

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

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

STICHTING SNV NETHERLANDS DEVELOPMENT
ORGANISATION

REGARDING

TAN-23/0008, Nourish Tanzania: Empowering Smallholder Farmers for
Food Security and Climate Resilience

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Agency for Development Cooperation (Norad), the Section for Food and
- (2) Stichting SNV Netherlands Development Organisation, a foundation duly established in the Netherlands, and registered at Parkstraat 83, 2514 JG The Hague, under registration number 41152786 (the Grant Recipient),

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to Norad dated 31.08.2023 (the Application) regarding financial support to the project titled TAN-23/0008, Nourish Tanzania: Empowering Smallholder Farmers for Food Security and Climate Resilience (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
- 1.2 Norad 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 01/01/2024 to 31/12/2028 (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:
- 2.2 The Project's expected effect(s) on society is/are Resilient food and nutrition security for smallholder farmer families in target areas of Tanzania (Impact).

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

1. Increased smallholder farmer climate smart and nutrition sensitive productivity
 2. Increased and diversified food supply to and accessibility of nutritious food at local markets by smallholder farmers
 3. Improved utilisation of household resources to provide nutritious and diverse food.
- 2.3 The full results framework is included as Annex B to this Agreement.

3 IMPLEMENTATION OF THE PROJECT

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- 3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including work 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:
- a) anti-corruption
 - b) climate and environment,
 - c) women's rights and gender equality, and
 - d) human rights (with a particular focus on participation, accountability and non-discrimination)
- 3.4 Any significant deviations or changes from the Application, budgets and approved work plans are subject to Norad's prior, written approval. The following deviations/changes shall always be subject to Norad's prior written approval:
- a) changes to the Project's sources of income,
 - b) changes to the result framework or scope of the Project, except minor adjustments at the output level which are necessary to achieve agreed outcomes. Future reports must clearly reflect, explain, and justify all changes made,
 - c) any changes to the Project's annual budget that imply reallocation of more than 10 % of a budget line and exceeds NOK 15 000 (fifteen thousand),

Norad may suspend disbursements of the Grant until requested changes have been approved.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 200 000 000 (Norwegian Kroner two-hundred millions).
- 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. If the Grant amount is reduced the Parties shall revise the work plan, budget and results framework correspondingly, unless the Grant Recipient secures additional funding from other sources.
- 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 7% of Norad's pro rata share of the incurred direct 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.

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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 first disbursement may be made upon signature of the agreement based on the approved Application. The subsequent disbursements shall be made upon Norad's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question. The first disbursement may include approved Project expenses incurred from the start of the Support Period.
- 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 report for the Project and a reference to the latest approved work 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. 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. Except for the Project's first year, the last disbursement each year is subject to Norad's approval of the progress report and financial report.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants in NOK. All disbursements will be made to the following bank account:
- Name of the account: SNV Netherlands Development Organisation
Account no.: 0387 1250 00
IBAN no.: NL98 RABO 0387 1250 00
Name and address of the bank: Rabobank Nederland, Croeselaan 18, 3521 CB Utrecht,
Netherlands
Swift/BIC code: RABONL2U
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.

6 REPORTING AND OTHER DOCUMENTATION

- 6.1 The following shall be submitted by the Grant Recipient to Norad:
- a) A **progress report** covering the period from January to December shall be submitted to Norad by 1 July each year. The progress report shall include the content specified in article 2 of the General Conditions. Norad's standard reporting format shall be used.
 - b) A **financial report** covering the period from January to December shall be submitted to Norad by 1 July each year. The financial report shall include the content specified in article 3 of the

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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 Norad by 1 July 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.
- d) <An updated **work plan and budget** covering the period from January to December shall be submitted to Norad by 1 December each year. The work plan and budget shall include the content listed in article 1 of the General Conditions.
- e) The **annual report and audit report** of the Grant Recipient's entire organisation shall be submitted to Norad for information by 1 August each year. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report.
- f) A **final report** for the Support Period shall be submitted to Norad no later than 3 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. Norad's standard reporting format shall be used.

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

6.3 All work plans, budgets and reports shall be approved in writing by Norad 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 ISA 800 (Special Considerations - Audits of Financial Statements Prepared in Accordance with Special Purpose Frameworks) / ISA 805 (Special Considerations audits of single financial statements and specific elements, accounts or items of a financial statement) and all ISAs relevant to the Project audit. Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.

8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings once per year, tentatively in September 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 The Grant recipient shall submit a draft agenda to Norad no later than two weeks before the meeting. Unless otherwise agreed, the Parties shall discuss, such as but not limited to, the latest progress report and financial report, and/or the work 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 Norad no

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later than two weeks after the meeting for comments. The agreed minutes shall be endorsed by both Parties.

- 8.4 The Parties shall hold additional formal meetings if/when requested by Norad. Details regarding agenda and procedures will be agreed upon by the 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 31 December 2028. The Grant Recipient shall draft the terms of reference for the review and submit them to Norad for approval. The costs of the review shall be included in the Project budget.
- 9.2 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 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 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.
- 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 NOTICES

- 12.1 All communication to Norad concerning the Agreement shall be directed to the Section for Food at the following address/e-mail address: Norad-Mat@norad.no.
- 12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Michael McGrath at the following e-mail address: mmcgrath@snv.org.
- 12.3 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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13 SIGNATURES

- 13.1 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.
- 13.2 This Agreement in the English language has been signed by both Parties. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: *Oslo*

Date: *8th December 2023*

Per F. I. Pharo

[Signature]

for the Norwegian Agency for Development
Cooperation,

Per Fredrik Pharo

Director

Department for Climate and Environment

for Stichting SNV Netherlands Development
Organisation

~~Harm Duiker~~

Simon O'Connell
CEO

~~Head of Partnerships and Business Development~~

~~Global Partnerships and Business Development~~

Attachments:

- Annex A: Approved budget for the Project
Annex B: Results framework