

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

**GRANT AGREEMENT**

**BETWEEN**

**THE NORWEGIAN MINISTRY OF FOREIGN AFFAIRS**

**AND**

**ESTONIAN CENTER OF EASTERN PARTNERSHIP**

**REGARDING**

**KAU-19/0001 Local Ownership of Democracy: Transparent governance on  
Local Level**

*GA*

*LRD*

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

## TABLE OF CONTENTS

1	SCOPE AND OBJECTIVES .....	3
2	REPRESENTATION AND COMMUNICATION .....	4
3	PROJECT IMPLEMENTATION .....	4
4	THE GRANT .....	5
5	DISBURSEMENTS .....	5
6	CONTRIBUTION OF THE PARTNER .....	6
7	IMPLEMENTATION PLAN AND BUDGET .....	6
8	REPORTING ON RESULTS .....	6
9	FINANCIAL REPORTS .....	7
10	AUDIT .....	7
11	FINAL REPORT .....	8
12	FORMAL MEETINGS.....	8
13	REVIEWS AND OTHER FOLLOW-UP MEASURES .....	9
14	PROCUREMENT.....	9
15	PROJECT ASSETS .....	9
16	CONFLICT OF INTEREST .....	10
17	FINANCIAL IRREGULARITIES .....	10
18	TRANSPARENCY.....	11
19	VERIFICATION .....	11
20	RESERVATIONS .....	12
21	LIABILITY.....	12
22	DURATION, AMENDMENT AND TERMINATION .....	12
23	RETURN OF INTEREST AND UNUSED FUNDS.....	13
24	DISPUTE RESOLUTION .....	13

*LRH*

*A*

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

THIS AGREEMENT (the Agreement) is entered into between the NORWEGIAN MINISTRY OF FOREIGN AFFAIRS (MFA) and ESTONIAN CENTER OF EASTERN PARTNERSHIP] (the Partner) (jointly referred to as the Parties).

NOW THEREFORE the Parties have agreed as follows:

## 1 SCOPE AND OBJECTIVES

1.1 This Agreement, including all annexes, set forth the terms and procedures for MFA's financial support to the project titled Local Ownership of Democracy: Transparent Governance on Local Level, (the Project). The Project is further described in the application dated 3 December 2018 and updated application dated 18 May 2019 (the Application) and the estimated costs of the Project are indicated in the budget attached as Annex A.

1.2 The Parties expect the Project to be implemented between 01 September 2019 and 31 August 2022 (the Support Period).

1.3 The expected results of the Project are as follows:

The expected effect(s) on society is/are: The project aims to encourage local governments to initiate changes to enhance democracy thus taking ownership of democratisation rather than waiting for guidance of the central government. Focusing on increasing transparency of decision-making process through inclusion of civil society organisations and communicating with the media as well as by publishing relevant reports, the local governments can take steps to increase the trust of the local population. By implementing an inclusive approach, they can make sure that policies and decisions are as efficient and effective as possible. (Impact).

1.4 The expected effects for the target group of the Project are: Through learning from Estonian experiences and best practices on how to build up a working cooperative relationship between local governments and civil society in a post-Soviet country, the target groups in Armenia, Ukraine and Georgia will have the necessary know-how to collaborate on putting together development strategies with short- and long-term goals which are customised to the local realities and needs.(Outcome).

The main planned activity of the Project are:

To encourage local ownership of democracy through supporting the development of open, collaborative, inclusive and transparent governance in the regions of Armenia, Georgia and Ukraine

The main target group includes local governments and local civil society organisations in 10 regions of Georgia, 5 regions of Armenia and 5 regions of Ukraine.

1.5 The full results framework is as set out in Annex B.

1.6 Any significant deviations from or changes to the Application or approved implementation plans or budgets are subject to written agreement between the Parties.

*22AJ*

*GA*

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

## 2 REPRESENTATION AND COMMUNICATION

2.1 All communication to MFA regarding this Agreement shall be directed to:

Utenriksdepartementet

Section for Russia, Eurasia and regional cooperation

Pb 8114 Dep

N-0032 OSLO

[Seksjon.for.russland.eurasia.og.regionalt.samarbeid@mfa.no](mailto:Seksjon.for.russland.eurasia.og.regionalt.samarbeid@mfa.no)

Contact person: Kerstin A Wahlberg, [kerstin.agneta.wahlberg@mfa.no](mailto:kerstin.agneta.wahlberg@mfa.no)

2.2 Estonian Center of Eastern Partnership is competent to act on behalf of the Partner. All communication to the Partner regarding this Agreement shall be directed to:

Estonian Center of Eastern Partnership

Estonia puistee 9, 10143 Tallinn

Estonia

[eceap@eceap.eu](mailto:eceap@eceap.eu)

Contact person: Tiina Ilsen, [tiina.ilsen@eceap.eu](mailto:tiina.ilsen@eceap.eu)

2.3 The Parties may give written notice of other contact information to replace the above.

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

## 3 PROJECT IMPLEMENTATION

3.1 The Parties shall communicate and cooperate fully in order to arrange for the successful achievement of Project objectives. To this end, the Parties shall immediately inform each other of any circumstances likely to hamper or delay the successful implementation of the Project.

3.2 The Partner shall have the overall responsibility for planning, implementing, reporting and monitoring of the Project, and shall:

- a) implement the Project in accordance with the latest agreed Application, including implementation plan and budget;
- b) exercise the necessary diligence, efficiency and transparency in line with best practise principles;
- c) ensure sound financial management of the Project, including that all Project funds are satisfactorily accounted for;
- d) keep MFA informed of any plans for major organisational changes;
- e) ensure that all permits, import licenses and foreign exchange permissions that are or may be required are granted;
- f) be solely responsible for any adverse effects of the Project

*LRH*

*GA*

Template: Grant Agreement	<b>Foreign governmental entities</b> <b>Grant Management Regime I</b>	Revision no.:	2
		Date:	23.10.2018

- g) The Partner 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)

#### 4 THE GRANT

- 4.1 MFA shall, subject to Norwegian parliamentary appropriations, provide a financial grant not exceeding NOK 26 472 193 (Norwegian Kroner Twentysixmillion fourhundredseventytwo thousand onehundred and ninetythree) (the Grant).
- 4.2 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.
- 4.3 The Partner shall acknowledge MFA's support to the Project in all publications and other materials issued in relation to the Project. MFA's logotype will be provided by MFA upon request. All use of MFA's logotype must be approved by MFA.

#### 5 DISBURSEMENTS

- 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 Partner describing the financial need for the period in question. The first disbursement shall include approved Project expenses incurred prior to the signing of this Agreement.
- 5.2 Financial need refers to the budgeted expenditures 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 Partner. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement requests.
- 5.5 All disbursements are conditional upon the Partner's continued compliance with the requirements in the Agreement, including the timely fulfilment of reporting obligations. <Except for the Project's first year, the second disbursement each year is subject to MFA's receipt and approval of the progress report and financial report.
- 5.6 All disbursements will be made in NOK to the following separate bank account with the [specify name of country/nationality] [specify name of relevant ministry]:

Name of the account: Estonian Center of Eastern Partnership  
Account no.:  
IBAN no.: EE791010220282688227  
Name and address of the bank: SEB, Tornimäe 2, 15010 Tallinn, Estonia

*LRAD*

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

Swift/BIC code: EEUH22X  
Currency of the account: EUR

- 5.7 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. The Partner shall make the funds available to the Project without delay.

## 6 CONTRIBUTION OF THE PARTNER

- 6.1 The Partner shall provide sufficient and qualified personnel and all financial as well as other resources that may be required, over and above the Grant, in order to implement the Project as planned.
- 6.2 The financial contribution of the Partner is detailed in the budget in Annex A

## 7 IMPLEMENTATION PLAN AND BUDGET

- 7.1 An updated implementation plan and budget covering the period from January to December shall be submitted to MFA for approval by 15 February each year. The first implementation plan and budget shall cover the period September to December 2019. The implementation plan and budget shall be set up in a way that allows for direct comparison with the description of the use of funds in the latest approved Application and shall be signed by an authorised representative of the Partner.
- 7.2 The implementation plan shall be directly related to the results framework and shall specify planned activities and outputs as well as time schedules for the upcoming reporting period.
- 7.3 The updated budget shall be based on the approved budget and include estimated income to the Project from all sources as well as planned expenditures for the upcoming period. The estimated financial need of the Project in the next reporting period shall be clearly stated.

## 8 REPORTING ON RESULTS

- 8.1 A progress report covering the period from January to December shall be submitted to MFA for approval by 15 February each year. The first progress report shall cover the period September to December 2019. The progress reports shall describe the results achieved under the Project during the reporting period and shall be set up in a way that allows for direct comparison with the latest approved Application, implementation plan and budget. It shall be signed by an authorised representative of the Partner.
- 8.2 The progress reports shall, as a minimum, include:
- a) an account of the results achieved so far by the Project, using the format, indicators and targets of the approved results framework. The overview must:
    - show delivered outputs compared to planned outputs;
    - show the Project's progress towards achieving the Outcome;
    - if possible, describe the likelihood of the Impact being achieved.
  - b) an account and assessment of any deviations from the latest approved implementation plan and Application;
  - c) an assessment of how efficiently Project resources have been turned into outputs;

LEAD

A

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

- d) a brief update on the risk management of the Project, including i) any new risk factors, ii) how materialized risks have been handled in the reporting period, iii) the effectiveness of mitigating measures, iv) how risks will be handled going forward. The update shall include both risks affecting Project achievements and the risks for negative consequences from the Project on its surroundings. Potential negative effects on the cross-cutting issues as referred to in article 3.3 above shall always be accounted for.

## 9 FINANCIAL REPORTS

- 9.1 A financial report covering the period from January to December shall be submitted to MFA for approval by 15 February each year. The first financial report shall cover the period from September to December 2019. The final financial report shall cover the entire Support Period and shall be submitted along with the final report referred to in article 11.
- 9.2 The financial reports shall comprise financial statements with a comparison to the latest approved budget for the reporting period, as well as an explanation of any deviations from the budget. It shall be certified by the financial controller/ as well as by an authorised representative of the Partner.
- 9.3 The financial statements shall be set up in a way that allows for direct comparison with the latest approved budget, using the same currency and budget line items. They shall, as a minimum, include:
- a) the accounting principles applied;
  - b) income from all sources, including bank interest. MFA's contribution shall be specified;
  - c) expenses charged/capitalised in the relevant reporting period;
  - d) expenses charged/capitalised from start-up of the Project to the end of the reporting period;
  - e) unused funds as per the reporting date;
  - f) balance sheet, when required in accordance with the accounting principles applied;
  - g) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.
- 9.4 Deviations from the approved budget shall be highlighted with information on both nominal amounts and percentage of each deviation. The Partner shall include a written explanation of any deviations amounting to more than 10 % from a budget line.

## 10 AUDIT

- 10.1 The Project's annual financial statements shall be audited, and the audit report shall be submitted to MFA within 31 May each year.
- 10.2 Any other document from the auditor significant to the implementation of the Project, as well as the Partner's comments thereto, shall be submitted to MFA within the same deadline.
- 10.3 The audit shall be carried out by an independent chartered/certified public accountant acceptable to MFA. International audit standards such as International Standards of Auditing (ISA), or equivalent shall be applied.
- 10.4 The auditor shall form an opinion on whether the financial statements fairly reflect the financial position of the Project, and whether they are prepared, in all material respects, in accordance with the applicable financial reporting framework, namely:




Template: Grant Agreement	Foreign governmental entities Grant Management Regime I	Revision no.: Date:	2 23.10.2018
------------------------------	--	------------------------	-----------------

- a) the accounting principles followed by the Partner, and;
- b) requirements of Article 9 clause 3.

10.5 The audit report shall include:

- a) identification of the Project's total expenses and total income;
- b) the subject of the audit;
- c) the financial reporting framework applied;
- d) the auditing standards applied;
- e) a statement that the auditor has obtained reasonable assurance about whether the financial statements as a whole are free from material misstatement;
- f) the auditor's opinion.

10.6 The costs of the audit shall be included in the Project budget

10.7 The audit requirements stated in this Agreement shall be applied on the total Grant including any part of the Grant transferred to other entities.

10.8 MFA may request additional information from the auditor at any time. Such information shall be provided within 30 days of the request.

## 11 FINAL REPORT

11.1 A final report for the Support Period shall be submitted to MFA for approval within three – 3 - months after the end of the Support Period. The final report shall be set up in a way that allows for a direct comparison with the Application and shall be signed by an authorised representative of the Partner.

11.2 The final report shall, as a minimum, include:

- a) the items listed for the progress reports described in Article 8 covering the entire Support Period;
- b) an assessment of the Project's effect on society (Impact);
- c) a description of the main lessons learned from the Project;
- d) an assessment of the sustainability of the achieved results under the Project.

## 12 FORMAL MEETINGS

12.1 The Parties shall hold formal meetings once per year, tentatively in May/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 Partner.

12.2 The Parties shall discuss the latest progress report and financial report, as well as the implementation plan and budget for the upcoming period, unless otherwise agreed. In the event that such reports have not been received at least three – 3 - weeks before the meeting, the Parties shall agree upon a new date to hold the meeting.

12.3 The Partner shall record main issues discussed, points of view expressed and decisions made, in minutes from the meetings. The Partner shall draft the minutes and submit them to MFA no later than two weeks after the meetings for any comments. The agreed minutes shall be signed by both Parties.



Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

- 12.4 The Parties may invite others to participate as observers or advisers to their delegations. The Parties shall notify each other in advance of any external participants and their role in the meetings.
- 12.5 The Parties may agree to hold meetings if/when required. Details regarding agenda and procedures will be agreed upon by the Parties.

### 13 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 13.1 An end review focusing on results achieved by the Project shall be carried out by December 2022. The Partner 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 and covered by MFA over and above the Grant.
- 13.2 If the Partner or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, MFA shall be informed. The Partner shall forward a copy of the report of any such review or evaluation to MFA without undue delay.

### 14 PROCUREMENT

- 14.1 All procurement under the Project shall be undertaken by the Partner and be completed in accordance with Annex C as well as any statutory requirements applicable in the jurisdiction of the Partner.

### 15 PROJECT ASSETS

- 15.1 The Partner shall have full ownership to all equipment, consumables and intellectual property rights procured or developed by use of the Grant, unless otherwise described in the Application. All matters associated with equipment, consumables and intellectual property rights are the exclusive responsibility of the Partner. However, significant use of such equipment, consumables and intellectual property rights for purposes outside the Project shall be subject to MFA's prior approval.
- 15.2 MFA shall have a non-exclusive and royalty-free license to use all intellectual property rights procured or developed by use of the Grant. MFA may assign this right to any individual or organisation at its own discretion.
- 15.3 Transfer of ownership of any equipment, consumables and/or intellectual property rights during the Support Period shall be executed in accordance with the national legislation of the Partner and be made at market terms. Ownership may not be transferred to an employee of the Partner or its cooperating partner, or anyone related to or connected with an employee, if such a relation could lead to a conflict of interest as described in Article 16 clause 2.
- 15.4 Before a transfer is decided, the Partner shall assess whether it may have an impact on the Project and, where appropriate, consult with MFA. Any income from a transfer shall accrue to the Project, and shall be reported in the financial statement of the Project.
- 15.5 The Partner shall prepare records of transfer of ownership for any equipment, consumables and intellectual property rights. The records shall comprise information on the object of transfer, the original purchase price paid by the Partner, price offers received, the final sales price and the name of the purchaser. The record shall be submitted to MFA along with the first progress report due after the sale.




Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

- 15.6 If the activities of the Project do not continue after the end of the Support Period or after termination of the Agreement, the Partner shall inform MFA about the remaining equipment and goods that have been purchased by use of the Grant. MFA may require that such assets be sold. Such sale shall be completed in accordance with the procedures described above. Income from the sale shall be repaid to MFA.
- 15.7 The Grant may not be used to purchase or construct real property (land or buildings) unless specifically agreed upon between the Parties in writing.

## 16 CONFLICT OF INTEREST

- 16.1 The Parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.
- 16.2 Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Parties is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.
- 16.3 If a conflict of interest occurs, the affected Party shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.
- 16.4 If the conflict of interest cannot be resolved and if it relates to a decision or transaction of significance to the Project, the affected Party shall immediately notify the other Party. The Parties shall discuss in order to reach an understanding on the appropriate measures to be taken.

## 17 FINANCIAL IRREGULARITIES

- 17.1 The Parties shall practise zero tolerance towards any financial irregularities within and related to the Project. The zero tolerance policy applies to all staff members, consultants and other non-staff personnel, contractor, implementing partners and beneficiaries of the Grant.
- 17.2 "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 Project funds not in accordance with the Agreement and the latest agreed Application, implementation plan and budget.
- 17.3 The Parties are firmly committed to prevent, detect and manage financial irregularities and shall therefore:
- a) organise their operations and internal control systems in a way that financial irregularities are prevented and detected;
  - b) cooperate fully to prevent, stop and handle financial irregularities within and related to the Project;
  - c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.




Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

- 17.4 The Parties shall immediately inform each other of any indication of financial irregularities and of the measures initiated to handle the situation.
- 17.5 The Parties shall cooperate fully in the investigations of such events, whether the investigation is led by MFA or the Partner.
- 17.6 The Parties shall consider prosecution and/or other reasonable sanctions towards any person and/or legal entity suspected of financial irregularities within or in relation to the Project.
- 17.7 MFA may apply any measure as referred to in Article 20 clauses 1 and 2, with immediate effect and irrespective of Article 20 clause 3, 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.

## 18 TRANSPARENCY

- 18.1 The Parties shall distribute copies of this Agreement, as well as any subsequent amendments thereof, to all individuals and institutions involved in the Project or otherwise in need of information regarding its content.
- 18.2 The Partner shall publish the following in a dedicated and easily accessible place of its internet site:
- a) a copy of this Agreement, any addendum
  - b) the title and value of any contracts and/or sub-agreements of more than NOK 500 000 (or the equivalent in local currency) which are financed by the Grant;
  - c) names and nationalities of the respective agreement parties and, if relevant, any sub-grantees or contractors in receipt of Project funds;

If internet publication is impossible, all the information in clause 2 shall be published by other appropriate means. The Partner shall give MFA precise information on where the publication is made.

Publication shall take place as soon as possible, and at the latest within six months after the contracts and/or sub-agreements were entered into.

Any deviations from this clause 18.2 shall be agreed by the Parties in writing.

- 18.3 The Parties shall make other project documentation, including the Application and all agreed reports, available to anyone upon request. Requests for disclosure may be denied if such disclosure is prohibited by national legislation, confidentiality obligations and/or if it may be detrimental to the Partner's legitimate interests.

## 19 VERIFICATION

- 19.1 Representatives of Norway may at all times carry out independent reviews, field visits, evaluations and other control measures to verify that the Grant has been used in accordance with the Agreement.
- 19.2 The Partner shall facilitate such control measures by providing all information and documents necessary to carry out the relevant initiative, as well as ensuring the unrestricted access of such representatives to any premises, records, goods and documents requested.



Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

19.3 The Partner shall ensure that the representatives have access to the auditor of the Project, as well as to the auditor's assessments of all relevant information pertaining to the Project. The Partner shall release the auditor from any confidentiality obligations in order to facilitate such access.

19.4 The rights and obligations of this Article shall remain in force for five years following the end of the Support Period or termination of the Agreement, whichever occurs later.

## 20 RESERVATIONS

20.1 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.

20.2 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. Material breach of the Agreement shall include, without limitation, the following:

- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved implementation plans and budget,
- b) the use of the Grant has not been satisfactorily accounted for,
- c) the Partner has, after having been granted an extended deadline, failed to provide the agreed reports,
- d) financial irregularities, grave professional misconduct or illegal activity of any form have taken place within the Project,
- e) the Partner has failed to inform MFA of indication of financial irregularities within the Project in accordance with Article 17 above.

20.3 Before withholding disbursements, claiming repayment or terminating this Agreement, the Parties shall consult with a view to reaching a solution to the matter.

## 21 LIABILITY

21.1 Neither of the Parties shall be held liable for damage, injury or loss of income sustained by the other Party or its agencies, staff or property as a direct or indirect consequence of the Project or services provided thereunder. No claim for compensation or increases in payment in connection with such damage, injury or loss of income will be accepted.

21.2 The Partner shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Partner shall indemnify MFA against any claim or action from the Partner's employees or third parties in relation to the Project.

## 22 DURATION, AMENDMENT AND TERMINATION

22.1 The Agreement shall enter into force on the date of the last signature, and shall remain in force until all obligations arising from it have been fulfilled, or until it is terminated in accordance with this Article. Whether the obligations shall be considered fulfilled, will be determined through consultations between the Parties and confirmed by MFA in a completion letter.

22.2 The Agreement may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.




Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

22.3 Each Party may terminate the Agreement upon three months written notice. If the Project cannot continue without the financial support of MFA, the Partner shall exert its best efforts to discontinue or scale down the Project promptly and in an orderly and financially sound manner.

### 23 RETURN OF INTEREST AND UNUSED FUNDS

23.1 Upon completion 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 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. This does not apply in case of termination where such funds have been irrevocably committed by the Partner in a legally binding agreement entered into with any third parties prior to the receipt of the notice of termination.

23.2 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:	DNBANOK

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

### 24 DISPUTE RESOLUTION

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

\*\*\*

IN WITNESS WHEREOF the undersigned, acting on behalf of their respective Party, have signed the Agreement in two -2- originals 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: *Oslo*

Date: *28.11.19*

*Marianne Kvan*

for the Norwegian Ministry of Foreign Affairs,

Marianne Kvan Deputy Director

Section for Russia, Eurasia and Regional  
Cooperation

*Tallinn*  
*28.11.2019*

*Gert Antsu*

for Estonian Center of Eastern Partnership

Gert Antsu

Director

Annex A: Approved budget for the Project

Annex B: Results framework

*GA*

Template:	<b>Foreign governmental entities</b>	Revision no.:	2
Grant Agreement	<b>Grant Management Regime I</b>	Date:	23.10.2018

Annex C: Procurement Provisions