



FLYKTNINGHJELPEN
NORWEGIAN REFUGEE COUNCIL

PROJECT IMPLEMENTATION AGREEMENT

Between

Norwegian Refugee Council

And

Somali Human Rights Association (SOHRA)

Regarding implementation of the Protection and Return Monitoring (PRMN) Project funded by the United Nations High Commissioner for Refugees (UNHCR) in Somalia

Agreement No. SOFM 1905 01/01/2019/001

This Project Implementation Agreement, hereinafter referred to as 'Agreement', and its relevant annexes in their entirety establish the terms and conditions under which the PRMN project will be implemented and constitute the full Agreement entered into between:

The Norwegian Refugee Council, a non-governmental organisation hereinafter designated as "**NRC**" with Head Office in Oslo, Norway, acting through its Country Office in Somalia: Behind Villa Sultan along Airport Road, Adjacent Peace Hotel-1, Wadajir District, Banaadir Region, Mogadishu,

and: **Somali Human Rights Association (SOHRA)**, hereinafter designated as "the Partner or "SOHRA", a national non-governmental organization engaged in broad based protection and human rights programming, with Head Office in Mogadishu, Benadir, Region, and acting through its duly authorized representatives - Abdullahi Sheikh Abukar (Executive Director).

Together NRC and the Partner are designated as 'the Parties' for the implementation of the Protection and Return Monitoring Project hereinafter referred to as 'the Project'.

1. PROJECT INFORMATION

- **Location: Abdulaziz, Shangani, Bodhere and Dayniile -Banadir region and Aden-yabal District Middle Shabelle**
- **Total costs applicable to the partnership: USD 34,080.00**
- **NRC's contribution: USD 34,080.00**
- **Partner's contribution: not applicable**
- **Donor: United Nations High Commissioner for Refugees (UNHCR)**
- **Donor Grant ID: SOFM 1905 01/01/2019/001**
- **NRC project code: SOFM1905**

2. GENERAL TERMS AND CONDITIONS

2019/1

This Agreement serves as the ultimate framework for cooperation between NRC and the Partner in respect of the PRMN Project. Together with its integral particularized below, it contains the relevant standards and control mechanisms to which the Parties must adhere for successful implementation of the Project. Therefore, in the spirit of friendly cooperation, shared objectives, and for the purpose of guaranteeing comprehensive implementation of this Agreement, the Parties have agreed to the following general terms and conditions, in particular to:

1. Execute their respective responsibilities in accordance with the spirit and content of the provisions of this Agreement and its Annexes listed below, which are integral components of and together constitute the complete Agreement.
2. Join efforts and maintain close working relationships in order to achieve the overarching objectives of the PRMN project.
3. Implement the project with the requisite care, efficiency, transparency and due diligence, and in compliance with relevant NRC and Donor rules and regulations.
4. Use their best endeavours to ensure that any funds or goods provided under the Agreement are used exclusively for the purpose intended under the Agreement and not for any improper or unlawful activity.

Annexes

- Annex 1: Code of Conduct for Non-staff representing NRC or accompanying NRC on missions
- Annex 2: Small Grant Fund Distribution Breakdown
- Annex 3: General Conditions
- Annex 4: Emergency Grant Fund Eligibility Criteria
- Annex 5: EGF Expenditure Tracking Form
- Annex 6: Narrative Report Template
- Annex 7: Financial Report Template
- Annex 8: Payment Voucher Listing Template
- Annex 9: Financial Report Supporting Documents

3. ENTRY INTO FORCE OF THE AGREEMENT AND IMPLEMENTATION PERIOD

- 3.1. The Agreement shall enter into force on the date of signing of the Agreement by the duly authorised representatives of the Parties.
- 3.2. The implementation period is Twelve (12) months from **1st January to 31th December 2019**.
- 3.3. Subject to the conditions laid down in the Annex 3 - General Conditions, and in line with the grant period, expenditure under this Agreement is eligible from **01 January to 31 December 2019**.

4. FINANCING THE PROJECT

- 4.1. The total eligible cost of the Project is estimated at **USD \$34,080.00**, as set out in Annex 2. NRC undertakes to finance up to a maximum of **USD \$34,080.00** which is equivalent to 100% of the total estimated eligible cost.
- 4.2. Each request for budget revisions must be presented to NRC in writing and is only approved after written confirmation from NRC. Notwithstanding, the Partner may revise the Budget of the Project without NRC's express written authorisation if all of the following criteria are met:
 - o The amendment does not affect the basic purpose of the Project as set out in the Annexes.
 - o Where there is a transfer of funds between budget lines in the same heading, the amendment does not exceed 10% of the value of the original budget lines.



- Where there is a transfer of funds between budget headings, the transfer does not exceed 5% (to be negotiated taking into account donor regulations) of the original budget headings.
- The budget amendment does not affect the ration originally agreed between the programme (direct) costs and support (indirect) costs.
- Before implementing any amendment not requiring NRC's express authorisation, the Partner must inform NRC in writing of the amendment.

4.3. The final amount of NRC's contribution shall be determined in accordance with Article 16 of Annex 3 - General Conditions.

5. SUBMISSION OF REPORTS

5.1. In accordance with the provisions outlined in Annex 3 – General Conditions, and using the approved templates annexed to this Agreement, the Partner shall submit quarterly reports on the progress of implementation. The following schedule shall apply:

Report name	Period covered	Submission date
1 st narrative and financial reports	01 January – 31 March 2019	05 April 2019
2 nd narrative and financial reports	01 April –30 June 2019	05 July 2019
3 rd narrative and financial reports	01 July – 30 September 2019	05 October 2019
4 th narrative and financial reports	01 October – 31 Dec 2019	31 December 2019

5.2. The Partner shall submit the final narrative and financial reports five days prior to the end of the Agreement, which will include staffing table, asset list, and stock balance if applicable.

5.3. If any clarification or additional information is required, NRC shall inform the Partner within 10 days following receipt of the reports, and the Partner shall have 3 days to respond. In case of late or unsatisfactory response, NRC may consider the costs ineligible.

6. PAYMENT ARRANGEMENTS

6.1. NRC shall make payments to the Partner as per the schedule described below. NRC finance team shall determine the exact date on which payments will be made, but such date shall remain within and not exceed the timeframe indicated above.

Total contract value		\$34,080.00	
Instalment	Instalment Percentage	Instalment Value (Transfer amount)	Note/timeline
1	25%	\$ 8,520.00	Upon signing of the Agreement
2	25%	\$ 8,520.00	In April, upon submission of Q1 reports
3	25%	\$ 8,520.00	In July, upon submission of Q2 reports
4	25%	\$ 8,520.00	In December, upon submission of Q3 & Q4 reports
Total		\$ 34,080.00	

6.2. Upon request and when duly justified, as well as being subject to NRC having received the funds from the Donor, an early pre-financing may be made when 70% of the previous

payment(s) has already been spent. An early pre-financing can only be made when a satisfactory financial report has been submitted to NRC clearly indicating that 70% of the payments have been properly disbursed and/or utilized. If an early pre-financing payment is made in accordance with this clause, it does not affect the indicative dates of later pre-financing payments set out in clause 6.1 above. The request shall be supported with financial and narrative reports for the period not yet verified by NRC.

- 6.3. The Final narrative shall accompany the request for payment of the balance and financial reports – refer to Articles 11 and 15 of Annex 3 - General Conditions, and Annex 5 – EGF Expenditure Tracking Form.
- 6.4. Upon request from the Partner, NRC will transfer the agreed instalment(s) of pre-financing and the balance payment only when the reports meet the requirements as outlined in Annex 3 - General Conditions, and Annex 4 – Emergency Grant Fund Eligibility Criteria, and NRC has received sufficient funding from the Donor.

7. BANK ACCOUNT

- 7.1. The disbursement of project funds, totalling **USD \$ 34,080.00**, shall be made to the Partner's bank account as indicated below:

Name of bank: Dahabshil Bank

Address of bank: Mogadishu

Precise denomination of the account holder: Somali Human Rights Association(SOHRA)

Full account number (including bank codes): Somali Human Rights Association(SOHRA), MUQD0003147

8. SETTLEMENT OF DISPUTES

- 8.1. Should any dispute arise as to the implementation, operation or any other aspect of this Project Agreement, the Parties should endeavour to reach an amicable solution in accordance with Article 20 of the General Conditions herein attached as Annex 3.

9. LIABILITY

- 9.1. In accordance with the General Conditions article 3, NRC cannot and will not under any circumstances or for any reason whatsoever be held liable for damages caused by staff or property of the Partner during implementation of the Project.
- 9.2. The Partner shall have the sole responsibility for complying with any legal obligations incumbent on it.

10. TERMINATION

- 10.1. Each of the Parties may terminate the contract in accordance with the General Conditions article 18. In case of termination, both Parties shall exert its best effort to end the Project in a rapid, orderly and economical manner with respect to the use of the funds provided and/or received.

11. CONTACT ADDRESS

- 11.1. Any communication relating to this Agreement from either Party shall be in writing, stating the Agreement Number, the title of the Project, and shall be sent to the following addresses:

Norwegian Refugee Council

Attn: Mr. Victor Moses – Country Director
 Mogadishu, Somalia
 Email: victor.moses@nrc.no
 Abdirisak Aden Ahmed
 ICLA Project Manager Email: Abdirisak.ahmed@nrc.no


To the Partner: Somali Human Rights Association (SOHRA)
 Emails: sohrassociation@yahoo.com/ sohrango@yahoo.co.uk/sohramonitor@gmail.com
 Telephone: Land Tel: 851096
 Contact Person: Abdullahi Sheikh Abukar
 Cell Phone: +252615411980
 Focal Point: Abdullahi Sheikh Abukar

12. SPECIFIC CONDITIONS APPLYING TO THE PROJECT

- 12.1. The partner is eligible to utilize the Emergency Grant Fund (EGF) as per the existing eligibility criteria regulating the use thereof. The Partner is expected to pre-finance cases that will be expressly approved by NRC through focal points and will be reimbursed after submission of appropriate financial documents and having verified the authenticity of the case.
- 12.2. The current PRMN project to which this Agreement applies is an extension from the previous year; hence, the need for the Partner to submit a new proposal and budget does not arise. However, adherence to and application of all relevant annexes to this Agreement remain strictly obligatory.

SIGNATURES

This Agreement is executed in two original copies by the duly authorized representatives of the Parties, who, by affixing their signatures thereto, attest to their authority and full understanding and acceptance of the obligations and requirements contained therein, and confirm receipt of all the relevant annexes.

	Norwegian Refugee Council	Somali Human Rights Association (SOHRA)
Name	Victor Moses	Abdullahi Sheikh Abukar
Position	Country Director	Executive Director
Date	1 st January 2019	
Place	Mogadishu, Somalia	Mogadishu, Benadir, Somalia
Signature		
Seal/stamp		





NORWEGIAN
REFUGEE COUNCIL

Small Grant Fund (SGF) Allocation

Project code: SOFM1905
 Partner's Name: SOHRA
 No. of monitors: Six (6)

SN	Discription	Per Month	No. of monitors				Total	Comments
			Instalment 1 (Jan-March 2019) 3 months	Instalment 2 3 months	Instalment 3 3 months	Instalment 4 3 months		
1	Monitors Allowance (6 Monitors x 12 Months)	\$ 2,220.00	\$ 6,660.00	\$ 6,660.00	\$ 6,660.00	\$ 6,660.00	\$ 26,640.00	6 Monitors x \$370
2	Transport/Vehicle Hire	\$ 120.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 360.00	\$ 1,440.00	Lumpsum
3	Communication funds contribution	\$ 150.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,800.00	Lumpsum
4	Stationery funds	\$ 100.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,200.00	Lumpsum
6	Finance Officer Salary Contribution	\$ 150.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 1,800.00	Lumpsum
7	Office rent Contribution	\$ 100.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 1,200.00	Lumpsum
		\$ 2,840.00	\$ 8,520.00	\$ 8,520.00	\$ 8,520.00	\$ 8,520.00	\$ 34,080.00	

