergency medical services. Consequently, health care is not readily available to wounded weapon bearers and civilians – including those with chronic and non-communicable diseases. Conflict-related injuries are straining health facilities' capacities and increasing the need for long- and short-term rehabilitation support. Supply chains have been disrupted, and staffing requirements are not easily met. Specialized medical equipment for surgical care is scarce.
- ▶ Many families have been separated and their members have lost contact with one another because of the hostilities. Families of people alleged to have been killed are generally unable to confirm the fact. The volatile security conditions make it difficult for authorities to ensure that human remains are handled and identified properly, while local forensic services are strained by a lack of resources.
- ▶ The ICRC has been seeking unimpeded and repeated access to POWs, civilian internees and other people held in connection with the international armed conflict. It has been able to visit some places holding these people, but many remain inaccessible.

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## OPERATIONAL SHIFTS AND PRIORITIES IN 2023

The ICRC will continue to respond to the massive humanitarian needs stemming from the international armed conflict between the Russian Federation and Ukraine, preserving its expanded operational presence in Ukraine to this end. Although its main operational priorities are unchanged, certain activities will be adjusted according to security, access, logistical and other considerations. The ICRC will scale up its initiatives to bolster people's food-production capabilities and continue – at a moderately reduced scale – distributions of food and household essentials for IDPs and other people affected by the international armed conflict. It will sustain its extensive support for public utilities, with a more streamlined reach, while increasing its efforts to ensure that POWs have access to essential services. More primary-health-care facilities will be reinforced, but the deployment of mobile health units in partnership with the Norwegian Red Cross will no longer be pursued. The ICRC will reallocate some of its resources to support the work of the Central Tracing Agency (CTA) bureau for the international armed conflict between the Russian Federation and Ukraine.

### In 2023, the ICRC's main priorities in this context will be to:

- ▶ continue to promote respect for IHL, international human rights law and other applicable norms among the parties to the international armed conflict and urge them to fulfil their obligations under such norms, particularly to ensure protection for civilians and access to water, energy and other essential services;
- ▶ seek to increase the parties' understanding of and support for the ICRC's neutral, impartial and independent humanitarian action, and continue efforts to counter misinformation and disinformation about its mandate, with a view to gaining or maintaining access to people in need; with the agreement of both parties, act as a neutral intermediary in facilitating the safe passage of civilians and in other circumstances;
- ▶ maintain efforts to ensure that persons protected under IHL – civilians, wounded and sick people, and POWs – are accounted for, and action to prevent disappearances, e.g. by urging the parties to notify the ICRC of people's whereabouts, bolstering capacities among those involved in the search for missing people, and working closely with the CTA bureau for the international armed conflict between the Russian Federation and Ukraine; help missing people's families to meet their economic, psychosocial and other needs
- ▶ sustain projects to rebuild essential infrastructure damaged by the fighting and ensure the provision of water, electricity, health care, education and other essential services; enable people to repair their homes damaged by hostilities; keep up activities to help IDPs, destitute residents and others to meet their daily food needs, improve their living conditions, cover urgent expenses and build their economic resilience more broadly;
- ▶ continue to pursue efforts to ensure a continuum of care – timely first aid, life-saving medical treatment and physical rehabilitation – for wounded and sick people and people with physical disabilities; sustain activities to make primary-health care, mental-health and psychosocial support, essential medicine and blood services more widely accessible;
- ▶ keep up initiatives to mitigate the threat of mines and explosive remnants of war, including by conducting risk-education activities for people living in or passing through weapon-contaminated areas, building mine actors' capacities, and assisting in the clearance of unexploded ordnance;
- ▶ bolster efforts to seek unimpeded and repeated access to POWs, civilian internees and other people deprived of their freedom, and help them re-establish contact with their families; help the pertinent authorities to ensure that these people have access to clean water, health care and other essential services, and living conditions that meet internationally recognized standards; and
- ▶ with the Ukrainian Red Cross Society, co-convene the Movement's response to the consequences of the international armed conflict; expand support for the National Society to develop its operational response capacities.

### ASSISTANCE TARGETS

|                              |            | Initial<br>appeal target | Revised<br>appeal target |
|------------------------------|------------|--------------------------|--------------------------|
| <b>CIVILIANS</b>             |            |                          |                          |
| <b>Economic security</b>     |            |                          |                          |
| Food consumption             | People     | 600,000                  | 420,000                  |
| Food production              | People     | 9,450                    | 14,000                   |
| Income support               | People     | 331,675                  | 325,675                  |
| Living conditions            | People     | 699,750                  | 519,750                  |
| <b>Water and habitat</b>     |            |                          |                          |
| Water and habitat activities | People     | 7,590,000                | 7,076,500                |
| <b>Health</b>                |            |                          |                          |
| Health centres supported     | Structures | 89                       | 125                      |

### WOUNDED AND SICK

|                                |            | Initial<br>appeal target | Revised<br>appeal target |
|--------------------------------|------------|--------------------------|--------------------------|
| <b>Medical care</b>            |            |                          |                          |
| Hospitals supported            | Structures | 90                       | 90                       |
| <b>Physical rehabilitation</b> |            |                          |                          |
| Projects supported             | Projects   | 28                       | 28                       |
| <b>Water and habitat</b>       |            |                          |                          |
| Water and habitat activities   | Structures | 8                        | 7                        |

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For more information on the ICRC's plans of action, see the initial appeal 2023 for [Ukraine](#) on the Extranet for Donors.

# UKRAINE



Kherson, Vysokopillia. People affected by hostilities obtain food parcels, hygiene kits, medicines and other essentials distributed by the ICRC.

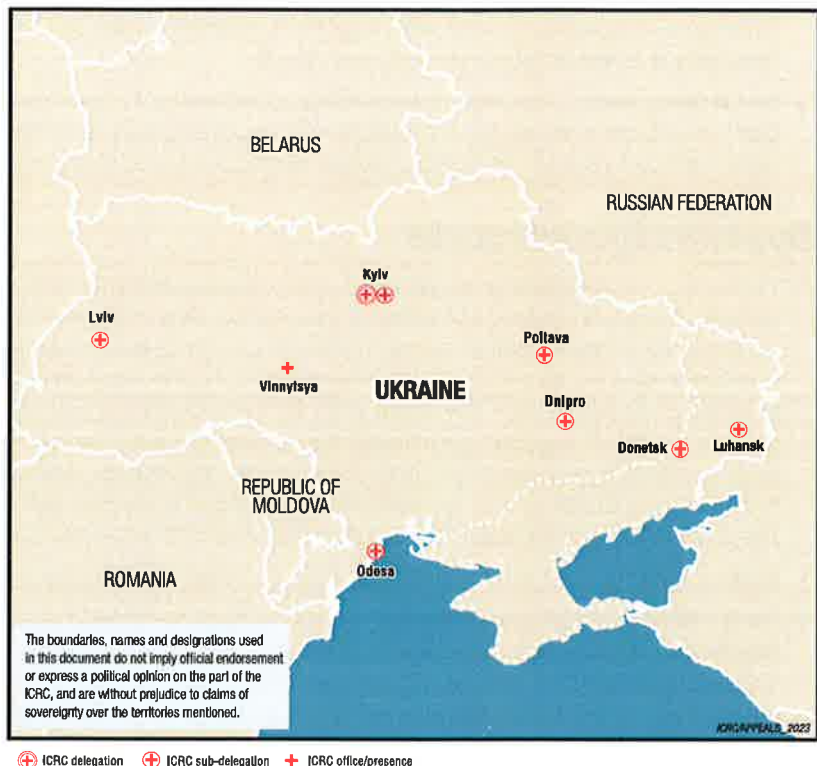
Having worked in the country since 1993, the ICRC expanded its presence in Ukraine in 2014. It delivers vital humanitarian assistance to people affected by armed conflict, promotes the protection of civilians and urges compliance with IHL. Its multidisciplinary response addresses emergency and longer-term needs, providing relief, supporting livelihoods, and improving access to water, medical care and other essential services. It visits people deprived of their freedom and restores family links. It supports missing people's families and efforts to clarify the fate of missing persons. The ICRC works closely with the Ukrainian Red Cross Society and helps build its capacities.

## BUDGET IN KCHF

|                                     |                |
|-------------------------------------|----------------|
| Protection                          | 23,146         |
| Assistance                          | 263,239        |
| Prevention                          | 9,485          |
| Cooperation with National Societies | 20,265         |
| General                             | 359            |
| <b>TOTAL</b>                        | <b>316,494</b> |
| <i>Of which: Overheads</i>          | <i>19,316</i>  |

## PERSONNEL

|                |     |
|----------------|-----|
| Mobile staff   | 194 |
| Resident staff | 802 |



## ASSISTANCE TARGETS

### CIVILIANS

#### ECONOMIC SECURITY



**Food consumption**  
600,000 people



**Food production**  
9,450 people



**Income support**  
331,675 people



**Living conditions**  
699,750 people

#### WATER AND HABITAT



**Water and habitat activities**  
7,590,000 people

#### HEALTH



**Health centres supported**  
89 structures

### WOUNDED AND SICK

#### MEDICAL CARE



**Hospitals supported**  
90 structures

#### PHYSICAL REHABILITATION



**Projects supported**  
28 projects

#### WATER AND HABITAT



**Water and habitat activities**  
8 structures

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## SITUATION

- ▶ The international armed conflict between the Russian Federation and Ukraine continues to affect vast sections of Ukraine, in the north-east, the east and the south-east. POWs, civilian internees and others are being held in relation to the international armed conflict, by the parties concerned.
- ▶ People fleeing violence have been displaced within Ukraine or have crossed into neighbouring countries. The UN estimates that by November 2022, roughly 6.5 million people remain displaced within Ukraine and around 7.9 million have fled to other countries in Europe (see *Budapest, Moscow and Republic of Moldova* for example).

## HUMANITARIAN CONCERNS

- ▶ The consequences of the international armed conflict are devastating for civilians. The damage and destruction of homes and infrastructure is extensive and will require years of reconstruction. In areas where fighting is ongoing, many people are sheltering in basements or in buildings converted into IDP shelters. They are often without water, heating or electricity. Essential services are disrupted, as the fighting has caused massive damage to water, power and gas-supply systems; medical facilities; and schools. The closure of stores, the breakdown of local supply chains and accelerating inflation mean that food and other basic goods are unavailable or difficult to obtain. Fleeing areas affected by hostilities and obtaining basic necessities is particularly difficult for the elderly and the disabled. Having left all their belongings behind, IDPs often have poor living conditions and, in some cases, cannot afford to buy food and other essentials or to seek medical treatment. The movement of people and goods across front lines is sometimes necessary, but often dangerous.
- ▶ Weapon contamination has become widespread, and it has resulted in many civilian casualties.
- ▶ The hostilities have significantly impaired the functioning of health facilities and greatly reduced the capacities of emergency medical services. Consequently, health care is not readily available to wounded weapon bearers and civilians – including those with chronic and non-communicable diseases. Conflict-related injuries are straining health facilities' capacities and increasing the need for long- and short-term rehabilitation support. Supply chains have been disrupted, and staffing requirements are not easily met. Specialized medical equipment for surgical care is scarce.
- ▶ Many families have been separated and their members have lost contact with one another because of the hostilities. Families of people alleged to have been killed are generally unable to confirm the fact. The volatile security conditions make it difficult for authorities to ensure that human remains are handled and identified properly, while local forensic services are strained by a lack of resources.
- ▶ The ICRC has been seeking full and unimpeded access to POWs, civilian internees and other people held in connection with the international armed conflict. It has been able to visit some places holding these people but many remain inaccessible.

## ICRC OPERATIONAL PRIORITIES

In 2023, the ICRC's main priorities in this context will be to:

- ▶ intensify efforts to promote respect for IHL and other applicable norms among the parties to the international armed conflict and urge them to ensure protection for civilians and access to essential services; seek to increase the parties' understanding of and support for the ICRC's role as a neutral intermediary and its principled humanitarian action;
- ▶ scale up projects to rebuild essential infrastructure damaged by the fighting and to sustain the provision of water, electricity, health, education and other essential services; expand activities to help IDPs, destitute residents and others to meet their daily needs, improve their living conditions and build their economic resilience;
- ▶ reinforce efforts to ensure that people have access to timely medical treatment, particularly those wounded during hostilities; strengthen initiatives to mitigate the threat of mines and explosive remnants of war (ERW);
- ▶ help authorities and others to expand forensic capacities and strengthen mechanisms for ascertaining the fate of missing people; assist missing people's families to meet their economic, psychosocial, legal and other needs;
- ▶ bolster efforts to seek full and unimpeded access to POWs, civilian internees and other people held in relation to the international armed conflict, and help them re-establish contact with their families; help the pertinent authorities to ensure that these people have living conditions and health care that meet internationally recognized standards; and
- ▶ with the Ukrainian Red Cross Society, co-convene the Movement's response to the consequences of the international armed conflict; expand support for the National Society to develop its capacities in operational response.

In 2022, the ICRC adapted its presence in Ukraine in response to the immense humanitarian needs generated by the international armed conflict. In order to increase its proximity to people affected throughout the country, the ICRC opened sub-delegations in Dnipro, Kyiv, Lviv and Odessa, and an office in Vinnytsya. Owing to the evolution of the situation, it closed its sub-delegations in Mariupol, Sieverodonetsk and Sloviansk.

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## ICRC ACTION

### CIVILIANS

**Objective: Civilians are protected, their basic needs met, and their resilience to the effects of the hostilities strengthened. Members of families dispersed by conflict are able to communicate with one another. Missing people's families receive information on the fate of their relatives, and their various concerns are addressed.**

The ICRC will continue to respond to the immense humanitarian needs created by the international armed conflict between the Russian Federation and Ukraine and deliver vital assistance to the people affected, through its expanded operational presence in the country. It will focus on meeting needs not covered by other humanitarian actors, especially in areas reachable by few other organizations. It will co-convene the Movement's activities with the Ukrainian Red Cross Society, ensuring close cooperation with the International Federation and other Movement partners and maximizing the impact of their humanitarian efforts.

#### Reminding the parties to respect IHL and ensuring protection for civilians

The ICRC will seek to strengthen its dialogue with the parties to the international armed conflict, urging them to fulfill their obligations under IHL and other applicable norms, particularly to ensure the protection of people who are not or are no longer participating in hostilities; refrain from attacking water, energy and other essential infrastructure; prevent people from going missing; and facilitate access to basic services and humanitarian aid. It will closely monitor the situation of people affected by hostilities – including those who have fled to other countries (see *Budapest, Moscow and Republic of Moldova*) – and will raise their needs and concerns confidentially with the pertinent parties, who will be urged to address these issues. In particular, the ICRC will reiterate to the parties the necessity of ensuring the protection of people who have been displaced by the fighting and of returnees, and their access to essential services; it will offer the authorities its support for doing so.

During its dialogue with the parties, the ICRC will also seek to further their understanding of its neutral, impartial and independent humanitarian action, and foster support for such action, with a view to ensuring its proximity to the people whom it seeks to assist and the safety of its own staff. With the agreement of both parties, and on strictly humanitarian grounds, the ICRC will act as a neutral intermediary in facilitating the safe passage of civilians and wounded or sick people to safer areas or to medical facilities (see also *Wounded and sick*); helping reunite families and transferring official documents across border; and recovering human remains and handing them over to the families concerned.

The ICRC will continue to support educational facilities in areas affected by hostilities. It will renovate schools damaged by the hostilities and give them the materials necessary for functioning safely. It will seek to disseminate key messages, among schoolchildren, on safe practices around mines/ERW. Some families will be given financial assistance for their children's education.

#### Helping people to receive news of loved ones

The ICRC's delegation in Ukraine will work closely with the Ukrainian Red Cross Society, ICRC delegations and National Societies in surrounding countries, and the Central Tracing Agency (CTA) bureau for the international armed conflict between the Russian Federation and Ukraine (see *Central Tracing Agency bureau for the international armed conflict between the Russian Federation and Ukraine*), in order to restore contact among members of dispersed families and enable people to get news of their loved ones, such as those held in connection with the international armed conflict (see *People deprived of their freedom*). The ICRC will carry out these services in accordance with applicable data-protection standards, and will urge the authorities, whenever possible, to ensure that domestic law recognizes the exclusively humanitarian purpose of handling personal data to reconnect members of dispersed families. The ICRC will help to reunite families and facilitate transfer of administrative, legal or other official documents, including across borders. It will pay particular attention to children, older people and physically disabled people, and help them reunite their families.

The ICRC will seek to raise awareness of the issue of missing people and the plight of their families among the parties, and help build capacities among those involved in the search for missing people. It will help the national information bureau (NIB) in carrying out its tasks, particularly to communicate information about protected persons to the CTA bureau and to answer enquiries about those people. The ICRC will conduct round tables and other events in support of the NIB and other pertinent authorities' efforts to coordinate their activities aimed at resolving missing-persons cases. The ICRC will continue to ensure that missing people's families are kept abreast of developments in the search for their relatives, are aware of the services available to them, and continue to receive other information of pertinence. It will engage with missing people's families, people separated from their families and others who may need its services, to develop a fuller understanding of their needs and to respond accordingly. The ICRC will also continue to help missing people's families to meet their psychosocial, financial and other needs.

The ICRC will continue to help build forensic capacities in managing and identifying human remains, with a view to helping ascertain the fate of missing people. It will help in the recovery and repatriation of human remains and in handing them over to the families concerned. It will explain to the pertinent parties the necessity of upholding their obligations under IHL towards the dead, the missing and their families, and will incorporate key related messages on forensics in its IHL training sessions for military and police officers (see *Actors of influence*). It will also urge the authorities to strengthen legal and medico-legal frameworks, with a view to resolving more missing-persons cases and preventing disappearances.

#### Responding to the urgent needs of people affected by the international armed conflict

The ICRC, in partnership with the National Society whenever possible, will continue to help people meet their immediate needs and help them build their resilience to the effects of the hostilities, through the provision of cash and/or in-

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kind assistance. Its provision of material aid will also aim to help families get through winter. The ICRC will also provide assistance for food production and for initiatives to help households preserve or increase their income and meet the various demands on their financial resources (e.g. household expenses, school fees, funeral costs, medical bills). It will continue to support orphanages, social institutions, and other public institutions serving people with specific vulnerabilities, and technical services (e.g. veterinary and agriculture departments).

People affected by hostilities will be able to obtain suitable medical attention – from primary health care to treatment for chronic or other illnesses, and referrals to pertinent service providers – at health facilities receiving comprehensive support from the ICRC. In partnership with the Ukrainian Red Cross, the Norwegian Red Cross, and/or the health authorities, the ICRC will support the use of mobile health units to ensure that communities – particularly those in areas where health services have been disrupted – can obtain suitable care free of charge, and establish a system to refer patients efficiently for suitable care. The ICRC will endeavour to address mental-health and psychosocial needs of missing people's families, people formerly deprived of their freedom, communities near the front line, and others. To this end, it will continue to help community workers, National Society volunteers, and others become more capable of providing mental-health and psychosocial care. The ICRC will also help them preserve their own psychological and emotional well-being.

The ICRC will continue to increase its already extensive support for public utilities and local service providers, to increase access to clean water, electricity and other critical services. It will also continue to provide assistance for repairing houses damaged by the fighting, with a view to enabling people to be protected from the elements while also preserving their dignity. The ICRC will repair or upgrade public infrastructure, such as health-care centres, schools and medico-legal institutions; it will ensure that they are functioning and properly maintained. In particular, its infrastructural support for schools (e.g. installation of anti-blast film on windows) aims to help them continue conducting in-person classes more safely.

Risk-education activities conducted with the National Society or other local partners will seek to enable people living in or passing through weapon-contaminated areas to protect themselves more effectively from mines and ERW. These activities will be implemented digitally and in cooperation with community members. The ICRC will undertake activities related to economic security and/or health for mine victims. It will continue to build capacities among those involved in surveying, marking and clearing areas contaminated by mines and ERW and in dealing with chemical, biological, radiological and nuclear hazards. The ICRC will assist in the clearance of unexploded ordnance and help ensure that humanitarian activities are conducted safely for both people affected by hostilities and aid personnel. The ICRC will also seek to support the pertinent authorities in implementing IHL treaties on the use of weapons.

## PLAN OF ACTION AND INDICATORS

### PROTECTION OF CIVILIANS AND RESPECT FOR THE LAW

- monitor the situation of people affected by hostilities – including IDPs and returnees – document their protection-related concerns and discuss them confidentially with the parties concerned; call on the parties to comply with IHL and other applicable norms, for instance, by ensuring the protection of people who are not or are no longer fighting
- stand ready to facilitate – as a neutral and impartial intermediary – the safe passage of civilians, in agreement with the parties and on strictly humanitarian grounds; remind the parties to ensure the protection of displaced people and returnees, and access to essential services, and give them support for doing so
- seek to provide assistance to civilians caught in hostilities, particularly the most vulnerable among them

### PROTECTION OF FAMILY LINKS

- help address the psychosocial and economic needs of missing people's families (see *Economic security and Health* below) and refer them to other organizations for legal or administrative assistance; support similar efforts by associations of missing people's families

#### With the National Society

- offer family-links services – RCMs, phone calls and tracing – to people separated from their relatives; publicize these services among authorities, associations of missing people's families, and people separated from their families – through dissemination sessions, leaflets, and other means
- at their request, help reunite separated families; organize the transport of unaccompanied minors, older people, people with disabilities and others
- help relay official documents between family members; provide travel documents or attestations of arrest or detention, at the request of the people concerned
- organize meetings, round tables and other events for/with the NIB and other authorities involved in managing information on people reported missing (or deprived of their freedom), and for/with those handling the management of human remains; help them coordinate their efforts to ascertain the fate and whereabouts of missing people
- provide the NIB with tools, equipment, technical guidance and other support, in coordination with the CTA bureau
- seek – from families of missing people and families separated by conflict – information on their needs and concerns, and learn what they think of the ICRC's family-links services

### FORENSICS

- provide technical support and organize training, workshops and/or other activities for authorities, first responders, and others involved in managing and identifying human remains or in developing legal and

medico-legal frameworks; sponsor them to attend related events in other countries and encourage them to coordinate their activities

- provide medico-legal institutions, the health ministry, forensic professionals and others with the supplies and equipment necessary for proper management and identification of human remains; refurbish morgues and other forensic facilities in front-line areas (see *Water and habitat* below)
- explain to the parties to the conflict the importance of managing human remains properly, preventing disappearances, and upholding obligations under IHL towards the dead, the missing, and their families; incorporate elements of forensics in IHL training for military and police officers, and others (see *Actors of influence*)
- P meet with missing people's families and their communities regularly and talk with them, to understand their needs more fully; organize information sessions for them on the process of managing and identifying human remains, and on the humanitarian services that are available to them
- P with the agreement of all parties concerned, act as a neutral intermediary in recovering and repatriating human remains and handing them over to the families concerned

## ECONOMIC SECURITY



**Food consumption**  
600,000 people



**Food production**  
9,450 people



**Income support**  
331,675 people



**Living conditions**  
699,750 people

- A where markets are functioning, enable up to about 110,558 households (331,675 people) – including those with missing family members – to preserve or supplement their income and cover their urgent expenses, by providing them with multipurpose or conditional cash grants, material support and/or vocational training
- A provide greenhouses, drip-irrigation equipment, water tanks or fodder, or cash to buy them, for up to about 3,150 households (9,450 people), in order to help improve or restart food production

With the National Society:

- A distribute food parcels and/or cash for buying food to up to 600,000 vulnerable residents and IDPs
- donate hygiene kits, bedding, furniture, winter items and other essentials – or cash for buying these essentials – to up to 699,750 vulnerable residents and IDPs
- provide material and financial support to social institutions (e.g. orphanages, retirement homes) and to veterinary and agricultural departments, and/or others providing technical services

## HEALTH



**Health centres supported**  
89 structures

- help up to 35 health centres in areas affected by hostilities, by providing them with medicine and other supplies, staff training and/or financial support; in particular, donate insulin for diabetic patients; refer patients needing specialized care to other service providers; brief health staff on key aspects of the Health Care in Danger initiative
- stand ready to provide additional support to 40 other health centres during disease outbreaks, sudden displacement and other emergencies, or to support vaccination campaigns
- A with the National Society and local authorities, support the activation or maintenance of up to 14 mobile health units
- A train community workers, teachers, health-care providers, National Society volunteers and other first responders to provide mental-health and psychosocial support (to up to 850 people) and to practise stress management and self-care; provide such support directly to some of these people or refer them to other service providers
  - help organize individual or group counselling sessions and information sessions on mental health
  - maintain a hotline for people in emotional distress; give the National Society technical support for doing the same

## WATER AND HABITAT



**Water and habitat activities**  
7,590,000 people

- A provide public utilities and local service providers with material, financial, technical and infrastructural support to sustain their provision of clean water and other essential services for some 7,500,000 people
- A with the National Society, give up to 90,000 people financial or material assistance to repair homes damaged by the hostilities
- renovate or construct essential facilities, such as schools, primary-health-care facilities and medico-legal institutions

## WEAPON CONTAMINATION

- share key messages on mines/ERW through printed and audiovisual materials, social media, or direct interaction with communities; train National Society volunteers and local mine-action teams to promote risk awareness and safe practices among people affected by weapon contamination; where possible, help disseminate key messages to students
- provide safety briefings, equipment, training and/or technical support for local mine-action teams and others involved in surveying, marking and clearing weapon-contaminated areas, and/or dealing with chemical,

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biological, radiological and nuclear hazards; train medical workers involved in these operations to manage blast-related injuries

- A** conduct mine/ERW surveys in areas where the ICRC plans to carry out infrastructural projects and other activities, in order to minimize risks for both civilians and humanitarian workers; refer victims of mines/ERW to health or physical rehabilitation facilities, or to the ICRC's economic-security and health programmes, as appropriate
- A** provide technical guidance to the authorities in ensuring the implementation of IHL treaties regulating the use of weapons

### SUPPORT FOR THE NATIONAL SOCIETY

- P** provide funding, expert guidance, material assistance and other support for National Society activities to restore family links, deliver emergency assistance (e.g. through mobile health units or first-aid activities in partnership with the Norwegian Red Cross) and livelihood support, and promote mine-risk awareness and safe practices

## PEOPLE DEPRIVED OF THEIR FREEDOM

**Objective: People deprived of their freedom are afforded treatment and living conditions that meet internationally recognized standards. They are able to communicate with their relatives and receive the medical care they need.**

### Visiting people deprived of their freedom

The ICRC will pursue its dialogue with the parties to the international armed conflict, to ensure full and unimpeded access to POWs, civilian internees and others in their custody. It will also engage the pertinent authorities in dialogue on access to security detainees and other detainees within its purview. The ICRC will conduct its visits to these people in line with its standard procedures and with its mandate under IHL. During such visits, it will monitor the treatment, living conditions and access to health care of people deprived of their freedom. Afterwards, the ICRC will discuss its findings and recommendations confidentially with the authorities, to ensure that people deprived of their freedom are treated in accordance with IHL and other applicable norms.

The ICRC will continue to call on the parties to ensure the protection of people deprived of their freedom and to respect their judicial safeguards and the principle of *non-refoulement*. It will also seek to discuss with them such matters as the release and repatriation – on humanitarian grounds – of the wounded, the sick and other POWs with specific needs. It will keep up its efforts to help prison authorities and staff to develop their capacities in prison management.

The ICRC will seek to ensure that POWs and others deprived of their freedom stay in touch with their families. It will continue to act as a neutral intermediary in the exchange of correspondence between POWs and their families, in cooperation with the relevant parties. In this connection, it will enable families to know the fate and whereabouts of their relatives who are alleged to have been captured, with a view to preventing disappearances. It will urge the pertinent authorities to transmit information on protected persons to

the CTA bureau. It will also stand ready to act as a neutral intermediary when the parties release, transfer or hand over POWs and civilian internees.

The ICRC will seek to provide families of people deprived of their freedom – especially those headed by older or disabled people – with support to increase their income and/or become more financially resilient. Similar support will also be made available to those who have been released from custody. The ICRC will refer these people and their families to mental-health programmes, as necessary.

### Improving POWs' access to basic services

The ICRC will help the pertinent authorities ensure that POWs and other people held in relation to the international armed conflict have adequate access to basic necessities and to health services of good quality. The ICRC will donate medical equipment and consumables to detention facilities, and guide prison staff in improving the documentation of medical information. Hygiene kits and other essentials will be distributed to detainees. The ICRC will continue to urge the pertinent authorities to undertake the infrastructural improvements necessary to ameliorate the living conditions of detainees. It will itself carry out projects to upgrade basic prison facilities, including projects to improve water-supply systems.

## PLAN OF ACTION AND INDICATORS

### PROTECTION OF PEOPLE DEPRIVED OF THEIR FREEDOM

- P** though bilateral dialogue, written representations and other means, engage the authorities in dialogue to ensure full and unimpeded access to POWs, civilian internees and other people deprived of their freedom
- P** visit people deprived of their freedom in places to which the ICRC has been granted access, and monitor their treatment and living conditions; carry out these visits in accordance with the ICRC's standard procedures and its mandate under IHL; in a confidential manner, share findings from the visits and recommendations to the officials concerned
- P** provide the pertinent authorities with training, digital modules and other means of building their capacities in prison management; sponsor their attendance at conferences and other events, on the same subject, in other countries
- P** help the families of POWs and other people deprived of their freedom, and of those newly released, to receive the support that they need; refer them to economic-security or mental-health programmes (see also *Civilians* and below)
- P** help families know the fate and whereabouts of their captured relatives and prevent disappearances (see *Civilians*); more specifically:
  - request clarification from the authorities on the fate and whereabouts of people alleged to have been captured; seek access to the people in question
  - during its visits, register POWs and civilian internees; transmit its list to the CTA bureau

- remind the national information bureau and other relevant authorities to convey capture or internment cards – with basic personal information, in hard or digital copies – of protected persons to the CTA bureau

- provide family-links services, such as RCMs and oral messages, to people deprived of their freedom; provide the pertinent authorities with technical and material support to enable people in their custody to contact their families
- stand ready to act as a neutral intermediary in the release, transfer and handover of POWs and civilian internees

## ECONOMIC SECURITY

- distribute hygiene kits, bedding, clothes or other essentials for people deprived of their freedom; stand ready to donate essential items to more people deprived of their freedom, as needed
- provide cash, vocational training or other support for families of people deprived of their freedom, or for those newly released, to enable them to increase their income

## HEALTH

- provide facilities holding people deprived of their freedom with medicine and other supplies and basic equipment for providing primary health care; train prison staff in improving the documentation of medical information, including by digitizing such information
- follow up the state of POWs' health, including through individual interviews with them, during its visits (see above)
- stand ready to respond, during emergencies, to the health-related needs of people deprived of their freedom

## WATER AND HABITAT

- carry out repairs or upgrades to infrastructure in facilities holding people deprived of their freedom, or provide support for such work; seek to engage the pertinent authorities in dialogue on ensuring that people deprived of their freedom have access to essential services

## WOUNDED AND SICK

**Objective: Wounded and sick people receive appropriate medical and surgical care.**

### Ensuring the availability of timely medical care

The ICRC will continue to pursue various efforts to ensure a continuum of care for the wounded and the sick. It will work towards making life-saving care and physical rehabilitation, as well as essential medicine and blood services, accessible to everyone who needs them. The ICRC will continue to support the Ukrainian Red Cross Society's first-aid programme, with a view to increasing the number of people capable of providing effective and timely first aid. The emergency medical system will be given the assistance necessary to ensure that the wounded or those facing medical emergencies can obtain basic and advanced life-saving treatment from skilled personnel in a timely manner. The ICRC will provide hospitals and blood banks – especially those unable to secure the necessary supplies – with material and other support. It will help ensure that hospitals have the resources needed to cope with sudden

mass-casualty events. Facilities damaged or otherwise affected by the conflict will receive infrastructural upgrades. The ICRC will develop capacities among hospital staff.

Among the key facilities mentioned above is the Bakhmut hospital, at which the ICRC has been supporting the construction of an emergency department. The ICRC will continue to support this project, which will help the hospital provide emergency care in accordance with international guidelines for treating trauma patients. Staff will be given assistance to build their capacities. The ICRC will also seek to help disabled people obtain rehabilitative care and seek also to advance their social inclusion.

## PLAN OF ACTION AND INDICATORS

### MEDICAL CARE



**Hospitals supported**  
90 structures

- remind the parties to the conflict to ensure respect for the rights of wounded and sick people and for those of medical services
- provide regular support to up to 25 hospitals and ad hoc support to another 60, including those admitting wounded people or situated near areas affected by hostilities; in particular, donate supplies and equipment, including those needed for treating wounds or preventing and controlling infections
- during emergencies, give some of these hospitals additional medical supplies or assign a mobile surgical team to them
- donate consumables and other supplies to up to five blood banks
- help local emergency services to enable wounded or sick people to reach medical facilities in a timely manner
  - supply ambulance stations with equipment, drugs and other items; train their staff in emergency care
  - provide financial, material and technical support for the National Society's emergency response teams
- organize workshops for health workers on basic and advanced life-saving care, triage, first aid for emotional trauma, mass-casualty management and reconstructive surgery
- give up to 500 wounded civilians cash for covering their medical expenses

### WATER AND HABITAT



**Water and habitat activities**  
8 structures

- repair or upgrade infrastructure at up to eight health facilities (e.g. hospitals, physical rehabilitation centres, mental-health facilities) that have been damaged or otherwise affected by the conflict

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## PHYSICAL REHABILITATION



**Projects supported**  
28 projects

- give material, technical and other support to up to 28 institutions serving people with physical disabilities
  - back the provision of rehabilitative services, including wheelchairs or mobility aids, to about 900 disabled people<sup>1</sup>
  - enable up to 300 disabled people to take part in sports, higher education or vocational training
- reinforce the incorporation of physical rehabilitation in the continuum of care provided to patients at primary-health-care facilities, hospitals, and places holding people deprived of their freedom
- engage the pertinent authorities in dialogue on developing national standards for physical rehabilitation; support associations of physiotherapists in conducting training aimed at the professional development of their members

## ACTORS OF INFLUENCE

**Objective: Political decision makers and all weapon bearers understand and respect IHL and other fundamental rules protecting people during armed conflict and other situations of violence, and incorporate them in their decision-making. The media, NGOs and community leaders help foster awareness of humanitarian issues and IHL, thus securing greater respect for human dignity. All actors understand the ICRC's mandate and support its work and that of the Movement.**

### Raising awareness of humanitarian issues

The ICRC will continue to keep itself abreast of the needs of the communities it serves, inform them of its activities, collect their views and suggestions, and then adapt its response as necessary. It will continue running a community contact centre – consisting of a hotline, mobile messaging applications and other platforms – to facilitate two-way communication between the ICRC and the people whom it seeks to assist. People affected by the international armed conflict will be given potentially life-saving information on such matters as the threat of mines and ERW and the family-links services available to them. The ICRC's public communication – through both traditional and social media – will aim to broaden public awareness of humanitarian issues in Ukraine, and to counter misinformation/disinformation about the ICRC's principled humanitarian action. The Ukrainian Red Cross Society will be given support to reinforce its public communication.

### Fostering respect for IHL and other applicable norms

The ICRC will expand its efforts to broaden knowledge and acceptance of its work, and of IHL and other applicable norms, among the authorities, government officials, weapon bearers, community leaders and other key actors in Ukraine. It will develop its dialogue on protection-related matters with the

Ukrainian military (see *Civilians*). It will give the Ukrainian military and police support for integrating IHL and other pertinent norms, and international policing standards, into their training and operations.

Efforts to advance the ratification of IHL instruments, and the incorporation of key provisions of these instruments in domestic law, will be kept up. The national IHL committee, legislators, members of the judiciary, and other government officials will be given guidance in this regard. The ICRC will promote the implementation of existing legislation, such as laws concerning missing people and mine action (see *Civilians*). It will seek to develop local interest and expertise in IHL through various forms of interaction with academics and students. It will continue to give the National Society technical and other assistance for developing its ability to promote respect for IHL.

## PLAN OF ACTION AND INDICATORS

- conduct dialogue with the authorities, military officials and other stakeholders to advance their understanding and broaden acceptance among them for the mission and activities, and neutral, impartial and independent approach of the ICRC, the National Society and the wider Movement; organize round tables, briefings and other events for these actors on issues of common concern
- provide technical guidance and organize training for the military and the police, on integrating IHL and international policing standards into their operations and training, and for government officials and members of the national IHL committee, on ratifying IHL instruments or incorporating key provisions of these instruments in domestic law; enable representatives from the national IHL committee to attend regional forums
- produce and disseminate reference materials, in Ukrainian, on IHL; organize briefings, workshops, competitions and other events for political and community leaders, academics, students and others; if the situation permits, sponsor some of them to attend events in other countries
- produce content for traditional and social media on the humanitarian issues in Ukraine and the ICRC's humanitarian response to them; coordinate with the National Society and other Movement partners on communication campaigns
- seek direct involvement with people affected by hostilities and collect their views on the ICRC's activities, through ICRC hotlines and other means, integrated in a community contact centre

## SUPPORT FOR THE NATIONAL SOCIETY

- give the National Society training, material support and other assistance for promoting IHL and the respect due to the emblems protected under it, and for improving its public communication

1. Based on aggregated monthly data, which include repeat users of physical rehabilitation services.

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## RED CROSS AND RED CRESCENT MOVEMENT

**Objective: The Ukrainian Red Cross Society has a strong legal basis for independent action and carries out its core activities effectively. Movement components in Ukraine coordinate their activities and implement them in a neutral, impartial and independent manner.**

As the ICRC's main partner in delivering humanitarian services, the Ukrainian Red Cross Society helps the ICRC to co-convene the Movement's response to the needs of people affected by the international armed conflict (see *Civilians*). The ICRC will give the National Society comprehensive support to strengthen its ability to provide – in line with the Safer Access Framework – effective humanitarian assistance for people affected by armed conflict and other emergencies. The National Society will also be assisted to implement partnership agreements with other Movement components to ensure that the Movement is meeting as many needs as possible. The National Society, the ICRC, the International Federation and other members of the Movement present in Ukraine will continue to work closely together to mount an effective response to humanitarian needs, and broaden and increase the impact of the Movement's collective response and its advocacy efforts.

## PLAN OF ACTION AND INDICATORS

- as co-convenor of the Movement's efforts in Ukraine, together with the National Society: coordinate the efforts of Movement partners, while also giving priority to the National Society's local knowledge, expertise and access; form partnerships with a number of different National Societies; and work in close coordination with the International Federation and other Movement partners in Ukraine
- work with the National Society to deliver emergency aid and help it to sustain its core services, such as home-based care and emergency response, through funding and material assistance
- provide the National Society with financial, material, technical and staffing support, in the short and medium term, for building its capacities in emergency response and in information and communications technology, financial management and organizational development

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|--------------------|----------------------------------|---------------|------------|
| Standard:          | NGOs                             | Revision no.: | 4          |
| General Conditions | Grant Management Regime I and II | Date:         | April 2022 |

## PART II: GENERAL CONDITIONS APPLICABLE TO GRANTS FROM THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

### TABLE OF CONTENTS

|    |                                                                                |    |
|----|--------------------------------------------------------------------------------|----|
| 1  | WORK PLAN AND BUDGET.....                                                      | 2  |
| 2  | PROGRESS REPORT .....                                                          | 2  |
| 3  | FINANCIAL REPORT .....                                                         | 2  |
| 4  | FINAL REPORT .....                                                             | 3  |
| 5  | AUDIT .....                                                                    | 3  |
| 6  | CONTROL MEASURES.....                                                          | 4  |
| 7  | FINANCIAL MANAGEMENT.....                                                      | 4  |
| 8  | EXCHANGE RATE FLUCTUATIONS .....                                               | 5  |
| 9  | EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS.....                   | 5  |
| 10 | REAL PROPERTY .....                                                            | 6  |
| 11 | TRANSFER OF THE GRANT TO A COOPERATING PARTNER .....                           | 6  |
| 12 | CHANGES OR CIRCUMSTANCES AFFECTING THE PROJECT OR THE GRANT<br>RECIPIENT ..... | 7  |
| 13 | EXTENSION OF THE SUPPORT PERIOD.....                                           | 7  |
| 14 | TRANSPARENCY .....                                                             | 7  |
| 15 | FINANCIAL IRREGULARITIES.....                                                  | 7  |
| 16 | SEXUAL EXPLOITATION, SEXUAL ABUSE AND SEXUAL HARASSMENT .....                  | 8  |
| 17 | CONFLICT OF INTEREST .....                                                     | 9  |
| 18 | BREACH OF THE AGREEMENT .....                                                  | 9  |
| 19 | TERMINATION OF THE AGREEMENT .....                                             | 10 |
| 20 | WAIVER AND IMMUNITIES .....                                                    | 10 |
| 21 | LIABILITY .....                                                                | 11 |
| 22 | ASSIGNMENT .....                                                               | 11 |
| 23 | RECOGNITION AND PUBLICATION .....                                              | 11 |
| 24 | ENTRY INTO FORCE, DURATION AND AMENDMENT .....                                 | 11 |
| 25 | CHOICE OF LAW AND SETTLEMENT OF DISPUTES.....                                  | 11 |

Tabu  
ff

## **1 WORK PLAN AND BUDGET**

- 1.1 Any updated work plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework.
- 1.2 Any updated budget to be submitted in accordance with the Specific Conditions shall be based on the approved budget in Annex A and include estimated income to the Project from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Project in the upcoming reporting period shall be clearly stated.

## **2 PROGRESS REPORT**

- 2.1 Any progress reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the reporting period. The report shall be set up in a way that allows direct comparison with the latest approved Application, work plan and budget, and shall be signed by an authorised representative of the Grant Recipient.
- 2.2 The progress reports shall, as a minimum, include:
  - a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
    - show delivered main outputs compared to planned Outputs;
    - show the Project's progress towards achieving the Outcome;
    - if possible, describe the likelihood of the Impact being achieved.
  - b) an account and assessment of deviations from the latest approved Application and/or work plan;
  - c) a brief update on the risk management of the Project, including:
    - any new risk factors;
    - how materialized risks have been handled in the reporting period;
    - the effectiveness of mitigating measures;
    - how risks will be handled going forward.The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in the Specific Conditions article 3 shall always be accounted for.
  - d) a brief account of work undertaken to prevent instances of financial irregularities and sexual exploitation, sexual abuse and sexual harassment (SEAH).

## **3 FINANCIAL REPORT**

- 3.1 Any financial report to be submitted in accordance with the Specific Conditions shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an identification of any deviations from the budget as per clause 3.3 below. The financial report shall be certified by the financial controller (or equivalent) as well as an authorised representative of the Grant Recipient.
- 3.2 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:
  - a) income from all sources, including bank interest. Norad's contribution shall be specified;
  - b) expenses charged/capitalised in the relevant reporting period;
  - c) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
  - d) unused funds as per the reporting date. Norad's share shall be specified;

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- e) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
  - f) balance sheet, when required in accordance with the accounting principles applied;
  - g) explanatory notes including a description of the accounting principles used and any other explanatory material necessary for transparent financial reporting of the Project.
- 3.3 Deviations from the approved budget shall be highlighted with information about both nominal amounts and percentage of each deviation. The Grant Recipient shall include a written explanation of any deviations amounting to more than 10% of a budget line and exceeds NOK 15 000 (fifteen thousand).

#### **4 FINAL REPORT**

- 4.1 The final report to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project during the Support Period. The report shall be set up in a way that allows for a direct comparison with the Application and shall be signed by an authorised representative of the Grant Recipient.
- 4.2 The final report shall, as a minimum, include:
- a) the items listed for the progress reports described in article 2 of the General Conditions, covering the entire Support Period;
  - b) an assessment of the Project's effect on society (Impact);
  - c) a description of the main lessons learned from the Project;
  - d) an assessment of how efficiently Project resources have been turned into outputs
  - e) an assessment of the sustainability of the achieved results by the Project.

#### **5 AUDIT**

- 5.1 If an audit of the Project's financial statements is required pursuant to the Specific Conditions article 6, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).
- 5.2 Norad reserves the right to approve the auditor and may require that the auditor shall be replaced if Norad finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.
- 5.3 The auditor shall form an opinion on whether the Project's financial statements fairly reflect the financial position of the Project and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework and the requirements of article 3 of the General Conditions.
- 5.4 The auditor shall report in accordance with the applicable audit standards, as agreed in the Specific Conditions.
- 5.5 The audit report shall include:
- a) the Project name and agreement number;
  - b) the Project period subject of the audit;
  - c) reference to the financial reporting framework applied;
  - d) the auditing standards applied;
  - e) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
  - f) the auditor's opinion.

- 5.6 If any findings have been reported in the Project's management letter, the Grant Recipient shall prepare a response including an action plan to be submitted to Norad together with the management letter.
- 5.7 The costs of the audit of the Project's financial statements shall be included in the Project's budget.
- 5.8 The audit requirements stated in this Agreement are applicable for the total Grant, including any part of the Grant that has been transferred to a cooperating partner.
- 5.9 The auditor of the Project's consolidated financial statement is responsible for the direction, supervision and performance of the audit of any part of the Grant that has been transferred to a cooperating partner. The auditor shall assure itself that those performing the audit for cooperating partners have the appropriate qualifications, that the audit is in compliance with professional standards, and that the audit report is appropriate under the circumstances. ISA 600 establishes standards and provide guidelines when using the work of other auditors.
- 5.10 The auditor of the Project's consolidated financial statement shall express an opinion on whether the statement is prepared, in all material respects, in accordance with the applicable financial reporting framework and the requirements of article 3. To this end, the auditor shall obtain sufficient appropriate audit evidence regarding the financial statements of the cooperating partner and the consolidation process.

## **6 CONTROL MEASURES**

- 6.1 Representatives of Norad and the Norwegian Auditor General may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project. The objective of such control measures may be i.a to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.
- 6.2 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.
- 6.3 The representatives of Norad and the Norwegian Auditor General shall also have access to the Grant Recipient's auditor and the auditor's assessments of all information pertaining to the Grant Recipient and the Project. The Grant Recipient shall release the auditor from any confidentiality obligations in order to facilitate such access.
- 6.4 The rights and obligations of this article 6 shall remain in force for 5 years following expiry or termination of the Agreement, whichever occurs later.

## **7 FINANCIAL MANAGEMENT**

- 7.1 The Grant Recipient shall keep accurate accounts of the Project's income and expenditure using an appropriate accounting- and double-entry book-keeping system<sup>1</sup>.

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<sup>1</sup> A double-entry bookkeeping a system is system of bookkeeping where every entry to an account requires a corresponding and opposite entry to a different account.

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- 7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations<sup>2</sup> and cash reconciliations<sup>3</sup> shall be completed at least every month, and shall be documented by the Grant Recipient.
- 7.3 Accounts and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. Insufficient documentation may render the expenditure ineligible. The accounts must provide details of bank interest accrued on the Grant.
- 7.4 The Grant Recipient shall keep the Project's accounting records for at least 5 years from the time of Norad's approval of the final report for the Project. This shall include i.a. vouchers, receipts, contracts and bank statements.

## **8 EXCHANGE RATE FLUCTUATIONS**

- 8.1 If the Grant is converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by Norad. Exchange rates must be stated to four decimal places.
- 8.2 If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project, the Grant Recipient shall inform Norad as soon as possible.
- 8.3 If exchange rate fluctuations increase the value of the Grant, the surplus shall be treated as disbursed Grant funds and used for Project purposes. This means that net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Support Period, unless otherwise agreed between the Parties.

## **9 EQUIPMENT, CONSUMABLES AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The right of ownership to equipment, consumables and intellectual property rights procured or developed by use of the Grant shall vest in the Grant Recipient or its cooperating partner, unless otherwise stated in the Application. All matters associated with such equipment, consumables and intellectual property rights are the exclusive responsibility of the Grant Recipient. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the Norad's prior approval.
- 9.2 Intellectual property rights financed in whole or in part from the Grant shall, in the spirit of securing such rights as a common global good, be managed in a way that maximizes their public accessibility and allows the broadest possible use. Material produced as a result of this Grant shall, as far as possible and appropriate, be placed in the public domain for non-commercial use.

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2 Bank reconciliation is a process of verifying whether the sum found in the bank statements at the end of the period correspond with transactions recorded in the accounting system. This is usually done in conjunction with closure of the accounting records.

3 Cash reconciliation is a process of verifying whether the cash at hand at the end of the period corresponds with the amount of cash in the beginning of the period and the registrations of withdrawals and deposits in the period. This is usually done in conjunction with closure of the accounting records.

- 9.3 Norad shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. Norad may assign this right to any individual or organisation at its own discretion.
- 9.4 Transfer of ownership of such equipment, consumables or intellectual property rights during the Support Period shall be made at market terms. Ownership may not be transferred to an employee of the Grant Recipient or its cooperating partner, or to anyone related or connected to an employee, if such relation could lead to a conflict of interest as described in article 17 of the General Conditions.
- 9.5 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with Norad. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 9.6 The Grant Recipient shall prepare a record of transfer of ownership for any equipment, consumables and intellectual property rights. The record shall comprise information about the object of transfer, the original purchase price paid by the Grant Recipient, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to Norad along with the first progress report due after the sale.
- 9.7 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Grant Recipient shall inform Norad about the remaining equipment and goods that have been purchased by use of the Grant. The Norad may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to Norad.

## **10 REAL PROPERTY**

- 10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by Norad. Where Norad has approved a purchase or construction of real property such approval must be formalised in the Specific Conditions or in a separate agreement document.
- 10.2 The Grant Recipient and Norad shall in such agreement decide on the details concerning the ownership and the status of the real property after the end of the Support Period and/or the end of the Project.
- 10.3 Norad may in such an agreement require i.a. that the real property shall be sold after the end of the Support Period and that the proceeds from the sale shall be repaid to Norad. Norad may also reserve the right to establish security interests in any real property purchased by use of the Grant.

## **11 TRANSFER OF THE GRANT TO A COOPERATING PARTNER**

- 11.1 Transfer of all or part of the Grant including assets to a cooperating partner must be documented through a written sub-grant agreement. The sub-grant agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement which is relevant to the sub-grant agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its overall obligations under the Agreement.
- 11.2 The sub-grant agreement shall include provisions for results and financial reporting, audit, procurement and measures to prevent financial irregularities and sexual exploitation, abuse and harassment. Furthermore, the sub-grant agreement shall explicitly state that:

- a) both the Grant Recipient, Norad and the Norwegian Auditor General shall have access to undertake such control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions,
  - b) the Grant Recipient shall be entitled to claim repayment from the cooperating partner in the same instances and to the same extent that Norad is entitled to claim repayment from the Grant Recipient, and that Norad has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
  - c) the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 25 of the General Conditions for any dispute arising between the cooperating partner and Norad.
- 11.3 The Grant Recipient shall assure itself that the cooperating partner has the necessary competence and internal procedures to meet the requirements of the Agreement that are relevant for the sub-grant agreement and shall follow-up the cooperating partner's compliance with such requirements throughout the Support Period.
- 11.4 The Grant Recipient must obtain and assess management letters issued to all cooperating partners. Any significant findings and a response including an action plan to be submitted to Norad.
- 11.5 The Grant may not be transferred to a cooperating partner who has previously been charged or sentenced for any criminal activity unless explicitly approved by Norad.
- 11.6 The Grant Recipient shall remain fully responsible towards Norad for any part of the Grant including assets that has been transferred to a cooperating partner.

## **12 CHANGES OR CIRCUMSTANCES AFFECTING THE PROJECT OR THE GRANT RECIPIENT**

- 12.1 The Grant Recipient shall immediately inform Norad of circumstances likely to hamper, delay or otherwise significantly affect the successful implementation of the Project. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation. Norad may suspend disbursement of the Grant until the implications for the Project has been assessed.

## **13 EXTENSION OF THE SUPPORT PERIOD**

- 13.1 The Grant Recipient may request an extension of the Support Period if this is necessary to complete all planned activities. The request must state the reasons for the delay and supporting documentation must be enclosed. Norad shall approve or decline the request in writing.

## **14 TRANSPARENCY**

- 14.1 Norad may make this Agreement and other Project documentation, such as but not limited to, the Application and agreed reports available to the public to promote transparency of the use of public funds.
- 14.2 The Grant Recipient shall make the Project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may only be denied if such disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests.

## **15 FINANCIAL IRREGULARITIES**

15.1 The Grant Recipient is required to practise zero tolerance against corruption and other financial irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and where relevant beneficiaries of the Grant.

15.2 "Financial irregularities" refers to all kinds of:

- a) corruption, including bribery, nepotism and illegal gratuities;
- b) misappropriation of cash, inventory and all other kinds of assets;
- c) financial and non-financial fraudulent statements;
- d) all other use of Project funds which is not in accordance with the Agreement.

15.3 In order to fulfil the zero-tolerance requirement, the Grant Recipient shall:

- a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
- b) do its utmost to prevent and stop financial irregularities within and related to the Project;
- c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

15.4 The Grant Recipient shall inform Norad immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide Norad with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate.

15.5 The matter will be handled by Norad in accordance with Norad's guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with Norad's investigation and follow-up. If requested by Norad, the Grant Recipient shall, provided there is sufficient basis for taking legal steps, report the suspicions to the police, commence civil proceedings for recovery of damages or apply other appropriate sanctions against persons or entities suspected of financial irregularities. However, in cases where the Grant Recipient is concerned that due process of law may be unavailable, the matter shall instead be included in the account and assessment referred to in clause 15.4 for discussion of a mutually acceptable course of action.

## **16 SEXUAL EXPLOITATION, SEXUAL ABUSE AND SEXUAL HARASSMENT**

16.1 Norad has zero tolerance for inaction against sexual exploitation, abuse and harassment (SEAH). The Grant Recipient shall have a victim/survivor-centred approach to SEAH issues and take all reasonable steps to prevent, detect and respond to SEAH within and related to the Project. This obligation applies to all staff members, consultants and other non-staff personnel, cooperating partners and any third parties involved in activities funded by the Grant.

16.2 The following definitions apply:

- a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- c) Sexual harassment: Any form of unwanted sexual attention that has the purpose or effect of being offensive, frightening, hostile, degrading, humiliating or troublesome.

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**16.3 The Grant Recipient shall:**

- a) Adhere to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability,
- b) have ethical guidelines that include policies on prevention and response to SEAH,
- c) organise its operations and internal control systems in a way that SEAH is prevented, detected and responded to,
- d) take swift action on suspicions or complaints of SEAH to stop harm occurring, investigate and report to relevant authorities (for criminal matters), after considering the rights, needs and wishes of the survivor/victim.

16.4 The Grant Recipient shall inform Norad immediately of any indications of SEAH credible enough to warrant an investigation within or related to the Project as well as indications of SEAH not directly linked to the Project but of significant impact on the partnership with Norad.

16.5 The Grant Recipient shall provide Norad with a report of the relevant facts and an assessment of how the matter will be followed up, including whether the organisation will improve internal systems to prevent, detect and respond to SEAH, and whether criminal prosecution or other sanctions are considered appropriate, considering the rights, needs and wishes of the survivor/victim. The reporting will be made without compromising the safety, security, privacy, and due process rights of any concerned person. The report will be handled by Norad in accordance with Norad’s guidelines for handling notifications of sexual abuse, sexual exploitation, and sexual harassment by grant recipients.

16.6 Upon request from Norad, the Grant Recipient shall grant the Norad access to all relevant information and documentation related to the Grant Recipient’s adherence with this article.

**17 CONFLICT OF INTEREST**

17.1 The Grant Recipient shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.

17.2 Conflict of interest refers to any situation where the impartial and objective exercise is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person. The obligation to avoid conflict of interest applies to anyone acting on behalf of the Grant Recipient.

17.3 If a conflict of interest occurs, the Grant Recipient shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

17.4 If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special significance to the Project, the decision or transaction may not be concluded without the prior, written approval of Norad.

**18 BREACH OF THE AGREEMENT**

18.1 If the Grant Recipient fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities, Norad may suspend disbursement of all or part of the Grant.

18.2 In the event of material breach of the Agreement, Norad may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant. A repayment claim may

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also include interest and any other financial gain obtained by the Grant Recipient as a result of the financial irregularity.

18.3 Material breach of the Agreement shall include, without limitation, the following situations:

- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved work plans and budget,
- b) the Grant Recipient has made false or incomplete statements to obtain the Grant,
- c) the use of the Grant has not been satisfactorily accounted for,
- d) the Grant Recipient has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
- e) the Grant Recipient has failed to take preventive measures against sexual exploitation, sexual abuse, or sexual harassment, to detect or respond to indications thereof, or to take corrective action when sexual exploitation, sexual abuse or sexual harassment has occurred, in accordance with article 16 of the General Conditions,
- f) financial irregularities, grave professional misconduct, or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
- g) the Grant Recipient has failed to inform Norad of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
- h) the Grant Recipient has changed legal personality without prior notification to Norad,
- i) the Grant Recipient is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.

18.4 The Grant Recipient shall inform Norad immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide Norad with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

18.5 Norad may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between Norad and the Grant Recipient has been established.

## **19 TERMINATION OF THE AGREEMENT**

19.1 Each of the Parties may terminate the Agreement upon a written notice.

19.2 The Support Period shall end three months after the date of the notice of termination. During these three months, the Grant Recipient may only use the Grant to cover commitments that have been established before the date of the notice of termination.

19.3 If the Project cannot continue without the Grant, the Grant Recipient shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

19.4 The Grant Recipient shall submit a final report to Norad within three months of the end of the Support Period. The final report shall meet the requirements set out in article 4 of the General Conditions and shall also include a financial report and audit report covering the period from the previous financial report until the end of the Support Period.

19.5 The Agreement will be considered terminated when the final report has been approved by Norad and any remaining funds have been repaid.

## **20 WAIVER AND IMMUNITIES**

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- 20.1 Nothing in the Agreement or any document related to the Agreement or Norad's acceptance of other countries' jurisdiction in disputes arising from this Agreement shall imply that Norad, the Government of Norway or any of their employees are deemed to have, expressly or implicitly waived any privileges or immunities they may have. This article 20 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 25 of the General Conditions.

## **21 LIABILITY**

- 21.1 Norad shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Grant Recipient or its agencies, staff or property as a direct or indirect consequence of the Project or services provided thereunder. Norad will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.
- 21.2 The Grant Recipient shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Grant Recipient shall indemnify Norad against any claim or action from the Grant Recipient's staff or third parties in relation to the Project.

## **22 ASSIGNMENT**

- 22.1 The Agreement and/or the Grant may not be assigned to a third party without the prior written consent of Norad. This shall not, however, prevent transfer of parts of the Grant to a cooperating partner in accordance with article 11 of the General Conditions.

## **23 RECOGNITION AND PUBLICATION**

- 23.1 The Grant Recipient shall acknowledge Norad's support to the Project in all publications and other materials issued in relation to the Project. Norad's logotype will be provided by Norad upon request. All use of Norad's logotype must be approved by Norad.

## **24 ENTRY INTO FORCE, DURATION AND AMENDMENT**

- 24.1 The Agreement shall enter into force at the date of the last signature and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with the provisions of the General Conditions. Whether the obligations of the Agreement shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by Norad in a completion letter.
- 24.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.
- 24.3 Termination or expiry of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination or expiry.

## **25 CHOICE OF LAW AND SETTLEMENT OF DISPUTES**

- 25.1 The Agreement shall be governed and construed in accordance with Norwegian law.

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- 25.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.
- 25.3 Any dispute arising out of or in connection with the Agreement that cannot be solved amicably, shall exclusively be settled before the Norwegian courts of law with Oslo District Court as legal venue.
- 25.4 Norad may, at its own sole discretion and as an alternative to the legal venue mentioned above, choose to settle the dispute by
- a) the courts in the legal venue of the Grant Recipient, or
  - b) arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. If the disputed amount is below an amount corresponding to NOK 10 000 000 the arbitral tribunal shall, however, be composed of a sole arbitrator. The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English. The Parties agree that neither the arbitral proceedings nor the award shall be subject to any confidentiality.
- 25.5 The Parties agree that no other courts of law, than as set out in this article 25, shall have jurisdiction over disputes arising out of or in connection with this Agreement.

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| Standard:              | NGOs                             | Revision no.:     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

# PART III: PROCUREMENT PROVISIONS

## APPLICABLE TO GRANTS FROM

## THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

## AND NORAD

### TABLE OF CONTENTS

|                                                    |   |
|----------------------------------------------------|---|
| PRINCIPLES .....                                   | 2 |
| 1 SOUND FINANCIAL MANAGEMENT.....                  | 2 |
| 2 EQUAL TREATMENT AND NON-DISCRIMINATION .....     | 2 |
| 3 ETHICS IN PROCUREMENT.....                       | 2 |
| 4 SUSTAINABLE PROCUREMENT.....                     | 3 |
| GENERAL RULES.....                                 | 3 |
| 5 NOTORIETY .....                                  | 3 |
| 6 CONFLICT OF INTEREST .....                       | 3 |
| 7 VALUATION OF CONTRACTS AND THRESHOLDS.....       | 3 |
| 8 TENDER DOCUMENTS .....                           | 3 |
| 9 EVALUATION OF TENDERS.....                       | 4 |
| 10 GROUNDS FOR DISQUALIFICATION OF TENDERERS ..... | 4 |
| 11 VERIFICATION OF QUALIFICATIONS .....            | 4 |
| 12 PROCUREMENT PROTOCOL .....                      | 5 |
| 13 CONTROL AND COMPLIANCE .....                    | 5 |
| PROCUREMENT METHODS .....                          | 6 |
| 14 OPEN TENDERING .....                            | 6 |
| 15 SIMPLIFIED TENDERING.....                       | 6 |
| 16 SINGLE SOURCE PROCUREMENT .....                 | 6 |
| 17 NEGOTIATED PROCEDURE .....                      | 7 |
| 18 EXISTING FRAMEWORK AGREEMENTS.....              | 7 |

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|                        |                                  |                   |           |
|------------------------|----------------------------------|-------------------|-----------|
| Standard:              | NGOs                             | Revision no.:     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

## PART III: PROCUREMENT PROVISIONS

This Part III of the Agreement sets out the minimum rules and principles which shall be applied by the Grant Recipient and their sub-grantees for all procurements under the Project/Activity funded by grants received from MFA or Norad.

### PRINCIPLES

#### 1 SOUND FINANCIAL MANAGEMENT

- 1.1 All procurement must be justified, reasonable and compliant with sound financial management.
- 1.2 Sound financial management means that the Grant must be used in accordance with the principles of economy, efficiency, and effectiveness:
  - a) The principle of economy refers to resources required being made available in due time, in appropriate quantity and quality and at the best price.
  - b) The principle of efficiency refers to the relationship between the resources spent and results achieved.
  - c) The principle of effectiveness refers to the degree of which the procurement process meets the intended outcome.

#### 2 EQUAL TREATMENT AND NON-DISCRIMINATION

- 2.1 Fair competition is the foundation for sound procurement. Tenderers shall be treated equally and without discrimination throughout the procurement process.
- 2.2 Open and transparent processes are essential for promoting competition and minimising the risk of corruption. Where the design or execution of a procurement process is made with the intention of unduly favouring or disadvantaging certain tenderers the competition will be considered artificially narrowed and in breach with the principle of equal treatment and non-discrimination.

#### 3 ETHICS IN PROCUREMENT

- 3.1 Grant recipients, as well as tenderers, suppliers, contractors, and consultants under contracts financed in whole or in part by the Grant shall observe the highest standards of ethics during the procurement and execution of contracts.
- 3.2 This shall always include:
  - a) Respecting minimum ILO standards such as the respect of working conditions and avoidance of child labour.
  - b) Respecting basic social rights and environmental aspects.
  - c) Having zero-tolerance for corruption and financial irregularities.
  - d) Having zero-tolerance for inaction to sexual exploitation, sexual abuse, and sexual harassment (SEAH).



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|------------------------|----------------------------------|-------------------|-----------|
| Standard:              | NGOs                             | Revision no.:     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

#### **4 SUSTAINABLE PROCUREMENT**

- 4.1 Grant recipients shall endeavour to consider environmentally-sound products and/or services when defining criteria and requirements for procurement.
- 4.2 Grant recipients shall, when procuring services, endeavour to limit the amount of travel needed to perform the services and when relevant and appropriate instead use virtual meetings and/or phone conferences.

#### **GENERAL RULES**

#### **5 NOTORIETY**

- 5.1 Grant recipients shall keep sufficient and appropriate records and documentation about the procurement procedure, the selection criteria set, evaluations made and award decisions.

#### **6 CONFLICT OF INTEREST**

- 6.1 Grant recipients shall avoid any situation of conflict of interest. Conflict of interest refers to any situation where the impartial and objective exercise is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.
- 6.2 Contracts may not be awarded to tenderers that are subject to a conflict of interest without an explicit written approval from MFA/Norad.
- 6.3 The obligation to avoid conflict of interest applies to anyone acting on behalf of the grant recipient.

#### **7 VALUATION OF CONTRACTS AND THRESHOLDS**

- 7.1 All monetary amounts referred to in this Part III are amounts excluding value-added tax (VAT).
- 7.2 To determining the applicable procurement method, grant recipients shall ensure that the estimation of the contract value is made correctly and includes all costs related to the specific contract.
- 7.3 Any form of options and extensions of the contract shall be included when estimating the contract value.
- 7.4 No contract may be split-up with the intention of avoiding the application of a formal procurement method.

#### **8 TENDER DOCUMENTS**

- 8.1 The tender documents shall furnish all information necessary for a prospective tenderer to prepare a responsive tender for the goods, works or services to be provided.

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|------------------------|----------------------------------|-------------------|-----------|
| Standard:              | NGOs                             | Revision no.:     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

- 8.2 The tender documents shall be drafted to encourage the widest possible competition. They shall clearly define the scope of works, goods, or services to be supplied, the rights and obligations of the tenderer and the grant recipient and set out fair and non-discriminatory criteria for selecting the winning tender.

## 9 EVALUATION OF TENDERS

- 9.1 The evaluation of tenders shall be made in a neutral and transparent manner and in accordance with the criteria pre-determined in the call for tenders.
- 9.2 Where the value of the contract exceeds NOK 1,000,000 an evaluation committee must be set up to evaluate the received tenders. This committee must have an odd number of members with the technical and administrative capacities to give an informed opinion of the tenders.

## 10 GROUNDS FOR DISQUALIFICATION OF TENDERERS

- 10.1 A tenderer should be excluded from the evaluation and the award of a contract, if:
- a) They are bankrupt or is being wound up, whose affairs are being administered by court, has entered an arrangement with creditors, has suspended business activities or is subject of an injunction against running business by court.
  - b) They are the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by court, or for an arrangement with creditors or of any other similar proceedings.
  - c) They have been found guilty of grave professional misconduct by any means which the grant recipient can justify.
  - d) They are not registered in a national official register or registered for declaration and payment of tax in accordance with national legislation.
  - e) They have not fulfilled obligations relating to payments of taxes or social security contributions.
  - f) They or persons having powers of representation, decision-making or control over them have been convicted for fraud, corruption, involvement in a criminal organisation or money laundering.
  - g) They or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct.

## 11 VERIFICATION OF QUALIFICATIONS

- 11.1 Grant recipient shall, unless deemed unnecessary, ensure that a tenderer meets formal requirements as stipulated under this Part III and national law.
- 11.2 A tenderer should normally be required to include in its tender evidence that:
- a) It is registered by a national registrar of companies.
  - b) It is registered for declaration and payment of tax in accordance with national legislation.

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|------------------------|----------------------------------|-------------------|-----------|
| Standard:              | NGOs                             | Revision no:.     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

- c) It is free from debts regarding taxes and social security contributions.

## 12 PROCUREMENT PROTOCOL

12.1 For contracts with a value exceeding NOK 100,000, the grant recipient shall compile a written protocol with documentation of all assessments and decisions made during all steps of the procurement process from the planning stage until the signing of the contract.

12.2 The protocol shall as a minimum include:

- a) A description of the service, goods or works to be procured,
- b) its relevance to the project/programme,
- c) the value of the contract,
- a) the selected tender procedure,
- b) the name of all received tenderers,
- c) the selection criteria,
- d) the assessment of the tenders and tenderers,
- e) an assessment of conflict of interest, and
- f) the name of the selected tenderer.

Where simplified tendering is used the protocol shall in addition include:

- g) A justification for the selection of tenderers.

12.3 Upon request by MFA/Norad, the grant recipient shall submit the procurement protocol to MFA/Norad and grant MFA/Norad access to all relevant information and documentation related to the procurement procedure and practices applied.

12.4 Failure to provide the procurement protocol shall render expenditure ineligible for MFA/Norad funding.

## 13 CONTROL AND COMPLIANCE

13.1 MFA/Norad may carry out ex post controls of the grant recipients' compliance with the rules set forth in this Part III.

13.2 Non-compliance with the minimum procurement rules and principles in this Part III shall render expenditure ineligible for MFA/Norad funding.

13.3 Non-compliance with the minimum procurement rules and principles in this Part III may be viewed as a material breach in accordance with General Conditions article 18.

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|------------------------|----------------------------------|-------------------|-----------|
| Standard:              | NGOs                             | Revision no.:     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

## PROCUREMENT METHODS

### 14 OPEN TENDERING

- 14.1 Open tendering is mandatory for procurement where the contract value exceeds NOK 1,000,000 (Norwegian kroner one million).
- 14.2 Open tendering are procedures under which all firms/individuals are given adequate notification of contract requirements and all eligible tenderers are given an equal opportunity to submit a tender.
- 14.3 Open tender requires that the tendering opportunities are published to notify eligible tenderers about the contract opportunity.
- 14.4 Under open tendering the grant recipients are required to publish the invitations to tender in:
- At least one media outlet of national circulation in the project/programme country, and
  - on their website or in an appropriate international media outlet.
- 14.5 The grant recipient must give sufficient public notification of tendering opportunities to allow potential tenderers to determine their interest and to prepare their tenders. Open tendering may be conducted with or without prequalification proceedings.
- 14.6 Grant recipients are encouraged to apply open tendering in all procurement to increase transparency and promote competition.

### 15 SIMPLIFIED TENDERING

- 15.1 Simplified tendering may be used when the value of the contract is less than NOK 1,000,000 (Norwegian kroner one million).
- 15.2 Simplified tendering is a procedure where a minimum of three - 3 - prospective tenderers are invited to tender by direct invitation in writing.
- 15.3 A simplified tender process shall always include the following features:
- A written invitation to tender which includes the tender and contract information, cf. article 8.
  - A procurement protocol cf. article 12.

### 16 SINGLE SOURCE PROCUREMENT

- 16.1 Single source procurement may be used when the contract value is less than NOK 100,000 (Norwegian kroner one hundred thousand).
- 16.2 The contract may be awarded using any procedure established by the grant recipient while respecting the principles of sound financial management, conflict of interest, ethics in procurement, sustainable procurement, and notoriety.

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|------------------------|----------------------------------|-------------------|-----------|
| Standard:              | NGOs                             | Revision no.:     | 4         |
| Procurement Provisions | Grant Management Regime I and II | Date of revision: | July 2023 |

- 16.3 Single source procurement may also be used where the extension of an existing contract awarded after an open or simplified tender would clearly be economic and efficient. The extended contract's maximum value shall not exceed 50 % of the original contract.
- 16.4 MFA/Norad may in exceptional cases upon written and justified request from the grant recipient, also allow single source procurement in the following cases:
- A product or services can only be provided by a single firm because of exclusive capabilities, exceptional worth for the Project or proprietary rights.
  - Standardisation with existing equipment is determined to be important and justified, and compatible goods cannot be provided by other suppliers.
  - It is a case of extreme urgency not foreseeable or attributable to the grant recipients.

## 17 NEGOTIATED PROCEDURE

- 17.1 Under a negotiated procedure the grant recipient may approach one or more suppliers to negotiate a contract directly.
- 17.2 A negotiated procedure may only be used where no tenders or no acceptable tenders are received after an open tender procedure. A negotiated procedure may then be applied without further publication of a procurement notice provided that the original contract terms are not substantially altered.
- 17.3 An unacceptable tender is a tender that significantly deviate from the procurement requirements, is not delivered within the set deadline, is delivered by a supplier who does not meet the qualification requirements, or where there is evidence of illegal bid collusion or corruption.

## 18 EXISTING FRAMEWORK AGREEMENTS

- 18.1 The grant recipients may utilize existing framework agreements or other types of pre-qualified suppliers for procurement of goods, works or services needed for an activity funded by the Grant if the initial contractual process corresponds to the requirements for an open tender procedure as set out in these Procurement Provisions.
- 18.2 A procurement protocol documenting the initial open tender procedure and a copy of the initial contract shall be submitted to MFA/Norad upon request.

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