

Template:	Non-Norwegian NGOs	Revision no.:	1
Specific Conditions (part I)	Grant Management Regime I	Date:	01.03.2016

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

THE BERGHOF FOUNDATION OPERATIONS GMBH

REGARDING

LBN-17/0014, SAFETY NETS AGAINST SUNNI-SHIA
POLARISATION IN LEBANON

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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PART I: SPECIFIC CONDITIONS

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

- (1) The Norwegian Ministry of Foreign Affairs (MFA), represented by the Royal Norwegian Embassy in Beirut (the Embassy), and
 - (2) The Berghof Foundation Operations GmbH (BF), a non-for profit company with limited liability duly established in Germany under registration number HRB 95319 B (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 19. November 2018 (the Application) regarding financial support to the project titled Safety Nets against Sunni-Shia Polarisation in Lebanon, LBN-17/0014 (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 2018 to December 2019 (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 planned effect on society is to contribute to developing Lebanese owned and driven approaches and mechanisms to ease sectarian tension and create safety nets for the relations between both communities. (Impact).

The planned effects for the target group of the Project are to create a shared understanding among young social activists with religious background and high-social media presence about the mechanisms and patterns used to incite as well as the narratives, references and stereotypes, to identify red lines and to explore areas of common interests to counter sectarian speech; to agree on key principles and develop concrete alternative messages to promote non-exclusionary identity conceptions, shared values of citizenship and to develop materials and conduct activities to reach out to further constituencies in order to build awareness for inciting speech, enhance critical (social) media competencies and contribute to an alternative discourse, and; to develop options, ideas and recommendations to reach out to political and media representatives to explore possibilities for initiating policy discourses and creating alliances for addressing sectarian polarization in media and social media discourse (Outcome).

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

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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 identify, assess and mitigate any relevant risks associated with the implementation of the Project, including the risk of corruption and other financial irregularities, and any potential negative effects that the Project may have on the environment and climate, gender equality and human rights.
- 3.4 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 1 400 000 (Norwegian Kroner one million four hundred thousand).
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.
- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of the actual costs of the Project.>
- 4.5 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

5 DISBURSEMENT

- 5.1 The Grant shall be disbursed in 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, less 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.

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5.4 The disbursement requests shall be signed by the Berghof Foundation controller or executive director 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 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.

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

Name of the account:	Berghof Foundations Operations GmbH
Account no.:	190 427 000
IBAN no.:	DE41 1005 0000 0190 4270 00
Name and address of the bank:	Berliner Sparkasse Alexanderplatz 2 10178 Berlin
Swift/BIC code:	BELADEBEXX
Currency of the account:	Euro

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 MFA:

- a) A **final report** for the Support Period shall be submitted to MFA 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.
- b) A **financial report** covering the entire Support Period and shall be submitted along with the final report referred to in article 6.1 a) of the Specific Conditions. The financial report shall include the content specified in article 3 of the General Conditions.
- c) An **audit report** covering the financial statements of the Project shall be submitted to MFA no later than 3 months after the end of the Support Period. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. The management letter (matters for governance attention) shall be attached to the audit report.

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) 800 ("Special considerations audits of financial statements prepared

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in accordance with special purpose frameworks”) or ISA 805 (“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 June, 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 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

10 PROCUREMENT

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

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

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

Name of the account:	AMB.Beirut-UD UT
Account no.:	7694 0514 416
IBAN no.:	NO37 7694 0514 416
Name and address of the bank:	DNB, Stranden 21, CM Storkunder, 0021 Oslo
Swift/BIC code:	DNBANOKKXXX

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

12 NOTICES

12.1 All communication to MFA concerning the Agreement shall be directed to the Embassy at the following address/e-mail address: Royal Norwegian Embassy in Beirut, Stratum Building, Omar Daouk Street, Mina el-Hosn, Beirut, emb.beirut@mfa.no.

12.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Sonja Neuweiler, Co-Director Middle East and North Africa Programme, at the following address/e-mail address: s.neuweiler@berghof-foundation.org.

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

13 SIGNATURES

13.1 By signing part I of the Agreement, the Parties confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

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

Place: Beirut

Date: 4/12-18

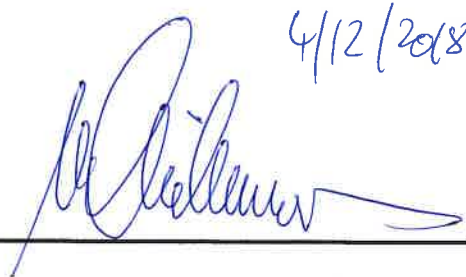


for the Norwegian Ministry of Foreign Affairs,

Lene Lind

Ambassador

The Royal Norwegian Embassy in Beirut



for the Berghof Foundation,

Hans-Joachim Giessmann

Executive Director

Berghof Foundation Operations GmbH

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework

ADDENDUM NUMBER I TO AGREEMENT BETWEEN THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS AND THE BERGHOF FOUNDATION OPERATIONS gGMBH, SAFETY NET AGAINST SUNNI-SHIA POLARIZATION IN LEBANON, LBN-17/0014.

1 BACKGROUND

- 1.1 The Norwegian Ministry of Foreign Affairs (MFA) and the Grant Recipient (jointly referred to as the Parties) have entered into an agreement dated 4 December 2018 (the Agreement) concerning LBN-17/0014, Safety Net Against Sunni-Shia Polarization in Lebanon (the Project).
- 1.2 The Grant Recipient has submitted a request to MFA dated 16 June 2020 regarding additional financial support to the Project with extension of the Support Period, with which MFA has decided to comply.
- 1.3 The Parties have agreed to amend the Agreement through this addendum number I (the Addendum), which shall be an integrated part of the Agreement.

2 EXTENSION OF THE SUPPORT PERIOD

- 2.1 The Support Period set forth in the Agreement shall hereby be extended to May 2021

3 ADDITIONAL GRANT

- 3.1 MFA shall, subject to Norwegian parliamentary appropriations and on the terms and conditions of the Agreement and this Addendum, provide an additional grant not exceeding NOK 1.000.000 (Norwegian Kroner One Million) (the Additional Grant).
- 3.2 The Additional Grant shall be used exclusively to finance the Project as specified in the budget attached as Annex A to this Addendum, and in the Application during the Support Period.
- 3.3 The Additional Grant shall be disbursed upon written request as described in the Agreement.

4 ADDITIONAL AND REVISED CONDITIONS

4.1. OBJECTIVES OF THE PROJECT

To support social media influencers to contribute to restoring social peace by maintaining a space for constructive and inclusive dialogue to de-escalate social tensions, to promote inclusive conceptions of citizenship and to contribute to building consensus around national priorities.

Outcome 1: to build an inclusive group of social media influencers working towards de-escalating social and political tensions and developing cohesive social media messages promoting inclusive citizenship (and non-divisive civic engagement);

Outcome 2: engage in a constructive dialogue on and to contribute to the development of forward-looking elements of a new national vision beyond the old divides (including consultations with different stakeholders, experts, leaders of the protests and members of the public);

Outcome 3: support media education for young audiences to contribute to building critical (social) media skills reducing the resonating grounds for escalating narratives, fake news/conspiracy theories and inter-group prejudices and contribute to civic and political empowerment.

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

5 REMAINING CONDITIONS OF THE AGREEMENT

5.1 All other provisions of the Agreement shall remain unchanged and in force.

6 ENTRY INTO FORCE AND DURATION

6.1 The Addendum shall enter into force on the date of the last signature, and remain in force until all obligations arising from it have been fulfilled.

This Addendum has been signed in two -2- original copies in the English language, whereof the Parties keep one each. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: *Beirut*

Date: *28.7.2020*



for the Norwegian Ministry of Foreign Affairs,

for the Berghof Foundation Operations gGmbH,

Tor Håkon Tordhol

Andrew Gilmour

Charge d'Affaires a.i

Executive Director

Norwegian Embassy in Beirut

Berghof Foundation in Berlin

Attachments:

Annex A: Budget

Annex B: Results Framework