

Standard Terms and Conditions

Pre-Project Grants – Institutional Cooperation between Norwegian and Ukrainian Municipalities

1. DEFINITIONS

“Decision”: The grant award decision for pre-project funding under the scheme for institutional cooperation between Norwegian and Ukrainian municipalities. The decision will be made by KS and AUC in line with the call text, and the decision is final with no possibility of appeal.

“Grant Recipient”: The Norwegian municipality that receives the grant decision and is responsible for the implementation and reporting of the project.

“Project”: The project described in the application and covered by the grant decision.

“Project Period”: The period from project start to project end as specified in the call and the grant decision.

“Project Description”: The description of the project as set out in the application and forming the basis for the grant decision.

“Budget Plan”: The breakdown of anticipated costs forming the basis for the grant decision.

“Results Plan”: The expected results of the project as set out in the application and forming the basis for the grant decision.

2. PROJECT IMPLEMENTATION

2.1 Administration of the project

The grant recipient shall ensure that the project is implemented in accordance with the project description, budget and results plan, and in compliance with applicable laws, regulations, and ethical guidelines.

The project shall be carried out in cooperation with the Ukrainian partner municipality, and an agreement regulating the rights and obligations of both parties shall be established.

The grant recipient shall identify and manage relevant risks, including risks related to corruption, environment and climate, human rights, and gender equality.

The grant recipient must notify KS without undue delay if a violation of these terms is discovered.

2.2 Use of Grant and Accounting

The grant may only be used for necessary and direct costs related to the project, in accordance with the approved budget.

The grant recipient shall maintain a separate project account for the use of grant funds, in accordance with good accounting practices.

Transfer of grant funds to the Ukrainian partner may only occur if necessary for project implementation, and the partner must accept the obligations arising from these terms.

2.3 Reporting and audit

The grant recipient shall submit a final report and financial statement within two months after project completion, or by the deadline specified in the grant decision.

The project's financial statements must be audited according to International Standards of Auditing (ISA) 805.

KS may request additional information if needed.

Costs incurred in Ukraine and invoiced to the Norwegian municipality shall be audited in Norway. Funds transferred to the Ukrainian municipality shall be audited in Ukraine.

2.4 Changes to the Project

Significant changes to the project's content, project manager, or project period must be approved by KS before implementation.

Minor changes to activities or budget allocation may be made without prior approval, provided they do not affect the main objectives of the project.

the grant recipient may be ordered to terminate the project and repay unused grant funds. Before such an order is issued, the grant recipient shall be given the opportunity to state his/her views.

3. DISBURSEMENT AND REPAYMENT

3.1 Payment of grants

The grant will be disbursed according to the grant decision. KS must be notified if the grant recipient receives public funding from other sources for the same project.

3.2 Repayment of grants

KS requires repayment of funds that have been disbursed in error, remain unused at project completion, or have been used in violation of these terms.

4. CONTROL AND FOLLOW-UP

4.1 Project control

KS has the right to audit that the grant is used in accordance with the decision and these terms.

The grant recipient is obliged to provide necessary documentation and access to relevant information upon request.

4.2 Suspension and Repayment

In case of suspected breach of these terms, KS may require the grant recipient to immediately suspend the use of grant funds.

5. OTHER PROVISIONS

5.1 Limitation of liability and indemnification

The grant recipient is responsible for ensuring that the project is implemented in accordance with applicable laws and regulations.

KS's liability is limited to the payment of the awarded grant.

Project results must acknowledge that the project is funded by KS/Norad.

5.2 Force majeure

When fulfillment is practically impossible due to unforeseen and insurmountable obstacles,