

**Contract  
between  
the Norwegian Ministry of Foreign Affairs (MFA)  
and  
Save the Children Norway – Zambia office  
regarding support to  
ZAM-3021 ZAM-07/024 SCN Strategic Partnership Programme in  
Education and Child Rights Advocacy  
2008-2009**

Save the Children Norway – Zambia office, hereafter referred to as SCN, has in letter dated 2<sup>nd</sup> November 2007 requested MFA through the Norwegian Embassy in Lusaka, for financial support to ZAM-07/024 “SCN Strategic Partnership Programme in Education and Child Rights Advocacy 2008-2009”. MFA has decided to comply with the request, and the two parties agree as follows:

**1. Scope and objectives**

1.1 The scope of this contract is twofold. Firstly, to set forth the terms and procedures for MFA’s assistance to the programme as outlined in the Agreed Programme Summary in Annex I (the Programme) and further described in the Programme Document “SCN-Z Basic Education Programme, including Child Rights Advocacy Component for the period 2008-2009”, dated February 2008. Secondly, to set forth the principles of the strategic partnership dimension of the relationship between SCN and the Embassy.

The Norwegian Embassy in Lusaka (the Embassy) is, as a part of MFA, competent to act on behalf of MFA. All communication to MFA in regard to the Contract shall be directed to the Embassy.

1.2 The Goal of the Education and Child Rights Programme is:

**To contribute towards the improvement of children’s lives in Zambia in an environment where their rights are fulfilled.**

Main objectives Basic Education:

- (i) To increase access to Basic Education for children of school going age
- (ii) To improve the quality of teaching and learning in the classroom
- (iii) To improve the capacity of duty bearers in order for them to effectively contribute to the attainment of children’s quality education

Main Objectives Child Rights Advocacy:

- (i) To support the deepening of a child rights culture amongst civil society organisations and government bodies.
- (ii) To bring to the public arena violation of children’s rights in order to create demand from below for action.

1.3 The Goals of the Strategic Partnership Dimension of the Contract:

- (i) To contribute to improving the knowledge base at the Embassy in terms of providing information on experiences at the partner and grass root level. This entails a systematic sharing of information and knowledge between the Embassy and SCN, and will enhance the basis for dialogue with the Government and other partners

- (ii) To ensure more interaction with both relevant authorities and with other NGOs. This aim being to ensure that more information from the *micro level on experiences and lessons learnt* reaches the macro level, and as such informs the decision making and planning processes.

## **2. Contributions of MFA**

2.1 MFA shall, subject to Parliamentary appropriations, make available a financial grant not exceeding NOK 24,000,000 (Norwegian Kroner Twenty four million only) (the Grant) to be used exclusively to finance the Programme during the planned period 2008-2009.

2.2 Upon completion of the Programme, any unutilised funds, including accrued interests, shall be returned to MFA, unless the Parties have agreed in writing upon the utilisation of such funds.

## **3. Obligations of SCN**

SCN shall:

3.1 Implement the Programme on the basis of this Contract, approved budgets and work plans as well as the Programme Document. Any revisions have to be agreed upon in advance in writing,

3.2 effect purchases for the Programme in such a manner as to obtain the most favourable terms with regard to price, quality, delivery date and maintenance facilities, and to keep the same insured,

3.3 meet all additional expenses that may be necessary for the completion of the Programme,

3.4 ensure that Programme funds, which shall include any accrued interests, are properly accounted for,

3.5 keep MFA informed about plans for major organisational changes as well as keep MFA informed as to the name of the auditor of the Programme,

3.6 provide copies to MFA of reports submitted to authorities relevant pertaining to the Programme,

3.7 promptly inform MFA in writing of any condition which interferes or threatens to interfere with the successful implementation of the Programme,

3.8 guarantee that funds made available in accordance with this Contract are not used in violation of relevant UN conventions and resolutions of the UN Security Council,

3.9 ensure that representatives of Norway are permitted to visit any part of the Programme for purposes related to the Contract and examine any relevant records, goods and documents,

#### **4. Disbursements**

4.1 Disbursements from the Grant shall take place upon semi-annual written requests from SCN based on the financial needs of the Programme and, with exception of the first request, on approved workplans and budgets. The first disbursement, amounting to NOK 6,000,000, will be made upon signing of this Contract and approval by MFA of a disbursement request from SCN.

Along with the requests, except the first request, SCN shall state the cash balance of the Programme and submit a statement of bank balances for the Programme from the bank.

4.2 When determining the amount to request, SCN shall take into account unspent disbursed amounts and income from all sources as well as any accrued interests.

4.3 Funds will be transferred upon MFA's approval of the request to a separate, convertible bank account registered with the Ministry of Foreign Affairs for foreign contributions in the name of SCN, and will be available for the Programme immediately. SCN shall *immediately, in writing*, acknowledge receipt of the funds. The date of receipt shall be stated as well as the exchange rate applied.

#### **5. Reporting**

5.1 SCN shall submit the following reports/documentation to MFA:

- a) Annual technical and financial report for 2008 by the end of April 2009,
- b) Audited Accounts for 2008 by the end for April 2009,
- c) Annual budget and work plan for 2009 by the end of October 2008,
- d) Annual technical and financial report for 2009 by the end of April 2010 (serves as the final report)
- e) Audited Accounts for 2009 by the end of April 2010.

5.2 The annual progress report shall include the following information:

- a) A description of actual outputs compared to planned outputs (normally defined in annual work plans)
- b) a brief summary of the use of funds compared to budget
- c) an assessment of the efficiency of the Programme (a measure of how efficiently resources/inputs are converted into outputs)
- d) an explanation of major deviations from the plan
- e) an assessment of problems and risks (internal or external to the Programme) that may affect the success of the Programme
- f) an assessment of the need for adjustments to activity plans and/or inputs and outputs, including actions for risk mitigation.

5.3 The final report shall include the following information:

- a) The topics listed in Clause 5.2 above
- b) an assessment of the effectiveness of the Programme, i.e. the extent to which the purpose has been achieved
- c) an assessment of impact (if possible), i.e. the changes and effects positive or negative, planned and unforeseen of the Programme seen in relation to target groups and others who are affected
- d) an assessment of the sustainability of the Programme, i.e. an assessment of the extent to which the positive effects of the Programme will still continue after the external assistance has been concluded
- e) a summary of main "lessons learned".

5.4 MFA shall respond in writing within 3 weeks after the receipt of the reports and documentation. MFA shall approve the work plans and budgets in writing.

## **6. Audit**

6.1 The annual financial statements of the Programme shall be audited by an independent and recognised professional accountant (auditor) acceptable to MFA. The audit shall at least cover the issues mentioned in the Terms of Reference in Annex II to the Contract. SCN shall submit to MFA the audit report, any management letter and any other report from the auditor significant to the implementation of the Programme within end of April each year. SCN shall comment upon the auditor's findings, and MFA shall respond within 3 weeks upon reception of the report.

6.2 MFA may appoint an independent auditor to undertake audit if deemed necessary. Audits may also be carried out by the Norwegian Auditor General as and when deemed necessary.

## **7. Meetings and reviews**

7.1 Formal Annual meetings to review programme progress shall be held within the 2<sup>nd</sup> quarter each year unless otherwise agreed in writing. The meetings shall be called and chaired by SCN. The purpose of these meetings is to discuss the progress of the Programme, including results and fulfilment of agreed obligations, to discuss and, if feasible, approve documentation submitted according to Article 5, as well as to discuss issues of special concern for the implementation of the Programme, e.g. risk management. Central elements of the discussion and all decisions from the consultations shall be recorded in agreed minutes.

7.2 Strategic Partnership meetings will be held twice a year between SCN and MFA. The meetings shall be called and chaired by SCN. The meetings will be aimed at improving the information base and provide value-added knowledge that will enhance the interaction and dialogue with the authorities. In order to create synergies, these meetings might be held jointly with other relevant partners within the same thematic area. The Strategic Partnership meetings will concentrate on strategic policy issues in the area education and child rights. The agenda will be prepared and agreed by the parties in advance of the meeting.

7.3 A midterm review focusing on progress to date and the effectiveness of the Programme, i.e. the extent to which the Purpose is being/have been achieved, shall be carried out by 2nd quarter 2009. An assessment of the Programme's impact may also be included in the review(s).

In addition the Parties may agree on carrying out an evaluation of the Programme

The cost of the review(s)/evaluation(s) shall be covered by MFA over and above the Grant.

7.4 MFA reserves the right to carry out independent reviews or evaluations of the Programme as and when MFA deems it necessary. The cost for such reviews will be covered by funds over and above the Grant.

## **8. Corruption**

The Parties declare their commitment to counteract corrupt practices in the execution of the Contract. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of the Contract, any kind of offer, gift, payments or benefits, which would or could be construed as illegal or corrupt practice. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to the Programme, and undertake to take rapid legal action to initiate investigations of and prosecution against, in accordance with applicable law, any person suspected of corruption or misuse of resources related to the Programme.

**9. Breach of contract**

9.1 If SCN fails to fulfil its obligations under this Contract, or if any major organisational changes are found to be contradictory to the objectives of the Programme, MFA may, upon consultations with SCN cancel this Contract and claim repayment or withdraw the total or a portion of the funds provided to the Programme.

9.2 MFA may cancel this Contract or portion of this Contract with immediate effect if it determines that corrupt or fraudulent practices were engaged in by representatives of SCN or of a beneficiary of the aid funds without SCN having taken timely and appropriate action satisfactory to MFA to remedy the situation.

**10. Entry into force – Termination - Disputes**

10.1 This Contract shall enter into force on the date of its signature, and shall remain in force until both Parties have fulfilled all obligations arising from it. Whether these obligations shall be regarded as fulfilled, shall be determined in consultation by the Parties.

10.2 Notwithstanding the previous clause, each Party may terminate the Contract upon three months' written notice.

10.3 In case of termination of the Contract SCN shall exert its best efforts to bring the Programme to an end in a rapid, orderly and economical manner as to the use of the funds from MFA. SCN shall not commit the Programme economically from the date of the receipt of the notice of termination. Any unspent funds not committed by the date of the receipt of the notice of termination, shall be returned to MFA without delay.

10.4 If any dispute arises relating to the implementation or interpretation of this Contract, the Parties shall consult with a view to reaching a solution. Any disputes that cannot be solved amicably shall be referred to the competent Norwegian court and settled in accordance with Norwegian law.

This Contract is drawn in duplicate with one copy for SCN and one for MFA.

Place: Lusaka

Date: 2/4/08

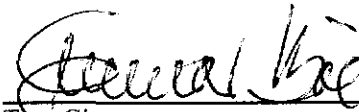
Place: Lusaka


02/04/08

Date

For the Norwegian Ministry of  
Foreign Affairs:

For Save the Children Norway – Zambia  
Office:

*for*   
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Tore Gjøs  
Ambassador

  
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Lars Andersson  
Country Representative

Annex I: Agreed Programme Summary  
Annex II: Terms of reference for audit

**ANNEX I  
AGREED PROGRAMME SUMMARY**

**1. Identification of the Programme**

Programme Title/Name: ZAM-3021 ZAM-07/ SCN Strategic Partnership in Education and Child Rights Advocacy 2008-2009

Implementing institution: Save the Children Norway – Zambia office (SCN)

**2. Description of the Programme:**

**The goal: To contribute towards the improvement of children’s lives in Zambia in an environment where their rights are fulfilled.**

**Main objectives Basic Education:**

- (i) To increase access to Basic Education for children of school going age
- (ii) To improve the quality of teaching and learning in the classroom
- (iii) To improve the capacity of duty bearers in order for them to effectively contribute to the attainment of children’s quality education

**Main Objectives Child Rights Advocacy:**

- (i) To support the deepening of a child rights culture amongst civil society organisations and government bodies.
- (ii) To bring to the public arena violation of children’s rights in order to create demand from below for action.

<b>Strategic objective</b>	<b>Expected results for total strategy period 2006-2009</b>	<b>Targets for indicators for 2009</b>	<b>Targets for indicators to be achieved in 2008 – cumulative</b>	<b>Expected results for 2008 only</b>
<b>Fulfil children’s right to Education.</b>				
<b><i>Specific objective 1</i></b>				
<i>To increase access to Basic Education for children of school going age</i>	<b>Results 1.1</b> Access to education for more out-of-school children (20,565), especially girls, orphans and children with special education needs who are difficult to reach due to poverty.	More girls (9795), 9780 boys, 660 orphan boys, 330 orphan girls and 270 CSEN boys and 260 girls enrolled and have 10% more children retained in school	More girls (7840) and 7820 boys, 530 orphan boys, 260 orphan girls and 216 CSEN boys and 208 girls enrolled and have 6% more children retained in school	Access to education for more out-of-school children (8060), especially girls, orphans and children with special education needs who are difficult to reach due to poverty.
	<b>Result 1.2.</b> 10000 children between 2 and 6 years in SCN supported	10000 children benefit from the Early Childhood Care and Development	1400 children benefit from ECCDE established centres	1400 children between 2 and 6 years in SCN supported communities

	communities benefit from Early Childhood Care and Development activities.	activities.		benefit from Early Childhood Care and Development activities
<b>Specific Objective 2</b>				
<i>To improve the quality of teaching and learning in the classroom</i>	<b>Result 2.1</b> Improve the quality of education to benefit 16,320 children through capacity building of teachers and other education personnel, support to curriculum and textbook development and improvement of school infrastructure.	408 teachers demonstrate reflective teaching and learning process	246 teachers demonstrate reflective teaching and learning process	Improve the quality of education to benefit 10640 children through capacity building of teachers and other education personnel, support to curriculum and textbook development and improvement of school infrastructure.
		16,320 pupils demonstrate improved skills in reading and writing.	10640 pupils demonstrate improved skills in reading and writing	
<b>Specific Objective 3</b>				
<i>To improve the capacity of duty bearers in order for them to effectively contribute to the attainment of children's quality education</i>	<b>Result 3.1.</b> 65,246 children know how to protect and support themselves and act as agents of change within their communities	500 children will be trained as Peer Educators	300 children will be trained as Peer Educators	60,000 children know how to protect and support themselves and act as agents of change within their communities.
		103 schools have functional HIV/AIDS/child Abuse clubs.	60 schools have functional HIV/AIDS/child Abuse clubs	
	32650 boys and 32596 girls and 280000 community members have their knowledge on HIV/AIDS and Child rights violation increased and attitude changed	277428 boys and 27801 girls and 165000 community members have their knowledge on HIV/AIDS and Child rights violation increased and attitude changed		
	<b>Result 3.2.</b> 20566 children participate in	20566 children participate in matters that	20000 children participate in matters that	20000 children participate in matters that

	matters that affect their development.	affect their development.	affect their development.	affect their development.
		103 SCN supported schools have functional children's councils	100 SCN supported school have functional children's councils	
		Community members support child participation activities at both school and community levels.	Community members support child participation activities at both school and community levels.	

Strategic objective	Expected results for total strategy period 2006-2009	Targets for indicators for 2009	Targets for indicators to be achieved in 2008 – cumulative	Expected results for 2008 only
<b>Strengthening implementation and monitoring of Children's Rights</b>				

**Child Rights Advocacy**

***Specific Objective 1***

<i>To support the deepening of child rights culture among civil society organizations and communities.</i>	<b>Result 1.1</b> 116 civil society/partner organizations and communities have a better understanding of the child rights approach to programming.	13 partners applying child rights programming techniques.	13 partners applying child rights programming techniques.	50 civil society/partner organizations and communities have a better understanding of the child rights approach to programming.
		103 community based child rights mechanisms/committees established and supported	50 community based child rights mechanisms/committees established and supported	

***Specific Objective 2***

<i>To bring to the public arena violation of</i>	<i>To be developed further with the development of a Child Rights Advocacy strategy.</i>
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<i>children's rights in order to create demand from below for action.</i>	
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3. The Goals of the Strategic Partnership Dimension of the Contract:

- (i) To contribute to improving the knowledge base at the Embassy in terms of providing information on experiences at the partner and grass root level. This entails a systematic sharing of information and knowledge between the Embassy and SCN, and will enhance the basis for dialogue with the Government and other partners
- (ii) To ensure more interaction with both relevant authorities and with other NGOs. This aim being to ensure that more information from the micro level on experiences and lessons learnt reaches the macro level, and as such informs the decision making and planning processes.

4. Risks:

- Reduction of funding
- Lack of or inadequate cooperation from partners due to work overload
- Lack of transparency and accountability
- Unpredictable rainfall patterns/lack of food security
- Impact of HIV/AIDS on pupils and teachers
- Advocacy topics could be sensitive with the government

5. Tentative Budget

**Total Budget Per Year And For The 2 yr Period**

	2008	2009	Total
(NOK)	12,000,000	12,000,000	24,000,000

**Allocation per programme Area (NOK)**

	2008 (NOK)	2009 (NOK)	2008-2009 (NOK)	Remarks
Programme Support (admin)	959,999			Includes Lusaka and contribution to Oslo
Basic Education	10,868,236			
Child Rights Advocacy	1,131,764			
<b>Total</b>	12,000,000	12,000,000	24,000,000	

**Note: Details for each project for 2009 shall be worked out during the planning period in 2008.**

	Amount (NOK)	Amount (USD)	Amount (ZMK)	% of Total Budget
<b>Project Name</b>				
Programme support services	959,999	160,000	685,711,356	8.0

<b>Sub total</b>	<b>959,999</b>	<b>160,000</b>	<b>685,711,356</b>	<b>8.0</b>
Documentation	193,234	32,206	138,024,000	1.6
Quality Education Project	1,917,876	319,646	1,369,906,963	16.0
Partner support and Development	802,343	133,724	573,100,130	6.7
Kazungula District Education Board	889,475	148,246	635,337,248	7.4
Livingstone District Education Board	605,085	100,848	432,202,209	5.0
Provincial Education Office	181,526	30,254	129,660,663	1.5
Gwembe District Education Board	889,475	148,246	635,337,248	7.4
Siavonga District Education Board	889,475	148,246	635,337,248	7.4
Sinazongwe District Education Board	1,010,492	168,415	721,777,690	8.4
David Livingstone College of Education	629,289	104,881	449,490,298	5.2
Zambia Civic Education Association	968,136	161,356	691,523,535	8.1
Girl Guides Association of Zambia	181,526	30,254	129,660,663	1.5
Children with Special Education Needs	447,763	74,627	319,829,635	3.7
New project to replace/continue GGAZ	302,543	50,424	216,101,105	2.5
<b>Sub total</b>	<b>9,908,237</b>	<b>1,651,373</b>	<b>7,077,288,635</b>	<b>90.6</b>
Childs Rights Advocacy Project	1,131,764	188,627	808,399,903	9.4
<b>GRAND TOTAL</b>	<b>12,000,000</b>	<b>2,000,000</b>	<b>8,571,399,894</b>	<b>100.0</b>

## **Annex II Terms of Reference for audit**

The auditor shall carry out the audit in accordance with any national legislation for NGOs as well as with international standards on auditing.

The objective of the audit is to audit 1) the annual financial statements of the Programme as defined in Annex I to this Contract as well as 2) compliance with certain contractual obligations. The auditor shall be given a copy of the present Contract, and decides himself whether to submit one or two reports. The audit report(s) shall state the auditor's opinion/findings as to:

- f) Whether the financial statements and the cash/bank/financial position present fairly, in all material respects, the income and expenditures of the Programme in accordance with an acceptable financial reporting framework
- g) whether the audit has uncovered any material weaknesses in relevant internal control(s)
- h) whether the funds have been deposited in a separate bank account in the name of the organisation and that accrued interest are reflected in the statement from the bank
- i) whether the audit has uncovered any illegal or corrupt practices
- j) whether funds have been used exclusively to cover Programme expenditures
- k) whether receipts/income and expenditures are properly accounted for.

The above list does not preclude the organisation or the auditor from addressing further issues.

The auditor shall also, if the auditor deems it warranted based on findings during the audit, submit a management letter to the organisation upon completion of the audit. *The letter should address deficiencies noted in the system of internal control.*