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Specific Conditions (part I)	Grant Management Regime I	Date:	21.10.2019

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

Nadácia INTEGRA (Integra Foundation)

REGARDING

KEN-21/0001, RENEWING THE KENYAN CASHEW VALUE CHAIN

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

TABLE OF CONTENTS

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



PART I: SPECIFIC CONDITIONS

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

- The Norwegian Agency for Development Cooperation (Norad), represented by Section for Private Sector Development, and
- (2) Integra Foundation, a non-profit organisation duly established in Slovakia under registration number 203/Na-96/346 and identification number (ICO) 31747493

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to Norad dated 07.08.2020 (the Application) regarding financial support to the project "Renewing the Kenyan cashew value chain", KEN/21-0001 (the Project). This is an application under the SP2020 Strategic partnership scheme. The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement with a Norad grant portion not exceeding NOK 28,389,896.
- 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 1 April 2021, to 1 April 2024 (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 restoration of the eashew value chain in Kenya, increasing rural income and involving youth and women in the eashew sector (Impact).

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

- Improve discretionary income of 30,000 participating farmers over the original baseline by 15% over the four-year period and by 84%-112% over a ten-year period;
- Renew and increase producing, processing and exporting capacity of eashew industry in coastal Kenya by planting 1,200,000 seedlings over four years;
- Increase Kenyan cashew exports of processed eashew nuts to global markets by 30%;
- Increase in the number of farmers involved in the cashew industry with particular focus on attracting women (30%) and youth (10%).

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



MB

- Supporting 30,000 farmers with high-value cashew seedlings;
- Creating 280 jobs in agro-processing and nursery, and tree pruning;
- Involve 125 schools and 6,250 students in cashew value chain and training
- Increased volumes of raw cashew from pruned (4,800 MT) and new trees (1,200MT) during the four-year period.

The intended target group is small-hold farmers in the following Counties of Kenya: Kilifi, Kwale, Lamu. Estimated 30,000 farmers, of which 9,000 are women. A secondary target group are rural youth (under 30 years), who will be presented with a viable future alternative in farming, a total of 2,500 participants.

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)
- 3.4 The Grant Recipient shall immediately inform Norad of any circumstances likely to hamper or delay the successful implementation of the Project.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 28,389,896 (Norwegian Kroner twenty-eight million three hundred thousand eighty-nine eight hundred ninety-six).
- 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 Norad 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.



WB

- 4.4 The Grant may be used to cover overheads/indirect costs up to a maximum of 7% of Norad's prorata share 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 Norad'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 fulfillment of reporting obligations. Norad 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 disbursement, the first/second disbursement each year is subject to Norad's receipt and approval of the progress report and financial report.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants from Norad. All disbursements will be made to the following bank account:

Name of the account: Integra Foundation

Account no.: 2941058692

IBAN no.: \$K3511000000002941058692

Name and address of the bank: Tatra Banka, Hodzovo Nam. 3,

Bratislava, 850 05, Slovakia Swift/BIC code: TATRSKBX Currency of the account: EUR

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 1 April to 30 September 2021 shall be submitted to Norad by 31 October 2021. Thereafter, a financial report covering each six-month (1 October-



- 31 March and 1 April-30 September) period shall be submitted within 4 weeks. The progress report shall include the content specified in article 2 of the General Conditions.
- b) A financial report covering the period from 1 April to 30 September 2021 shall be submitted to Norad by 31 October 2021. Thereafter, a financial report covering each six-month (1 October-31 March and 1 April-30 September) period shall be submitted within 4 weeks. 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 Norad by each year, beginning from 2022. 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. Ten Senses Africa shall also submit an audit report each year.
- d) An updated implementation plan and budget covering the period from January to December shall be submitted to Norad by 31 October 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 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.
- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, Norad shall be informed immediately.
- 6.3 All implementation 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 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 Norad within the deadline indicated in article 6 of the Specific Conditions.

8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings at least once per year, tentatively in November and/or March each year 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 Norad 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 A mid-term review focusing on progress to date shall be earried out by February 2023. 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.
- 9.2 An end-term review focusing on results achieved by the Project shall be carried out by August 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.
- 9.3 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.
- 9.4 On Norad's request, the Grant Recipient will arrange for field visits to the project site(s). Norad will notify about such a request with at least 7 days' notice.

10 PROCUREMENT

- 10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.
- 10.2 If the total value of a contract exceeds NOK 500,000 the call for tenders/the shortlist of suppliers/the award criteria and their weighting/the procurement record and the signed contract shall be submitted to Norad for information. The Grant Recipient shall also confirm in writing that the requirements agreed on in article 10.1 have been fulfilled.

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 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: Direktoratet for utviklingshjelp (Norad)

Account no.: 7694,05,14815 IBAN no.: NO31 76940514 815

Name and address of the bank: DNB BANK ASA, N-0021 Oslo

Swift/BIC code: DNBANKNOKKXXX



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

12 SPECIAL PROVISIONS

- 12.1 The Grant Recipient shall inn accordance with Section 3.3 identify relevant risk factors that may adversely affect the implementation of the Project, including the risk of corruption and possible negative effects on the climate and environment, women, gender equality and human rights, anti-corruption. The risk assessment shall be included in the Final Report to Norad.
- 12.2 Norad expects the Grant Recipient and its partners to act in accordance with the UN Guiding Principles on Business and Human Rights and OECD Guidelines for Multinational Enterprises on responsible business conduct.
- 12.3 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."
- 12.4 Salary to company employees that is included in the Budget in Annex A can be covered with a maximum approved hourly rate of NOK 800 per hour, or equivalent in the local currency. The hourly rates shall cover direct salary expenses, including social costs and be documented by timesheets. The hourly rate for external project staff is NOK 1600 per hour, or the equivalent in local currency. For other consulting services, the procurement shall take place according to Procurement Provisions in part III of this Agreement. Travel costs should follow the Norwegian official travel regulations. All travel and accommodations must be undertakes in the cheapest way possible and all airfares must be economy class. Accommodation is covered on actual incurred costs. The company can choose to increase the cost of travel beyond the official rates, but Norad cannot be billed for this

13 NOTICES

- 13.1 All communication to Norad concerning the Agreement shall be directed to the Section for Private Sector Development at the following address/e-mail address: Postboks 1303 Vika, NO-0112 Oslo, Norway / post-nacring@norad.no.
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Integra Foudation at the following address/e-mail address: Dobšinského 3120/14, 811 05 Bratislava-Staré Mesto / allan_bussard@integra.sk.
- 13.3 Norad's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

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: Oslo, Norway

Date: 12,05,2021

for the Norwegian Agency for Development Cooperation,

Kim Kristmoen

Acting Assistant Director

Section for Private Sector Development

Attachments:

Annex A: Approved budget for the Project Annex B: Results framework (attached separately) for Integra Foundation,

Allan Bussard

Chief Executive Officer

Nadácia INTEGRA

Dobšinského 14 811 05 Bratislava Slovakia IČO: 31 747 493

e-mail: infe@integra.sk www.http://www.integra.sk

Annex A. Budget*

*Note: this is a summary of the Project's budget. A detailed activity-based budget was submitted to Norad by Integra Foundation 13.04.2021

Renawing the Kenyan Cashew Value Chein Summery of key data

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OURCOVE 12	indeposit than eage about carrier as a prospective carrier and	% of woman				30		TSA company reports.	36% of 15,000 participants are woman
		Newton of parts parts who assessed a second standard considers on the second standard second		1233	957	9 900	12,500 total	TSA company models,	1350 trained awak points News x 4 years = 3,000
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1000	and taking	Number of two startests engaged in a applicable proposition properties of the property of the		9320	9 23 0	5 2 5 2		TSA company recession.	Matternative servets periodicated and above agreent infernative to your Let the propert (if schools engaged for one of your 2, 126 of each

