

Template:	Norwegian and Non-Norwegian NGOs	Revision no.:	3
Specific Conditions (part I)	Grant Management Regime I	Date:	21.10.2019

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

INTOSAI DEVELOPMENT INITIATIVE

REGARDING

SOM-20/0008 OFFICE OF THE AUDITOR GENERAL OF SOMALIA
(OAGS) PEER SUPPORT 2021-2025

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PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Norwegian Embassy in Nairobi and
- (2) INTOSAI Development Initiative (IDI), a Norwegian foundation duly established in Norway under registration number 980997278 (the Grant Recipient).

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to MFA dated 29.11.2021 (the Application) regarding financial support to SOM-20/0008 Office of the Auditor General of Somalia Peer Support Project 2021-2025 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
- 1.2 MFA has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from December 2021 to February 2025 (the Support Period).
- 1.3 The Parties have agreed to enter into an Agreement, consisting of this part I: Specific Conditions, part II: General Conditions, and part III: Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.

2 OBJECTIVES OF THE PROJECT

- 2.1 The expected results of the Project are as follows:

The Project's expected effect(s) on society is *an external audit function in Somalia which contributes to public confidence in government financial management and improved compliance with laws and regulations* (Impact).

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

1. Timely, relevant and high-quality audit reports in line with international standards
2. Strengthening Internal Governance for Efficient and Effective Audit Services
3. Strengthen external communication and stakeholder relations to ensure audit recommendations are implemented and reports have an impact on governance and accountability
4. Well qualified and professional staff and management
5. Sufficient infrastructure and ICT capacity for efficient operations
6. Amend the old legal framework OAGS operates under

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

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Related to outcome 1:

- a) Financial and compliance audit reports submitted to Parliament, President and Prime Minister
- b) Forensic audit report completed and issued, using new methodology
- c) Audit of ict-risks conducted and reported

Related to outcome 2:

- a) Operational plan set annually
- b) OAGS Performance report published annually
- c) OAGS principles for portfolio and project management set
- d) All staff code of ethics training conducted annually

Related to goal 3:

- a) Sensitization meeting with key stakeholders held annually
- b) Documentary video of OAGS finalized and shared
- c) Summary audit report issued annually
- d) Annual professional seminar for all FMS OAGs

Related to goal 4:

- a) HR policy and manual finalized and staff trained

Related to goal 5:

- a) A-SEAT installed and ready to use
- b) All auditors got basic training in use of A-SEAT

Related to goal 6:

- a) Federal Audit Act regulations set

The immediate target group is the staff of the Office of the Auditor General of Somalia.

2.2 The full results framework is included as Annex B to this Agreement.

3 IMPLEMENTATION OF THE PROJECT

3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including implementation plan and budget.

3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.

3.3 The Grant Recipient shall 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)

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- 3.4 The Grant Recipient shall immediately inform MFA of any circumstances likely to hamper or delay the successful implementation of the Project.
- 3.5 The Grant Recipient shall be familiar with UN Security Council Resolution 1325 on women, peace and security (s/res/1325 (2000)), and implement the Project in a way that promotes the intentions of the resolution in the best possible way. A statement on how the intentions of this resolution have been addressed shall be included in the progress reports and final report of the Project.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 7 390 000 (Norwegian Kroner Seven Million and Three-Hundred-And-Ninety-Thousand).
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's annual allocation to the relevant budget line may lead to a reduction in annual Grant allocations and/or in the total Grant amount. The annual Grant allocations must be confirmed by MFA following the Parliament's approval of the state budget for the relevant budget year. If the Grant amount is reduced the Grant Recipient must revise the implementation plan, budget and results framework correspondingly.
- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 5 % of the incurred direct project costs of the Project.
- 4.5 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

5 DISBURSEMENT

- 5.1 The Grant shall be disbursed in advance instalments based on the financial need of the Project for the upcoming period, which shall not exceed six months. The disbursements shall be made upon MFA's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question.
- 5.2 Financial need refers to the budgeted expenditure for the upcoming period, minus any funds available to the Project from all other sources during the same period.
- 5.3 The financial need shall be documented through an updated financial statement for the Project and a reference to the latest approved implementation plan and budget.
- 5.4 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. MFA

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may withhold disbursements in accordance with article 17 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the Project's first year, the second disbursement each year is subject to MFA's receipt and approval of the progress report and financial report.

5.6 All disbursements will be made to the following bank account:

Name of the account:	Stiftelsen INTOSAI Development Initiative (IDI)
Account no.:	60345678215
IBAN no.:	NO9460345678215
Name and address of the bank:	Nordea Bank Norge ASA, PB 1166 Sentrum, 0171 Oslo, Norway
Swift/BIC code:	NDEANOKK
Currency of the account:	NOK

5.7 The Grant Recipient shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt and the exchange rate applied.

5.8 Any disbursements in 2023 and onwards are conditioned on the submission of a new Strategic Plan for the Office of the Auditor General of Somalia and the Embassy's approval of a revised results framework covering the remaining Support Period.

6 REPORTING AND OTHER DOCUMENTATION

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

- a) A **progress report** covering the period from January to December shall be submitted to MFA by 31 March each year. The progress report shall include the content specified in article 2 of the General Conditions. The first progress report shall include December 2021.
- b) A **financial report** covering the period from January to December shall be submitted to MFA by 31 March each year. The first financial report shall include December 2021. The financial report shall include the content specified in article 3 of the General Conditions. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 6.1 f) of the Specific Conditions.
- c) An **audit report** covering the annual financial statements of the Project shall be submitted to MFA by 30 April each year. As an alternative to a project-specific audit, the organisational annual audited accounts for IDI may be accepted. The audit report/organisational annual audited accounts shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report.
- d) An updated **implementation plan and budget** covering the period from January to December shall be submitted to MFA by 15 November each year. The implementation plan and budget shall include the content listed in article 1 of the General Conditions.
- e) A **final report** for the Support Period shall be submitted to MFA no later than 6 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions.

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- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, MFA shall be informed immediately.
- 6.3 All implementation plans, budgets and reports shall be approved in writing by MFA unless otherwise agreed by the Parties.

7 AUDIT

- 7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The auditor shall comply with all ISAs relevant to the audit, ref. ISA 200 (Overall objectives of the independent auditor and the conduct of an audit in accordance with international standards on auditing), paragraphs 18 and 20. Of Particular relevance is ISA 240 (The Auditor's responsibility to Consider Fraud and Error in an Audit of Financial Statements), and ISA 800 ("Special Considerations audits of single financial statements and specific elements, accounts or items of a financial statement").
- 7.2 Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.
- 7.3 The Grant Recipient is responsible for submitting the audit report to MFA within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

- 8.1 The Parties shall hold formal meetings once per year, tentatively in May in order to discuss i.a. the results achieved by the Project during the Support Period. The meetings shall be called and chaired by the Grant Recipient.
- 8.2 Unless otherwise agreed, the Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period.
- 8.3 The Grant Recipient shall record main issues discussed, points of view expressed and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to MFA no later than two weeks after the meeting for comments. The agreed minutes shall be signed by both Parties.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 An end-term review focusing on results achieved by the Project shall be carried out by 30 July 2024. The Grant Recipient shall draft the terms of reference for the review and submit them to the other Party for approval. The costs of the review shall be included in the Project budget/covered by MFA over and above the Grant.
- 9.2 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

10 PROCUREMENT

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10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

11.1 Upon the end of the Support Period or upon termination of this Agreement, any unused funds that total NOK 500 or more shall in its entirety be repaid to MFA as soon as possible and at the latest within 6 months. The repayment shall include any interest which have not been used for Project purposes, and other financial gain accrued on the Grant.

11.2 Repayments shall be made to the following bank account:

Name of the account: Royal Norwegian Embassy, Nairobi

Account no.: 7694 05 13738

IBAN no.: NO10 76940513738

Name and address of the bank: DNB ASA, P.O. Box 1600 Sentrum, 0021 Oslo, Norway

Swift/BIC code: DNBANKOKKXXX

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

12 SPECIAL PROVISIONS

- a) The following shall be added to article 2 clause 2 of the General Conditions: "Gender disaggregated data shall be provided where relevant."
- b) General Conditions article 14 shall <be replaced with the following: "The Grant Recipient shall make project documentation available to anyone upon request unless disclosure is prohibited by confidentiality obligations and/or if it may be detrimental to the Grant Recipient's legitimate interests. "Project documentation" shall include this Agreement and any contracts, cooperation agreement or other sub-agreements financed by the Grant, the Application and all agreed reports."
- c) In article 24 clause 4 paragraph b) of the General Conditions, the arbitration rules shall be the International Chamber of Commerce Rules of Arbitration. The seat of arbitration shall be London, UK.

13 NOTICES

13.1 All communication to MFA concerning the Agreement shall be directed to the Norwegian Embassy in Nairobi at the following e-mail address: emb.nairobi@mfa.no with a copy to the Head of Development Cooperation, Erling Hess Johnsen at the following e-mail address: erling.hess.johnsen@mfa.no.

13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Jostein Tellnes at the following e-mail address: jostein.tellnes@idi.no.

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

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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 has been signed in two -2- original copies in the English language. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: *Nairobi*

Date: *09/12/2021*

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09/12/2021

Gunnar St. Holm

Einar Gorrissen

for the Norwegian Ministry of Foreign Affairs,

for the INTOSAI Development Initiative,

Gunnar Holm

Einar Gorrissen

Ambassador

Director General

Norwegian Embassy in Nairobi

INTOSAI Development Initiative

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

Annex C: Resources and Rates

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**PART II: GENERAL CONDITIONS
APPLICABLE TO GRANTS FROM
THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS**

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1 IMPLEMENTATION PLAN AND BUDGET

- 1.1 Any updated implementation plan to be submitted in accordance with the Specific Conditions shall be directly related to the results framework and shall specify planned activities and outputs and time schedules for the upcoming reporting period.
- 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.
- 1.3 Significant deviations from or changes to the implementation plan and budget is subject to MFA's prior, written approval as outlined in article 12 of the General Conditions.

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, implementation 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 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 implementation plan and Application;
 - c) an assessment of how efficiently Project resources have been turned into Outputs;
 - d) 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.

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) the accounting principles applied:

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- b) income from all sources, including bank interest, MFA's contribution shall be specified;
 - c) expenses charged/capitalised in the relevant reporting period;
 - d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
 - e) unused funds as per the reporting date;
 - f) overhead/indirect costs to be covered by the Grant in accordance with article 4 of the Specific Conditions;
 - g) balance sheet, when required in accordance with the accounting principles applied;
 - h) explanatory notes including a description of the accounting policies 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% from a budget line.

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 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, the audit shall be carried out by an independent chartered/certified or state-authorised public accountant (auditor).
- 5.2 MFA reserves the right to approve the auditor, and may require that the auditor shall be replaced if MFA 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, namely:
- a) the accounting principles followed by the Grant Recipient and;
 - b) the requirements of article 3 clause 2 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) identification of the Project's total expenses and total income;
 - c) the subject of the audit;

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- d) the financial reporting framework applied;
- e) the auditing standards applied;
- f) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
- g) the auditor's opinion.

- 5.6 In addition to the Project's audit report, the auditor shall submit a management letter (matters for governance attention), which shall contain any findings made during the audit of the Project. It shall also list any measures that have been taken as a result of previous audits and whether such measures have been adequate to deal with reported shortcomings.
- 5.7 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 MFA together with the management letter.
- 5.8 The costs of the audit of the Project's financial statements shall be included in the Project's budget.
- 5.9 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.
- 5.10 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.
- 5.11 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 requirements of this Agreement. 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 MFA 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 MFA 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.




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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 system¹ in accordance with the applicable accounting- and bookkeeping policies in the jurisdiction of the Grant Recipient.
- 7.2 The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations² and cash reconciliations³ 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. 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 MFA'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 MFA. 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 MFA as soon as possible.
- 8.3 If exchange rate fluctuations increase the value of the Grant, the gain shall be treated as disbursed Grant funds and used for Project purposes. 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,

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

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.

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significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to the MFA's prior approval, as outlined in Article 12 of the General Conditions.

- 9.2 MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by the use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.
- 9.3 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 16 of the General Conditions.
- 9.4 Before a transfer is decided, the Grant Recipient shall assess whether it may have an impact on the Project and, where appropriate, consult with MFA. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 9.5 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 MFA along with the first progress report due after the sale.
- 9.6 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 MFA about the remaining equipment and goods that have been purchased by use of the Grant. The MFA 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 MFA.

10 REAL PROPERTY

- 10.1 The Grant may not be used to purchase or construct real property (land or buildings) unless explicitly approved by MFA.
- 10.2 If MFA has approved a purchase or construction of real property, the Grant Recipient and MFA shall agree 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. The agreement may be formalised in the Specific Conditions or in a separate agreement document.
- 10.3 MFA 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 MFA. MFA 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 shall be documented through a written agreement. The agreement shall specify that the cooperating partner is required to comply with the provisions of this Agreement and to cooperate with the Grant Recipient to ensure that the Grant Recipient is able to fulfil its obligations hereunder.




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- 11.2 The agreement between the Grant Recipient and the cooperating partner shall have provisions related to i.a. reporting, audit, procurement and measures to prevent financial irregularities. Furthermore, the agreement shall explicitly state that:
- both the Grant Recipient, MFA and the Norwegian Auditor General shall have the same access to undertake the control measures related to the cooperating partner's use of the Grant as described in article 6 of the General Conditions,
 - the Grant Recipient shall be entitled to claim repayment of the Grant from the cooperating partner in the same instances and to the same extent that MFA is entitled to claim repayment from the Grant Recipient, and the cooperating partner shall accept that MFA has the right to claim repayment directly from the cooperating partner to the same extent as the Grant Recipient,
 - the cooperating partner shall accept the choice of law and settlement of disputes provisions in article 24 of the General Conditions in relation to any disputes arising between the cooperating partner and MFA.
- 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 and shall follow-up the cooperating partner's compliance with the Agreement throughout the Support Period.
- 11.4 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 MFA.
- 11.5 The Grant Recipient shall remain fully responsible towards MFA for any part of the Grant including assets that has been transferred to a cooperating partner.

12 CHANGES TO THE PROJECT OR THE GRANT RECIPIENT

- 12.1 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to MFA's prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Grant Recipient's organisation.
- 12.2 The following deviations/changes shall always be subject to MFA's prior written approval:
- any changes to the Project's sources of income,
 - any changes to the results framework or scope of the Project,
 - changes to the implementation plan which implies a delay of more than three months of any activity,
 - changes to the Project's budget that imply reallocation of more than 10% of a budget line.
- 12.3 MFA may suspend disbursements of the Grant until such changes have been approved.

13 EXTENSION OF THE SUPPORT PERIOD

- 13.1 The Support Period of the Project is set out in the Specific Conditions. The Grant Recipient must, without delay, inform MFA of any circumstances likely to hamper or delay the implementation of the Project.
- 13.2 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. MFA shall approve or decline the request in writing.

14 TRANSPARENCY

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- 14.1 The Grant Recipient shall publish the following in a dedicated and easily accessible place of its internet site:
- a copy of this Agreement and any addendum;
 - the title and value of any contracts, cooperation agreements and/or other sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are financed by the Grant;
 - the names and nationalities of the respective agreement parties and, if relevant, any sub-grantees or contractors in receipt of Project funds;

Any deviations from article 14 shall be agreed by the Parties in writing, i.a. in the Specific Conditions.

- 14.2 Publication shall take place as soon as possible, and at the latest within six months after the contracts, cooperation agreements and/or other sub-agreements were entered into
- 14.3 The Grant Recipient shall make other project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may 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 beneficiaries of the Grant.
- 15.2 "Financial irregularities" refers to all kinds of:
- corruption, including bribery, nepotism and illegal gratuities;
 - misappropriation of cash, inventory and all other kinds of assets;
 - financial and non-financial fraudulent statements;
 - all other use of Project funds which is not in accordance with the implementation plan and budget.
- 15.3 In order to fulfil the zero tolerance requirement, the Grant Recipient shall:
- organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
 - do its utmost to prevent and stop financial irregularities within and related to the Project;
 - 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 MFA immediately of any indication of financial irregularities in or related to the Project. The Grant Recipient shall provide MFA 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 MFA in accordance with MFA's guidelines for handling suspicion of financial irregularities. The Grant Recipient shall cooperate fully with MFA's investigation and follow-up. If requested by MFA, the Grant Recipient shall initiate prosecution and/or apply other sanctions against persons or entities suspected of financial irregularities.

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- 15.6 MFA may claim repayment of all or parts of the Grant in accordance with article 17 of the General Conditions if it finds that any financial irregularities have taken place in or related to the Project. The repayment claim may also include any interest, investment income or any other financial gain obtained as a result of the financial irregularity.

16 CONFLICT OF INTEREST

- 16.1 The Grant Recipient shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 16.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Grant Recipient 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.
- 16.3 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.
- 16.4 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 MFA.

17 BREACH OF THE AGREEMENT

- 17.1 If the Grant Recipient fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities, MFA may suspend disbursement of all or part of the Grant.
- 17.2 In the event of material breach of the Agreement, MFA may terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant.
- 17.3 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 implementation 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) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Grant Recipient or its cooperating partners,
 - f) the Grant Recipient has failed to inform MFA of indication of financial irregularities within the Project in accordance with article 15 of the General Conditions,
 - g) the Grant Recipient has changed legal personality without prior notification to MFA,
 - h) 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.
- 17.4 The Grant Recipient shall inform MFA immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide MFA with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

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

18 TERMINATION OF THE AGREEMENT

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

18.2 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.

18.3 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. Any funds that remain unused at the end of the Support Period shall be repaid to MFA.

18.4 The Grant Recipient shall submit a final report to MFA 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.

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

19 WAIVER AND IMMUNITIES

19.1 Nothing in the Agreement or any document related to the Agreement shall imply a waiver, express or implied, by MFA, the Government of Norway or any of its officials of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising thereof. This article 19 will not prevent arbitration or court proceedings in the legal venue of the Grant Recipient pursuant to article 24 of the General Conditions.

20 LIABILITY

20.1 MFA 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. MFA will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

20.2 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 MFA against any claim or action from the Grant Recipient's staff or third parties in relation to the Project.

21 ASSIGNMENT

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

22 RECOGNITION AND PUBLICATION

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G. A. H.

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

23 ENTRY INTO FORCE, DURATION AND AMENDMENT

23.1 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 MFA in a completion letter.

23.2 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.

23.3 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.

24 CHOICE OF LAW AND SETTLEMENT OF DISPUTES

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

24.2 If any dispute arises relating to the implementation or interpretation of the Agreement, the Parties shall seek to reach an amicable solution.

24.3 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.

24.4 The Grant Recipient accepts that MFA can, 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.

24.5 The Parties agree that no other courts of law, than as set out in this article 24, shall have jurisdiction over disputes arising out of or in connection with this Agreement.

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PART III: PROCUREMENT IN THE CONTEXT OF PROJECTS FINANCED BY THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

1 INTRODUCTION

- 1.1 This Part III sets out procurement rules and principles which shall be applied by the Grant Recipient when procuring goods, services or works to Projects financed by the Ministry of Foreign Affairs (MFA). Stricter rules may supplement the compulsory minimum rules set forth in this Part III.
- 1.2 The MFA may carry out ex post checks on the Grant Recipient's compliance with the rules set forth in this Part III.
- 1.3 Failure to comply with the rules set forth in this Part III shall render the Project expenditure ineligible for MFA funding and may lead to withholding funds or claim for repayment in accordance with article 17 of the General Conditions (Part II) of this Agreement.
- 1.4 Contracts shall not be split artificially to circumvent the procurement thresholds. All monetary amounts referred to in this Part III are amounts excluding value-added tax (VAT).
- 1.5 The procurement provisions shall also apply to any procurements to be carried out by the Grant Recipient's cooperation partners or others. The Grant Recipient shall be responsible for compliance as per article 11 of the General Conditions (Part II) of this Agreement regardless of whether the procurement is carried out by the Grant Recipient itself or its cooperation partners or others.
- 1.6 Sections 1 to 4 set out rules, which shall apply to all contracts. Sections 5 to 6 contain specific rules for service, supply and works contracts. Section 7 lists the situations where a negotiated procedure without prior publication is permitted.

2 BASIC PRINCIPLES

- 2.1 If a Project requires procurement by the Grant Recipient, the contract must be awarded following a tender procedure to the most economically advantageous tender (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price. In doing so, the Grant Recipient shall avoid any conflict of interests and respect the following basic principles:
 - a) **Competition:** The procedures applied and the award of contracts shall be based on fair competition.

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- b) **Equal treatment and non-discrimination:** Participation in tender procedures shall be open on equal terms to all natural and legal persons. During the entire procurement and the award of contracts, the Grant Recipient shall not discriminate against candidates/tenderers or groups of candidates/tenderers.
- c) **Transparency and ex-ante publicity:** As a general rule, tender procedures shall be based on prior publication. Where the Grant Recipient does not launch an open tender procedure, it shall justify the choice of tenderers that are invited to submit an offer.
- d) **Objective criteria:** The Grant Recipient shall evaluate the offers received against objective criteria, which enable the Grant Recipient to measure the quality of the offers and shall take into account the price (the offer with the lowest price shall be awarded the highest score for the price criterion). The criteria shall be set out beforehand and shall be relevant to the contract in question.
- e) **Notoriety:** The Grant Recipient shall keep sufficient and appropriate records and documentation with regard to the procedure, its evaluation and award.

3 ELIGIBLE TENDERERS

3.1 Tenderers must provide information on their legal form and ownership structure.

3.2 Tenderers shall be excluded from participation in a procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations. However, tenderers in this situation may be eligible to participate insofar as the Grant Recipient is able to purchase supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law;
- b) they or persons having powers of representation, decision-making or control over them have been convicted of an offence concerning their professional conduct by a final judgment;
- c) they have been guilty of grave professional misconduct; proven by any means which the Grant Recipient can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country of the Grant Recipient or those of the country where the contract is to be performed;

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- e) 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 by a final judgment;
 - f) they make use of child labour or forced labour and/or practise discrimination, and/or do not respect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
- 3.3 Tenderers shall confirm in writing that they are not in any of the situations listed above. Even if such confirmation is given by a tenderer, the Grant Recipient shall investigate any of the situations listed above if it has reasonable grounds to doubt the contents of such confirmation.
- 3.4 Contracts shall not be awarded to tenderers which, during the procurement procedure:
- a) are subject to a conflict of interests;
 - b) are guilty of misrepresentation in supplying the information required by the Grant Recipient as a condition of participation in the tender procedure, or fail to supply this information.

4 GENERAL PROCUREMENT RULES

- 4.1 The tender documents shall be drafted in accordance with best international practice. The Grant Recipient may voluntarily use the models published in the Practical Guide on the EuropeAid (EU) website.
- 4.2 The Grant Recipient shall take into account universal design and the potential environmental impact of any planned procurements.
- 4.3 All invitations to submit tenders shall state that offers will be rejected if any illegal or corrupt practises have taken place in connection with the award. All contracts concluded under the Project shall state that the Grant Recipient may terminate the contract if it finds that illegal or corrupt practises have taken place in connection with the contract award or execution.
- 4.4 The time-limits for receipt of tenders and requests to participate must be sufficient to allow interested parties a reasonable and appropriate period to prepare and submit their tenders.
- 4.5 An evaluation committee must be set up to evaluate applications and/or tenders of a value of NOK 500 000 or more on the basis of the exclusion, selection and award criteria. This committee must have an odd number of members, at least three, with all the technical and administrative capacities necessary to give an informed opinion on the tenders.

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- 4.6 For contracts with a value exceeding NOK 100 000, the Grant Recipient shall compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request by the MFA, the Grant Recipient shall deliver its written record to the MFA and grant the MFA access to all relevant information and documentation related to the procurement procedure and practices applied.

5 AWARD OF CONTRACTS

- 5.1 Contracts with a value of less than NOK 500 000 may be awarded by using any procurement procedure established by the Grant Recipient, while respecting the rules and principles laid down in Sections 1 to 4 of this Part III.
- 5.2 Contracts with a value exceeding NOK 500 000 shall be awarded by means of one of the following procurement procedures:
- a) **Open tender procedure:** In open procedures, any interested tenderer may submit a tender in response to a call for competition. The tender shall be accompanied by the information for qualitative selection as requested by the Grant Recipient.
 - b) **Restricted procedure:** In restricted procedures, any tenderer may submit a request to participate in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Only those tenderers invited to do so by the Grant Recipient following its assessment of the information provided may submit a tender. The Grant Recipient may limit the number of suitable candidates to be invited to participate in the procedure.
 - c) **Competitive procedure with negotiation:** In competitive procedures with negotiation, any tenderer may submit a request to participate or a tender in response to a call for competition by providing the information for qualitative selection as requested by the Grant Recipient. Tenderers may submit an initial tender, which shall be the basis for subsequent negotiations. The minimum requirements and the award criteria shall not be subject to negotiations.
- 5.3 Where the Grant Recipient does not launch an open tender procedure, it shall justify and document in writing the choice of tenderers that are invited to submit an offer.
- 5.4 Deviations from the procedures listed in Section 5.2 are limited to the situations listed in Section 7 of this Part III.

6 PUBLICATION OF PROCUREMENT NOTICE

- 6.1 The following shall apply with respect to publication of the procurement notice:¹

¹ Definitions of different types of contracts and procedures can be found in Directive 2014/24/EU.

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- a) **Service and supply contracts from NOK 500 000 to less than NOK 2 500 000 and works contracts from NOK 500 000 to less than NOK 40 000 000**

The prior procurement notice shall be published in all appropriate media, at least in the country in which the Project will be carried out as well as on the Grant Recipient's website.

- b) **Service and supply contracts with a value of NOK 2 500 000 and above and works contracts with a value of NOK 40 000 000 and above**

The prior procurement notice shall be published in all appropriate media, in particular on the Grant Recipient's website, in the international press and the national press of the country in which the Project will be carried out, and in any other relevant specialist periodicals.

7 USE OF NEGOTIATED PROCEDURE WITHOUT PRIOR PUBLICATION

7.1 The Grant Recipient may use a negotiated procedure without prior publication in the following cases:

- a) if any of the circumstances set out in Article 32 of Directive 2014/24/EU are present;
- b) for purposes of humanitarian aid and civil protection operations or for crisis management aid in a crisis that has been formally recognised by and for the time period declared by the MFA;
- c) where the services are entrusted to public-sector or non-profit bodies and relate to activities of an institutional nature or are designed to provide assistance to people in the social field;
- d) for contracts declared to be secret, or whose performance must be accompanied by special security measures, or when the protection of the essential interests of the MFA so requires.

25.11.2021

Budget - MFA Norway - OAGS Peer Support Project 2021 - 2024

All amounts in NOK

Summary

Budget item	2021-22 Budget	2023 Budget	2024 Budget	Total grant period 2021-2024	Percentages
Project expenses – grant recipient. Costs directly related to the implementation of the project.	kr 1 180 000	kr 1 120 000	kr 1 656 000	kr 3 956 000	48,4 %
Project expenses – cooperating partner(s). Costs directly related to the implementation of the project. Costs for OAGS, FMS DAGs, AFROSAI-E and peer-SAI resource persons.	kr 1 226 000	kr 1 020 000	kr 928 000	kr 3 174 000	38,9 %
Indirect costs (Allocated staff and overhead costs in IDI and AFROSAI-E)	kr 345 000	kr 325 000	kr 366 000	kr 1 036 000	12,7 %
Total expenses	kr 2 751 000	kr 2 465 000	kr 2 950 000	kr 8 166 000	100,0 %
Grant recipient's own financial contribution and contributions from other sources (minus)	kr 286 000	kr 242 000	kr 249 000	kr 777 000	9,5 %
Grant from MFA	kr 2 465 000	kr 2 224 000	kr 2 701 000	kr 7 390 000	90,5 %

Budget item	2021-22 Budget	2023 Budget	2024 Budget	Total grant period 2021-2024	Percentages	
Details						
Grant applicant IDI, total	kr	1 525 147 kr	1 445 501 kr	2 021 830 kr	4 992 477	61,1 %
1 Personnel costs	kr	1 006 665 kr	957 771 kr	1 102 386 kr	3 066 822	37,6 %
1.1 IDI Direct staff costs ¹	kr	76 023 kr	106 846 kr	106 035 kr	288 904	3,5 %
2 Travel	kr	22 133 kr	12 371 kr	10 500 kr	45 004	0,6 %
2.1 Flight costs	kr	- kr	- kr	- kr	-	0,0 %
2.2 Per diem costs	kr	- kr	- kr	- kr	-	0,0 %
2.3 Other travel costs (insurance, visa, local)	kr	- kr	- kr	- kr	-	0,0 %
3 Specific project-related costs	kr	10 736 kr	6 217 kr	5 337 kr	22 290	0,3 %
3.1 Conference costs	kr	64 894 kr	37 107 kr	31 500 kr	133 501	1,6 %
3.2 Accomodation costs	kr	- kr	- kr	- kr	-	0,0 %
3.3 Professional support fees	kr	- kr	- kr	- kr	-	0,0 %
4 Operating costs	kr	153 542 kr	144 853 kr	163 064 kr	461 459	5,7 %
4.1 IDI Allocated staff costs ²	kr	191 154 kr	180 336 kr	203 009 kr	574 498	7,0 %
4.2 IDI Allocated overhead costs ³	kr	- kr	- kr	399 999 kr	399 999	4,9 %
6 Evaluation	kr	- kr	- kr	- kr	-	-
6.1 External evaluation ¹⁰	kr	- kr	- kr	- kr	-	-
7 Audit	kr	- kr	- kr	- kr	-	-
7.1 Costed as a part of the IDI overhead costs	kr	- kr	- kr	- kr	-	-
Partner 1 OAGS, total	kr	800 042 kr	787 728 kr	784 001 kr	2 371 771	29,0 %
1 Personnel costs	kr	410 267 kr	428 002 kr	408 001 kr	1 246 270	15,3 %
1.1 Reimbursement salary costs ⁴	kr	410 267 kr	428 002 kr	408 001 kr	1 246 270	15,3 %

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Budget item	2021-22 Budget	2023 Budget	2024 Budget	Total grant period 2021-2024	Percentages
2 Travel					
2.1 Flight costs	kr 216 000	kr 162 000	kr 228 000	kr 606 000	7,4 %
2.2 Per diem costs ⁶	kr -	kr -	kr -	kr -	0,0 %
3 Specific project-related costs					
3.1 Conference costs	kr 73 795	kr 92 405	kr 90 000	kr 256 200	3,1 %
3.2 Accomodation costs	kr 53 000	kr 74 000	kr 58 000	kr 185 000	2,3 %
3.3 Translation costs	kr -	kr -	kr -	kr -	0,0 %
4 Operating costs⁷					
4.1 Graphic design	kr 14 580	kr 9 721	kr -	kr 24 301	0,3 %
4.2 Printing	kr 32 400	kr 21 600	kr -	kr 54 000	0,7 %
Partner 2 AFROSAI-E, total	kr 254 585	kr 127 002	kr 99 135	kr 480 722	5,9 %
1 Personnel costs					
1.1 Professional fee - reimbursement salary and overhead costs ⁵	kr 146 295	kr 75 020	kr 56 907	kr 278 222	3,4 %
2 Travel					
2.1 Flight costs	kr 12 000	kr 6 000	kr 6 000	kr 24 000	0,3 %
2.2 Per diem costs	kr 2 160	kr 360	kr 360	kr 2 880	0,0 %
3 Specific project-related costs					
3.1 Conference costs	kr 8 000	kr 4 000	kr 4 000	kr 16 000	0,2 %
3.2 Accomodation costs	kr 7 356	kr 1 226	kr 1 226	kr 9 808	0,1 %
4 Operating costs					
4.1 AFROSAI-E overhead costs ⁵	kr 78 774	kr 40 396	kr 30 642	kr 149 812	1,8 %
Partner 3 Peer-SAIs, total	kr 171 211	kr 105 689	kr 45 150	kr 322 050	3,9 %
2 Travel					
2.1 Flight costs	kr 81 196	kr 44 804	kr 18 000	kr 144 000	1,8 %

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Budget item	2021-22 Budget	2023 Budget	2024 Budget	Total grant period 2021-2024	Percentages
2.2 Per diem costs	kr 14 400	kr 6 000	kr 1 200	kr 21 600	0,3 %
3 Specific project-related costs					
3.1 Conference costs	kr 21 419	kr 10 081	kr 4 950	kr 36 450	0,4 %
3.2 Accomodation costs	kr 54 196	kr 44 804	kr 21 000	kr 120 000	1,5 %
Project totals					
Direct operating costs, total	kr 2 327 515	kr 2 100 335	kr 2 553 401	kr 6 981 251	85,5 %
Indirect operating costs ⁹	kr 423 470	kr 365 584	kr 396 715	kr 1 185 769	14,5 %
Project costs total	kr 2 750 985	kr 2 465 920	kr 2 950 116	kr 8 167 020	100,0 %
Percentage indirect operating costs in total	15,4 %	14,8 %	13,4 %	14,5 %	
Percentage indirect operating costs to be covered by MFA	5,0 %	5,0 %	5,0 %	5,0 %	
Estimated value of in-kind contributions¹¹	kr 802 964	kr 324 506	kr 324 506	kr 1 247 238	13,2 %
Total project value	kr 3 553 949	kr 2 790 426	kr 3 274 622	kr 9 414 258	100,0 %

Revenues

IDI Bilateral Support	kr 285 921	kr 242 288	kr 249 209	kr 777 418	9,5 %
MFA Norway grant	kr 2 465 064	kr 2 223 631	kr 2 700 907	kr 7 389 602	90,5 %
Total revenues	kr 2 750 985	kr 2 465 920	kr 2 950 116	kr 8 167 020	100,0 %

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Budget item	2021-22 Budget	2023 Budget	2024 Budget	Total grant period 2021-2024	Percentages
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Budget definitions

No	Concept
1	IDI Direct staff costs: These are IDI staff costs directly linked to the work, including both salary payments, payroll tax and related salary costs.
2	IDI Allocated staff costs: These are the costs of administrative or support staff whose activities cannot be recorded directly on the delivery of the project, but whose work is necessary to maintain the running of IDI.
3	IDI Allocated overhead costs: These are the non-staff indirect costs required to keep IDI running. The largest categories include IT-services and accounting services and the cost of organizing internal meetings.
4	Reimbursement salary costs OAGS: This is for direct staff costs for the AG Special Assistant. The funds do not cover overhead costs in OAGS.
	Professional fees and reimbursement salary costs in AFROSAL-E: These are calculated based on a daily rate including both direct and indirect costs (560 USD as of 2021). About 35 % of the costs are overheads. The overheads are in the following category:
5	<ul style="list-style-type: none"> - Non technical staff (support) - Office expenses (rent, telephone costs, IT support) - Other overheads (banking, insurances, staff training) - Depreciation - Non-project travel costs and seconded staff
6	Per diem: These per diem rates are set based on the IDI standard rates for IDI staff and AFROSAL-E rates for all other partners, in line with the Cooperation agreement between the partners.
7	Operating costs of OAGS: These costs include areas where the project will provide financial support to OAGS in combination with advice. This includes costs of design and printing of audit reports. OAGS will be advised to primarily source government funds for the purpose, and if government funds are available for this purpose, the project will not provide support.
8	Indirect operating costs: The indirect operating costs include the cost categories "IDI Allocated staff costs" and IDI Allocated overhead costs" in IDI's cost centres. See definitions in 2 and 3.
9	Indirect operating costs to be covered by MFA Norway: The contribution of funds by IDI is calculated to cover any indirect operating costs above 6 % of total project costs.
10	Evaluation: These include costs for an end-term evaluation procured using an external consultancy or similar.
11	In-kind contributions: These include costs for resource persons from other SAIs where the personnel costs are covered by the SAI providing the resource persons. The rate for the in-kind contribution is set annually in IDI as an average of such costs for SAI. In 2021 the rate is 4763 NOK per day.

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Result framework v1.2021

OAGS Peer Support Project Phase 2 - 2021-2022

The overall objective of the OAGS Peer-support Project Phase 2 is to "Enable OAGS to successfully implement the strategic priorities in the period 2021-22." The implementation of these strategic goals are expected to OAGS fulfilling its mission: "To audit and provide recommendations for improvement to the government institutions as well as to provide audit reports to the Office of the President Parliament, and Office of the Prime Minister."

The 2021-22 strategic plan has the following goals:

1. Goal 1: Timely, relevant and high-quality audit reports in line with international standards
2. Goal 2: Strengthening Internal Governance for Efficient and Effective Audit Services
3. Goal 3: Strengthen external communication and stakeholder relations to ensure audit recommendations are implemented and reports have an impact on governance and accountability
4. Goal 4: Well qualified and professional staff and management
5. Goal 5: Sufficient infrastructure and ICT capacity for efficient operations
6. Goal 6: Amend the old legal framework OAGS currently operates under

The peer-support project will provide support to selected objectives and areas within each goal, contributing to OAGS achieving the goals.

The result framework has been set at three levels:

- **OAGS outcomes:** SAI outcomes are those results that the SAI can substantially contribute to and which is why the SAI exists, but which are not within the control of the SAI. For example, a SAI can contribute to improved compliance with rules and regulations by conducting and reporting on high quality compliance audits, with strong recommendations. However, the audits and recommendations alone cannot ensure improved compliance. Recommendations need to be followed up and implemented, and this involves the decisions, actions and behavior of government officials, who are not directly accountable to the SAI and under its control.
- **OAGS goals and objectives:** These are SAI capacities and outputs largely under the control of the SAI, but also (especially regarding SAI independence) subject to the institutional environment in which the SAI operate.
- **Project deliverables:** These are indicators of the products and support mechanisms developed and provided by the peer-project. They are predominantly under the peer-providers' control.

Key pre-conditions and assumptions for the results at all three levels are shown in appendix I

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Results level 1: OAGS outcomes

Expected Results	Indicator Definition	Source	Baseline (year)	Target 2021-2022
Budget and Finance Committee follow-up on the audit reports	Whether a Committee of the Legislature examines the Audit Report on the annual budget within six months of its availability, and publish a report with findings and recommendations	International Budget Partnership Open Budget Survey: Question 118 (2017 version)	No, a committee did not examine the Audit Report on the annual budget. (April 2020 report)	Improved score during the period
Executive follow-up of audit reports	Whether the executive reports to the public on the steps it has taken to address audit recommendations made by SAI	Open Budget Survey question 101	0 (2019)	Improved score

Results level 2: OAGS goals and objectives (SAI capacities and outputs)

OAGS goal and objective	OAGS outputs supported in particular by peer-project	Performance Indicator	Baseline ¹ (year)	Target 2021-22
Goal 1: Timely, relevant and high-quality audit reports in line with international standards				
Objective 1.1 An improved system for overall annual audit planning established and adhered to Objective 1.2 Increased usage of ISSAI based manuals for financial and compliance audits applied Objective 1.3 Forensic Audit Manual (FOAM) customized, introduced and applied Objective 1.4 Strengthened SFMIS knowledge and ICT-audit capacity Objective 1.5 Quality control system customized, introduced and applied Objective 1.6 Quality assurance carried out	Financial and compliance audit reports submitted to Parliament, President and Prime Minister Forensic audit report completed and issued, using new methodology Audit of ict-risks conducted and reported	Whether audit reports are submitted within the 30th June deadline	Not met (2020)	Met
		SAI-8 Audit Coverage	1 (2020)	Improved score
		SAI-11: Financial Audit Results	Not measured	Score 1 or better
		SAI-17: Compliance Audit Results	3 (2020)	Score maintained
Goal 2: Strengthening Internal Governance for Efficient and Effective Audit Services				
Objective 2.1: Strengthened SAI Performance Management Objective 2.2: Strong change management and a new organizational structure implemented in OAGS	Operational plan set annually OAGS Performance report published annually OAGS principles for portfolio and project management set	SAI-3: Strategic Planning Cycle	2 (2020)	Average score improved
		SAI-6 Leadership and internal communication.	2 (2020)	

¹ The baseline scores of SAI PMF indicators are based on scores set by the independent quality assurance report of 17th Feb 2021. If the scores are adjusted after OAGS feedback and in the final QA report, the baseline scores for the project also needs to be updated.

OAGS goal and objective	OAGS outputs supported in particular by peer-project	Performance Indicator	Baseline ¹ (year)	Target 2021-22
Objective 2.3 Strengthened integrity internally	All staff code of ethics training conducted annually			
Goal 3: Strengthen external communication and stakeholder relations to ensure audit recommendations are implemented and reports have an impact on governance and accountability				
Objective 3.1: Strengthened relations with key stakeholders as the Parliament, the Judiciary, the President, Office of the Prime Minister Objective 3.2 SAI reports and information are publicized and shared Objective 3.3: The degree of implementation of audit recommendations is clearly shown in the annual audit report Objective 3.4: Strengthen relations and collaboration with the Federal Member States OAGs	Sensitization meeting with key stakeholders held annually Documentary video of OAGS finalized and shared Summary audit report issued annually Annual professional seminar for all FMS OAGs	SAI-24 Communication with the Legislature, Executive and Judiciary SAI-25: Communication with the Media, Citizens and Civil Society Organizations	1 (2020) 3 (2020)	Average score improved
Goal 4: Well qualified and professional staff and management				
Objective 4.1 Strengthened HR-capacity established Objective 4.2 Training and Professional Development Programme implemented	HR policy and manual finalized and staff trained	SAI-22: Human Resource Management SAI-23: Professional Development and Training	1 (2020) 0 (2020)	Average score improved
Goal 5: Sufficient infrastructure and ICT capacity for efficient operations				
Objective 5.1: Strengthen ICT-management capacity and support service Objective 5.2: Adequate ICT hardware and Information management systems used in all SAI operations Objective 5.3 Implement electronic audit system	A-SEAT installed and ready to use All auditors got basic training in use of A-SEAT	Whether A-SEAT has been used for a complete audit assignment	No	Yes
Goal 6: Amend the old legal framework OAGS operates under				
Objective 6.2: Legal framework implemented	Federal Audit Act regulations set	SAI-1: Independence of the SAI SAI-2: Mandate of the SAI	1 (2020) 4 (2020)	Average score improved

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Results level 3: Project deliverables

Expected Results	Indicator Definition	Source	Baseline (time)	Target per year	
				2021	2022
Agreed upon support is implemented	Percentage of agreed project deliverables in the annual plan completed during the year	Annual project report	67 %*	70 %	80 %
Wide-participation of SAI staff	a) Cumulative number of SAI staff taking part in project funded trainings (minimum 1 full day activity) b) Female participation rate	Annual project report	a) 15 b) 40 % (2020)	a) 35 b) above 35 %	a) 40 b) above 35 %
Quality and relevant support	Average SAI staff satisfaction and perceived project quality, on a 1-5 scale	Annual anonymous survey to all staff	4,45** (2018-2020)	4,5	4,5

* Of 34 planned activities in 2020, at the end of the year 16 were completed, 7 ongoing and 11 canceled. The completed and ongoing constitute 67 %.

** Average score of Evaluation survey on quality of advices online and workshops conducted by the project 2018-2020.

Appendix I: Pre-requisites

The project has a high risk-profile due to the unstable situation and complex environment in Somalia. There are several prerequisites for succeeding in this project.

OAGS outcomes pre-requisites:

1. An active Budget and Finance Committee in the Somalia Legislature, using audit reports and engaging in enabling a strong SAI.
2. An Executive with a will to act on audit findings and implement Public Financial Management reforms.

OAGS goals and objectives pre-requisites:

3. A relatively stable Somalia which allows collection of audit evidence in key Ministries in Mogadishu and presence in the audit office by OAGS staff regularly.
4. Government support and commitment to increased capacity and a more independent OAGS.
5. Reasonable level of financial allocation to OAGS operations from the Government of Somalia.
6. Financial assistance from Development Partners to new permanent staff, LTAs and infrastructure costs, including successful execution of that support.

Project inputs pre-requisites:

7. Funding available for the project

8. Well qualified project team members available from the partner organization and partner-SAls for key project activities

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Resources and rates - OAGS Peer Support Project 2021-2024

Resource Name	Std. Rate	Work	Cost total	MFA Norway Cost Category	Partner (R)	Comment
Delivery costs						
AFROSAL-E accommodation incl dinner costs	kr 1226	8 Hotel personnight	kr 9 808	3 - Specific project-related costs.2 - Accomodation costs	AFROSAL-E	IDI standard rate
AFROSAL-E conference incl lunch	kr 300	16 Conference personday	kr 4 800	3 - Specific project-related costs.1 - Conference costs	AFROSAL-E	IDI standard rate
AFROSAL-E intercontinental flight	kr 15000	0 Return flight	kr 0	2 - Travel.1 - Flight costs	AFROSAL-E	Budget flight rate, incl also transport to airport
AFROSAL-E regional flight	kr 6000	5 Return flight	kr 30 000	2 - Travel.1 - Flight costs	AFROSAL-E	Budget flight rate, incl also transport to airport
AFROSAL-E resource person out-of-pocket allowance	kr 360	8 Day	kr 2 880	2 - Travel.2 - Per diem costs	AFROSAL-E	AFROSAL-E regional rate
External evaluation			kr 400 000	6 - Evaluation.1 - External evaluation	IDI	Lump sum (as for 2020 evaluation)
IDI allowance travels abroad	kr 500	90 Day	kr 45 000	2 - Travel.2 - Per diem costs	IDI	IDI standard rate
IDI Conference cost incl lunch	kr 300	71 Conference personday	kr 21 300	3 - Specific project-related costs.1 - Conference costs	IDI	IDI standard rate in the region
IDI Hotel accommodation and dinner allowance	kr 1500	89 Hotel personnight	kr 133 500	3 - Specific project-related costs.2 - Accomodation costs	IDI	IDI standard rate in the region
IDI Intercontinental flight	kr 15000	18 Return flight	kr 270 000	2 - Travel.1 - Flight costs	IDI	Budget flight rate, incl also transport to airport
IDI Regional flight	kr 6300	3 Return flight	kr 18 900	2 - Travel.1 - Flight costs	IDI	Budget flight rate, incl also transport to airport
Video filming and production	kr 30000	1 Standard short film	kr 30 000	3 - Specific project-related costs.3 - Professional fee or consultancy	IDI	Lump sum
Peer-partner Hotel accommodation and dinner allowance	kr 1500	80 Hotel personnight	kr 120 000	3 - Specific project-related costs.2 - Accomodation costs	Peer-partner SAI general	IDI standard rate in the region
Peer-partner Conference cost and lunch	kr 300	81 Conference personday	kr 24 300	3 - Specific project-related costs.1 - Conference costs	Peer-partner SAI general	IDI standard rate in the region
Peer-partner intercontinental flight	kr 15000	0 Return flight	kr 0	2 - Travel.1 - Flight costs	Peer-partner SAI general	Budget flight rate, incl also transport to airport
Peer-partner Short regional flight	kr 6000	24 Return flight	kr 144 000	2 - Travel.1 - Flight costs	Peer-partner SAI general	Budget flight rate, incl also transport to airport

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Resource Name	Std. Rate	Work	Cost total	MFA Norway Cost Category	Partner (R)	Comment
Peer-partner Resource person out of pocket allowance	kr 300	72 Day	kr 21 600	2 - Travel, 2 - Per diem costs	Peer-partner SAI general	AFROSAI-E regional rate
SAI Somalia Accommodation incl breakfast	kr 1 000	215 hotel per night	kr 215 000	3 - Specific project related costs, 2 - Accommodation costs	SAI Somalia	IDI standard rate in the region
SAI Somalia Conference cost	kr 300	934 Conference per night	kr 280 200	3 - Specific project-related costs, 1 - Conference costs	SAI Somalia	IDI standard rate in the region
SAI Somalia Design a standard document	kr 4 860	5 Document	kr 24 300	4 - Operating costs, 3 - Graphic design	SAI Somalia	Lump sum based on previous costs
SAI Somalia dinner allowance during travels	kr 270	0 Day	kr 0	3 - Specific project related costs, 2 - Accommodation costs	SAI Somalia	AFROSAI-E regional rate
SAI Somalia Printing a standard document	kr 10 800	5 Document	kr 54 000	4 - Operating costs, 4 - Printing	SAI Somalia	Lump sum based on previous costs
SAI Somalia regional flight	kr 6 000	116 Return flight	kr 696 000	2 - Travel, 1 - Flight costs	SAI Somalia	Standard rate for flight to Kenya
SAI Somalia Social dinner	kr 300	0 Per dinner	kr 0	3 - Specific project-related costs, 1 - Conference costs	SAI Somalia	IDI standard rate
SAI Somalia Translation	kr 20 000	0 Standard document	kr 0	3 - Specific project-related costs, 5 - Translation costs	SAI Somalia	Lump sum based on previous similar costs
SAI Somalia video production	kr 20 000	2 Filming and production 1 video	kr 40 000	3 - Specific project-related costs, 3 - Professional fee or consultancy	SAI Somalia	Lump sum based on previous similar costs
Direct staff costs						
Enar Gerrissen	kr 5 043	8 Personday	kr 59 584	1 - Personnel costs, 1 - Direct staff costs	IDI	Average IDI direct staff cost rate used. Exact costs with individual rates to be used when accounting.
George Phiri	kr 5 043	114 Personday	kr 375 402	1 - Personnel costs, 1 - Direct staff costs	IDI	Staff allocated at beginning of project. May be adjusted.
Jostein Tølnes	kr 5 043	196,34 Personday	kr 873 989	1 - Personnel costs, 1 - Direct staff costs	IDI	Rate as agreed with SAI Somalia in agreement on salary costs.
Laurent Soublin	kr 5 043	50 Personday	kr 135 750	1 - Personnel costs, 1 - Direct staff costs	IDI	
Marte Briseid	kr 5 043	34 Personday	kr 134 640	1 - Personnel costs, 1 - Direct staff costs	IDI	
Ola Hoem	kr 5 043	31 Personday	kr 187 178	1 - Personnel costs, 1 - Direct staff costs	IDI	
IDI Strategic Advisor for SAI Somalia	kr 5 043	402 Personday	kr 1 808 598	1 - Personnel costs, 1 - Direct staff costs	IDI	
SAI Somalia AG Special Assistant salary contribution	kr 34 000	48 Month	kr 1 632 000	3 - Specific project-related costs, 3 - Professional fee or consultancy	SAI Somalia	
Annerie Pretorius	kr 3 276	7,5 Personday	kr 24 570	3 - Specific project-related costs, 3 - Professional fee or consultancy	AFROSAI-E	This rate applied for direct staff costs is 65 % of the total day rate agreed with AFROSAI-E. In 2021 the rate is USD 560 per

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Resource Name	Std. Rate	Work	Cost total	MFA Norway Cost Category	Partner (R)	Comment
Gorden Kandoro	kr 3276,6	Personday	kr 19 656	3- Specific project-related costs.3 - Professional fee or consultancy	AFROSAL-E	day, in which an estimate of 35 % is overhead costs (see rates below in Overhead costs). The rate can be adjusted annually by AFROSAL-E in line with normal price and salary increase.
Nonhlanhla Ndaba	kr 3276,55	Personday	kr 180 180	3- Specific project-related costs.3 - Professional fee or consultancy	AFROSAL-E	
Frederick Bobo	kr 3276,33	Personday	kr 108 108	3- Specific project-related costs.3 - Professional fee or consultancy	AFROSAL-E	
Marianna van Niekerk	kr 3276,20,5	Personday	kr 67 158	3- Specific project-related costs.3 - Professional fee or consultancy	AFROSAL-E	
Indirect / Overhead costs						
IDI Allocated staff costs	kr 645 835	Personday	kr 56 719,4	Operating costs.1 - Indirect staff costs	IDI	2021 rate IDI. Adjusted annually depending on actual costs. See footnote in main budget.
IDI Allocated overhead costs	kr 803 835	Personday	kr 30 541,4	Operating costs.1 - Indirect staff costs	IDI	2021 rate IDI. Adjusted annually depending on actual costs. See footnote in main budget.
AFROSAL-E overhead costs	kr 1764 121	Personday	kr 30 541,4	Operating costs.1 - Indirect staff costs	AFROSAL-E	This is 35 % of the AFROSAL-E day rate.
In-kind						
Hanne Nordrehaug	kr 4363	13 Personday	kr 56 719,8	In-kind	AFROSAL-E	
AFROSAL-E top management	kr 4363	7 Personday	kr 30 541,8	In-kind	AFROSAL-E	
Maurice Odhiambo Otieno	kr 4363	20 Personday	kr 87 260,8	In-kind	SAI Kenya	
Mayeso Chembezi	kr 4363	33 Personday	kr 143 979,8	In-kind	SAI Malawi	
Carol Buliani	kr 4363	74 Personday	kr 322 862,8	In-kind	SAI Malawi	
Ihsan Culhaci	kr 4363	20 Personday	kr 87 260,8	In-kind	SAI Turkey	
Mehmet Tas	kr 4363	20 Personday	kr 87 260,8	In-kind	SAI Turkey	
Andrew Timothy Nsamba	kr 4363	67 Personday	kr 292 321,8	In-kind	SAI Uganda	Standard IDI rate for resource persons globally, set in 2021.
Ivan Mukisa	kr 4363	67 Personday	kr 292 321,8	In-kind	SAI Uganda	

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