



ព្រះរាជាណាចក្រកម្ពុជា
ជាតិ សាសនា ព្រះមហាក្សត្រ

ក្រសួងមុខងារសាធារណៈ

លេខ :

មស.

សេចក្តីជូនដំណឹង
ស្តីពី

ការផ្សព្វផ្សាយឯកសារ Grant Agreement Templates (GATs) សម្រាប់រៀបចំគម្រោង
ក្រោមកិច្ចសហប្រតិបត្តិការអាស៊ាន-ន័រវេស (ASEAN-Norway)

យោង ៖ លិខិតលេខ ៣៥៥២ អយក.ពអសិ ចុះថ្ងៃទី២៩ ខែមិថុនា ឆ្នាំ២០១៨ របស់ក្រសួងអប់រំ យុវជន
និងកីឡា។

ក្រសួងមុខងារសាធារណៈ មានកិត្តិយសសូមជូនដំណឹងដល់គ្រប់អង្គភាពចំណុះក្រសួងមុខងារ
សាធារណៈឲ្យបានជ្រាបថា ក្រសួងអប់រំ យុវជន និងកីឡា បានធ្វើលិខិតមកក្រសួងមុខងារសាធារណៈ
ដើម្បីស្នើសុំផ្សព្វផ្សាយឯកសារ Grant Agreement Templates (GATs) ចំនួនបីប្រភេទ រួមមាន៖
Multilateral Organisations, Small-Scale Projects, និង State Institution សម្រាប់ប្រទេសសមាជិក
អាស៊ានរៀបចំគម្រោងក្រោមកម្មវិធី Norwegian-ASEAN Regional Integration ដោយផ្ដោតលើវិស័យ
អាទិភាពសំខាន់ៗមានដូចជា ការរក្សាសន្តិភាពនិងសន្តិសុខ សិទ្ធិមនុស្ស សន្តិសុខមិនប្រពៃណី កិច្ចសហ
ប្រតិបត្តិការដែនសមុទ្រ កិច្ចសហប្រតិបត្តិការពាណិជ្ជកម្ម ថាមពល ការតភ្ជាប់អាស៊ាន និងគំនិតផ្តួចផ្តើម
សម្រាប់សមាហរណកម្មអាស៊ាន ការប្រែប្រួលអាកាសធាតុនិងជីវចម្រុះ ការផ្លាស់ប្តូររវាងប្រជាជននិង
ប្រជាជន អប់រំនិងវប្បធម៌ ដែលបានអនុម័តនៅក្នុងកិច្ចប្រជុំ 3rd ASEAN-Norway Joint Sectoral
Cooperation Committee (AN-JSCC) Meeting កាលពីថ្ងៃទី២៨ ខែឧសភា ឆ្នាំ២០១៨ នៅ
លេខាធិការដ្ឋានអាស៊ាន (មានក្នុងឯកសារជូនភ្ជាប់)។

ថ្ងៃពុធ ៥រោច ខែទុតិយាសាធារណៈ ឆ្នាំច សំរឹទ្ធិស័ក ព.ស. ២៥៦២
រាជធានីភ្នំពេញ ថ្ងៃទី០១ ខែសីហា ឆ្នាំ២០១៨

បម្រុងជូន ៖

- គ្រប់អង្គភាពចំណុះក្រសួងមុខងារសាធារណៈ
- ឯកសារ-កាលប្បវត្តិ

Template:	Foreign governmental entities
Grant Agreement	Grant Management Regime III

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS

AND

[NAME OF PARTNER]

REGARDING

[PTA AGREEMENT NUMBER, PTA AGREEMENT TITLE]

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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 [name of city] (the Embassy) /the [name of section of MFA]>, and
 - (2) [Official name of the other party], <represented by [specify]> (the Partner),
- jointly referred to as the Parties.

1 BACKGROUND

- 1.1 The Partner has submitted a request to MFA dated [date] (the Application) regarding financial support to [describe activity] (the Activity).
- 1.2 MFA has decided to award a grant to the Partner to be used exclusively for the implementation of the Activity (the Grant). The Parties expect the Activity to be implemented during the period from [month, year] to [month, year] (the Support Period).

2 THE ACTIVITY

- 2.1 The planned main products and/or services of the Activity are [describe] (Outputs). The planned effects for the target group of the Activity are [describe] (Outcome).
- 2.2 The Activity shall be implemented in accordance with the Agreement and the approved Application, including the budget attached as Annex A to this Agreement.
- 2.3 < [Specify any other obligations in connection with the implementation of the Activity, i.a., relating to political priorities, etc.]>

3 THE GRANT AND DISBURSEMENT

- 3.1 The Grant shall amount to NOK [specify amount] (Norwegian Kroner [spell out amount]). Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. The Grant is given as a lump sum based on the Partner's budget.
- 3.2 The Grant shall be used exclusively to finance the actual costs of the implementation of the Activity during the Support Period.
- 3.3 The Partner is responsible for obtaining any additional resources which may be required to duly implement the Activity.
- 3.4 < [Specify amount]/<the full Grant> will be disbursed upon signing of the Agreement.>
- 3.5 All disbursements will be made to the following bank account:

Name of the account:
Account no.:

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IBAN no.:
Name and address of the bank:
Swift/BIC code:
Currency of the account:

- 3.6 The Partner 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.
- 3.7 The Grant shall amount to <maximum> NOK [specify amount] (Norwegian Kroner [spell out amount]). Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations.
- 3.8 The Grant shall be used exclusively to finance the actual costs of the implementation of the Activity during the Support Period.
- 3.9 The Partner is responsible for obtaining any additional resources which may be required to duly implement the Activity.
- 3.10 <The Grant will be disbursed based on the financial need of the Activity. Financial need refers to the budgeted expenditure for the upcoming period, less any funds available to the Activity from other sources.>
- 3.11 <[Specify amount]/<the full Grant> will be disbursed upon signing of the Agreement.>
- 3.12 <The remaining amounts will be disbursed upon MFA's receipt of a written disbursement request, describing the financial need for the upcoming period which shall not exceed six months.>
- 3.13 <<The full Grant/the remaining amounts> will be disbursed upon MFA's receipt and approval of the reports described in article 4 of this Agreement and an invoice from the Partner.>
- 3.14 All disbursements will be made to the following bank account:
- Name of the account:
Account no.:
IBAN no.:
Name and address of the bank:
Swift/BIC code:
Currency of the account:
- 3.15 <The Partner 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.>

4 REPORTING AND OTHER FOLLOW-UP MEASURES

- 4.1 The following shall be submitted by the Partner to MFA:
- a) A **financial statement** for the Activity shall be submitted by [specify deadline]. <Along with the financial statement, the Partner shall submit original documentation of the expenses incurred, i.a. invoices, receipts etc.>

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b) A **final report** for the Activity shall be submitted to MFA by [specify deadline]. The final report shall give a brief summary of the Activity and the results achieved. The information contained in the final report shall be comparable to the information in the Application. <MFA's standard reporting format shall be used.> <Copies of any publications or other printed material produced in connection with the Activity shall be attached to the report.>

c) <An **audit report** covering the financial statement of the Activity shall be submitted within [specify deadline]. The audit shall be carried out by <the Auditor General in the Partner's country in accordance with auditing standards issued by the International Organisation of Supreme Audit Institutions (INTOSAI)/a chartered/certified or state-authorised public accountant (auditor) in accordance with International Standards of Auditing (ISA) 800, ISA 805 or equivalent.> If the auditor in addition submits a management letter (matters for governance attention), this shall be attached to the audit report. <The costs of the audit shall be included in the Activity's budget.>>

4.2 All reports shall be approved in writing by MFA unless otherwise agreed by the Parties. MFA may request that the Partner provides additional information or documentation.

4.3 Representatives of Norway may carry out independent reviews, audits, field visits or evaluations or other control measures to verify that the Grant is being used in accordance with the Agreement. This may include visits to relevant premises and the examination of relevant records, goods and documents.

4.4 <[Specify any other follow-up measures to be implemented, including deadline and information on cost coverage.]>

5 PROCUREMENT

5.1 If the implementation of the Activity requires procurement of services or goods by the Partner, the contract must be awarded to the most economically advantageous tender (the tender offering the best price-quality ratio), as evaluated against the award criteria listed in the tender documents.

5.2 Contracts must be awarded in accordance with procurement rules and procedures:

- a) ensuring sufficient transparency, fair competition and adequate ex-ante publicity;
- b) ensuring equal treatment, proportionality and non-discrimination;
- c) avoiding conflicts of interests throughout the entire procurement procedure.

5.3 <All procurement under the [Activity] shall be completed in accordance with the Procurement Provisions enclosed as an [annex to this Agreement].>

6 FINANCIAL IRREGULARITIES

6.1 The Parties shall practise zero tolerance against corruption and other financial irregularities within and related to the Activity. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and beneficiaries of the Grant.

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6.2 Financial irregularities refers to all kinds of:

- a) corruption, including bribery, nepotism and illegal gratuities;
- b) misappropriation of cash, inventory and all other kinds of assets;
- c) financial and non-financial fraudulent statements;
- d) all other use of the Grant not in accordance with the Agreement and the Application, including the budget.

6.3 The Parties are firmly committed to prevent, detect and manage financial irregularities and shall therefore;

- a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
- b) do its utmost to prevent, stop and handle financial irregularities within and related to the Activity;
- c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Activity refrain from financial irregularities.

6.4 The Parties shall immediately inform each other of any indication of financial irregularities and of the measures initiated to handle the situation.

6.5 The Parties shall cooperate fully in the investigations of such events, whether the investigation is led by MFA or the Partner.

6.6 The Parties shall consider prosecution and/or other reasonable sanctions, in accordance with the respective laws applicable to them, towards any person and/or legal entity suspected of financial irregularities within or in relation to the Activity.

6.7 MFA may apply any measure as referred to in Article 7, with immediate effect if MFA determines that any financial irregularities have occurred. Any repayment claim may also include interest, investment income or any other financial gain obtained as a result of the financial irregularity.

7 DISPUTES AND REMEDIES

7.1 MFA reserves the right to withhold disbursements at any time in case the Partner fails to fulfil its obligations under this Agreement and/or if there is suspicion of financial irregularities.

7.2 MFA reserves the right to terminate the Agreement with immediate effect, and/or claim repayment of all or parts of the Grant in the event of material breach of this Agreement by the Partner, including if the Grant has not been used in accordance with the Agreement, if financial irregularities have taken place or the use of funds has not been satisfactorily accounted for. Before withholding disbursements, terminating this Agreement and/or claiming repayment, the Parties shall consult with a view to reaching a solution in the matter.

7.3 Any dispute concerning this Agreement shall be settled by consultations between the Parties.

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8 REPAYMENT OF UNUSED FUNDS

- 8.1 <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 and other financial gain accrued on the Grant.>
- 8.2 <If the Partner does not complete the Activity as planned, or if the Activity is significantly scaled down compared to the initial budget, MFA may claim repayment of all or parts of the Grant.>
- 8.3 Repayments shall be made to the following bank account:
- | | |
|-------------------------------|---------------------------------------|
| Name of the account: | Norwegian Ministry of Foreign Affairs |
| Account no.: | 7694 05 12 618 |
| IBAN no.: | NO83 7694 0512 618 |
| Name and address of the bank: | DnB ASA, 0021 Oslo, Norway |
| Swift/BIC code: | DNBANOKK |
- 8.4 The transaction shall be clearly marked: "Unused funds". The name of the Partner shall be stated, along with MFA's agreement number and agreement title.

9 NOTICES

- 9.1 All communication to MFA concerning the Agreement shall be directed to the [Embassy/name of section] at the following address/e-mail address: [specify].
- 9.2 All communication to the Partner concerning the Agreement shall be directed to [specify] at the following address/e-mail address: [specify].
- 9.3 MFA's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

10 ENTRY INTO FORCE, DURATION AND SIGNATURES

- 10.1 The Agreement shall enter into force at the time it is signed by the latter of the Parties and shall remain in force until both Parties have fulfilled all obligations arising from it or until it is terminated in accordance with the provisions of this Agreement.
- 10.2 <Each of the Parties may terminate the Agreement upon a written notice. The Support Period shall end [specify number] months after the date of the notice of termination. During this period, the Partner may only use the Grant to cover commitments that have been established before the date of the notice of termination. The reporting obligations specified in Article 4 shall remain in force until fulfilled by the Partner.>
- 10.3 This Agreement 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.

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Place:

Date:

for the Norwegian Ministry of Foreign Affairs,

[Name]

[Title]

[Unit]

for [name of the Partner],

[Name]

[Title]

[Unit]

Attachments:

Annex A: Approved budget for the Activity

<Annex B: Procurement Provisions>