Cost-sharing agreement between the Norwegian Ministry of Foreign Affairs and the United Nations Development Programme regarding the project "Promoting Angolan Women's Empowerment Through CSOs" in Angola

WHEREAS the United Nations Development Programme (UNDP) and the Norwegian Ministry of Foreign Affairs (MFA) have agreed to cooperate in the implementation of the project "Promoting Angolan Women's Empowerment Through CSOs" in Angola;

WHEREAS UNDP and the Government of Norway concluded a Framework Agreement on 2 December 2003 (the Framework Agreement) setting out the general arrangements for receipt and use of resources from Norway;

WHEREAS MFA hereby agrees to contribute funds to UNDP on a cost-sharing basis for the implementation of the Project;

WHEREAS UNDP is prepared to receive and administer the contribution for the implementation of the Project;

WHEREAS the Government of Angola has been duly informed of the contribution of MFA to the Project;

WHEREAS UNDP may designate an Implementing Partner for the implementation of the Project;

NOW THEREFORE UNDP and MFA hereby agree as follows:

Article I Scope and objective

This Agreement together with the Framework Agreement sets forth the terms and procedures for MFA's contribution to the Project which is summarized in Annex I to this Agreement and more fully described in the Project Document "Promoting Angolan Women's Empowerment Through CSOs".

The Goal of the Project is to improve awareness and empower women to exercise their political, social and economic rights in society and thereby contribute to the achievement of MDGs / SDGs.

The Objectives of the Project are i) promote empirical investigation, research based data and public education on women's rights, ii) promote women's political participation in national and local forums, with special focus on CACs (Social Consultation Councils) and municipal administration, iii) strengthen the economic rights and participation of women in the job market, with special focus on small and medium entrepreneurial initiatives and cooperatives directed to youth, iv) mainstream gender issues, especially gender based violence and sexual violence, v) strengthen the capacities of women groups and women networks to advocate and influence policy and to implement and monitor efforts related to women's empowerment.



Article II The Contribution

MFA shall, subject to Parliamentary appropriation and on the terms and conditions set forth in this Agreement, and Article II, Paragraph 5 of the Framework Agreement in accordance with the schedule of payments set out below, contribute to UNDP an amount not exceeding NOK 6.000.000 to be used exclusively to finance the Project and cover the costs referred to in Article VI, Paragraph 1 covering the planned period July 2015 to July 2018. Additional \$41.000 balance from 2011-2015 cycle will be carried over for use in 2015-2016 budget. The contribution shall be deposited in UNDP Contributions (NOK) Account #7001-02-43287, IBAN# NO4370010243287, SWIFT# DNBANOKK, Bank Code: 00019, Account code: 1001 Stranden 21, Aker Brygge, 0021 Oslo, Norway; or for US\$, JP Morgan Chase Bank, SWIFT# CHASUS33, UNDP Contributions Account #015-002284:

Schedule of p	payments	Amount
July 2015	(15 July)	NOK 2.000.000
July 2016	(1 July)	NOK 2.000.000
July 2017	(1 July)	NOK 2.000.000

UNDP shall promptly upon identification in writing acknowledge receipt of the funds.

The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform MFA with a view to determining whether any further financing could be provided by MFA. Should such further financing not be available, the assistance to be provided to the Project may be reduced, suspended or terminated by UNDP.

After consultation with UNDP, MFA may withhold disbursements in case of:

- a. substantial deviations from agreed plans and budgets;
- b. failure of UNDP to provide the reports in Article IV as agreed;
- c. evidence of financial mismanagement of the Project.

MFA may claim repayment in full or in part of funds from the contribution to the extent UNDP has been able to obtain repayment from the negligent party if the funds are found to be misused or not satisfactorily accounted for. Such repayment shall be in accordance with the Financial Regulations and Rules of the UNDP. Before withholding disbursement or reclaiming payment, UNDP and MFA shall consult with a view to resolving promptly the matter. UNDP reserves the right to reduce, suspend or terminate the activities, in its sole discretion.

Article III Utilization of the Contribution

The implementation of the responsibilities of UNDP pursuant to this Agreement and the Project Document shall be dependent on receipt by UNDP of the contribution in accordance with the schedule of payment as set out in Article II, Paragraph 1.

If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to MFA on a timely basis a supplementary estimate showing the further financing that will be necessary.

If the payments referred to in Article II, Paragraph 1 are not received in accordance with the payment schedule, or if the additional financing required in accordance with Paragraph 2 above is not forthcoming from MFA or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP.

Article IV Administration and reporting

For the implementation of this Agreement MFA shall be represented by the Royal Norwegian Embassy in Angola by Ambassador Ingrid Ofstad and UNDP by Samuel Harbor, Country Director in Angola. All communication concerning the Project shall be between the abovementioned representatives.

Representatives of MFA and UNDP shall have annual consultations once a year in accordance with the Framework Agreement Article VIII, in order to:

- a. review the progress of the Project
- b. discuss possible revisions of plans and budgets
- c. discuss issues of special concern for the implementation of the Project.

The documents specified in the Framework Agreement Articles V and VI shall form the basis for the annual consultations.

Project management and expenditures shall be governed by the Financial Regulations and Rules of UNDP. If matters arise during the execution of the Project, which are considered by UNDP of substantive character, UNDP shall inform and consult with MFA. UNDP shall ensure that the contribution is recorded in the accounts of UNDP and reported together with all other (non-core) resources to UNDP from Norway.

UNDP headquarters and country office shall provide reporting to MFA as outlined in the Framework Agreement prepared in accordance with UNDP accounting and reporting procedures.

If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of MFA. The specific nature and frequency of this reporting shall be specified in an annex of the Agreement.

Article V Evaluation

All UNDP programs and projects are evaluated in accordance with UNDP Evaluation Policy. UNDP and the Government of Angola in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a project including an evaluation of its contribution to an outcome which is listed in the Evaluation Plan. UNDP shall commission the evaluation, and the evaluation exercise shall be carried out by external independent evaluators. UNDP shall forward without delay to MFA any review and/or evaluation

report pertaining to activities funded under this Agreement subject to UNDP policies and procedures.

Article VI Equipment

Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

Article VII Management and Support Services

In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution shall be charged a fee equal to 8%. Furthermore, as long as they are unequivocally linked to the specific project, all direct costs of implementation, including the costs of executing entity or implementing partner, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.

The aggregate of the amounts budgeted for the Project, together with the estimated costs of reimbursement of related support services, shall not exceed the total resources available to the Project under this Agreement as well as funds which may be available to the Project for Project costs and for support costs under other sources of financing.

Article VIII Audit

Arrangements for audit of Project activities are as set forth in the Framework Agreement.

Article IX Anti-corruption

The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contract, grant, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.

Article X Completion, termination and amendments

UNDP shall notify MFA when all activities relating to the Project have been completed.



After consultations have taken place between MFA, UNDP and the Government of Angola and provided that the payments already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project, this Agreement may be terminated by UNDP or by MFA. The Agreement shall cease to be in force 30 (thirty) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement.

Notwithstanding termination of this Agreement, UNDP shall continue to hold unutilized payments until all commitments and liabilities incurred in implementation of the Project up to the date of termination have been satisfied and the Project activities brought to an orderly conclusion.

Any payments that remain unexpended after such commitments and liabilities have been satisfied may be utilized for the benefit of other activities within the Project upon agreement between the Parties.

The Agreement may be amended through an exchange of letters between MFA and UNDP. The letters exchanged to this effect shall become an integral part of the Agreement.

Article XI Entry into force

This Agreement shall enter into force upon its signature by both Parties and shall remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of the Project have been satisfied. Whether these obligations shall be regarded as fulfilled shall be determined in consultations between the Parties.

IN WITNESS the undersigned, acting on behalf of their respective institution, have signed the present Agreement in the English language in two copies.

Luanda, 23/ 06/ 2015

For the Norwegian Ministry of Foreign Affairs

INGRID OFSTAD

Ambassador

Royal Norwegian Embassy

Luanda

Luanda, 29/06/2015

For the United Nations Development Programme

PAOLO BALLADELI UNDP Resident Representat

Angola

Annex I

PROGRAMME DESCRIPTION:

UNDP and the Norwegian Embassy in Angola have over the past three years joined efforts and resources to contribute to the achievement of the national objectives elaborated in the NDP 2013-2017 and related gender frameworks. The main objective of this Project (2015-2018) is to elaborate an action framework to consolidate the achievements and results of the previous grants, as well as contribute to emerging areas of demands in the thematic area. The implementation of selected micro-projects will be ensured through the provision of grants to civil society organizations (CSOs) working on gender mainstreaming.

RESULTS FRAMEWORK:

To promote a strategic response to the strengthening of women's knowledge and capacities that enables them to exercise their political, economic and social rights, particularly in peri-urban and rural areas.

Capacity Building

- Strengthen women's participation in political, economic and social processes through training on leadership, networking and business management;
- Support the implementation of the project activities by the selected CSOs through training on general areas of project implementation explored from a gender perspective.

Advocacy

- Promote the promulgation of information, awareness and conscience campaigns on the government's political programs and on political and social rights of women, with special focus on combating domestic violence;
- Design thematic studies and produce disaggregated statistics by sex and age in order to influence policies, strategies and/or address issues that particularly affect women.

Women Empowerment

- Economic empowerment and strengthening of cooperatives;
- Advancement of women's participation in decision-making processes by increasing their representation and participation in CACs and municipal administration.



RISK ASSESSMENT:

#	Descriptio n	Date Identifie d	Туре	Impact & Probability	Countermeasures Mngt response	Mngt Response
1	Grants up to \$70.000	1 st Cycle of the project	Financial	- Some projects were over budget which affected the implementation and quarterly reports to UNDP; Lack of resources	 Training on UNDP Financial Procedures in the beginning of partnerships; Support to organize the financial reports, mainly the 1st quarterly reports. 	 Training on UNDP Financial Procedures in the beginning of partnerships and before implementation phase starts. Support to organize the financial reports, mainly the 1st quarterly reports.
2	Planning and monitoring issues	2012- 2015	Organizatio nal	- Due to weak planning and monitoring tools and skills some selected projects fail to meet targets, which affect the achievement of planned results.	 2014 – a two days training took place on Planning and Monitoring projects for 20 members of the CSOs grantees; Field Visits; Unceasing communication with partners. Strengthen CSOs relationships , encouraging exchange of experiences Strengthen dialogue between MINFAMU and grantees 	1. CSOs supported by UNDP will adopt a common strategy on planning, monitoring and reporting their projects before the implementation phase. 2. After the first quarterly reports (financial and narrative) submitted by the partners UNDP will identified challenges. Based on that UNDP will organize a second training; 3. Field Visits; 4. Unceasing communication with partners. 5. Strengthen CSOs relationships, encouraging exchange of experiences 6. Strengthen dialogue between MINFAMU and grantees
3	HR with lack of capacities		Operational	- CSOs with lack of technical skills, internet problems	2014 – training on official / external communication, research methods and project design	Adoption of a common project design (goals, targets, planning, monitoring, budgeting and HR responsibilities)

ANNUAL BUDGET (ESTIMATED):

	TOTAL	100% (2.000.000NOK)
F	Monitoring, Reporting, Evaluation & Auditing	12.6%
E	GMS	8%
D	Project Officer	10.6%
C	CSOs Capacity Building	8%
В	Grants	60%
A	Call for Proposals	0.8%

- A. Availability of fund must be announced for 2 weeks on daily newspaper;
 B. Each project will have a maximum financing limit of USD \$ 50.000,00;

- C. Support the implementation of the project activities by strengthening the capacity of CSOs;
- **D.** Overall coordination of the implementation, administrative and financial tasks related to the project (in accordance with the UNDP Human Resource Rules);
- E. UNDP % for General Management Services;
- **F.** Operational costs involving monitoring/auditing, field visits and a % for 2015-2018 final external evaluation

ESTIMATED BUDGET FOR 2015-2016:

	TOTAL	\$291.000
F	Monitoring, Reporting, Evaluation & Auditing	\$10.000
E	GMS	\$23.280
D	Project Officer	\$26.720
С	CSOs Capacity Building	\$29.000
В	4 Grants	\$200.000
A	Call for Proposals	\$2000

