Agreement Template:	Non-Governmental Organisations	Revision no:.	4
Specific Conditions (part I)	Grant Management Regime I	Date of revision:	April 2022

GRANT AGREEMENT

BETWEEN

THE NORWEGIAN AGENCY FOR DEVELOPMENT COOPERATION

AND

LARIVE INTERNATIONAL

REGARDING

RAF-3088 KEN-21/0002

PART I: SPECIFIC CONDITIONS

PART II: GENERAL CONDITIONS

PART III: PROCUREMENT PROVISIONS

ANNEX A: BUDGET

ANNEX B: RESULTS FRAMEWORK

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PART I: SPECIFIC CONDITIONS

This grant agreement (the Agreement) has been entered into between:

- (1) The Norwegian Agency for Development Cooperation (Norad), Section for Oceans, and
- (2) Larive International B.V., a limited liability company duly established in the Netherlands under registration number 30157019 (the Grant Recipient),

jointly referred to as the Parties.

1 SCOPE AND BACKGROUND

- 1.1 The Grant Recipient has submitted an application to Norad dated 27/05/2022 (the Application) regarding financial support to the project titled Samaki Poa: African fish farmers go digital, KEN-21/0002 (the Project). The estimated costs of the Project are indicated in the budget attached as Annex A to this Agreement.
- 1.2 Norad has decided to award a grant to be used exclusively for the implementation of the Project (the Grant). The Parties expect the Project to be implemented during the period from 01/07/2022 to 30/06/2026 (the Support Period).
- 1.3 The Parties have agreed to enter into an Agreement, consisting of this part I; Specific Conditions, part II; General Conditions, and part III; Procurement Provisions, all of which form an integral part of this Agreement. In the event of discrepancies between the Specific Conditions and the General Conditions or Procurement Provisions, the Specific Conditions shall prevail.

2 OBJECTIVES OF THE PROJECT

2.1 The expected results of the Project are as follows:

The Project's expected effect(s) on society is sustainable private sector development of the aquaculture sector in East Africa through digital and vocational training and critical embedment of training, leading to job creation, improved food security and increased food security (Impact).

The expected effects for the target group of the Project are (Outcome):

- a) Improved access to knowledge. Digital curriculum for aquaculture in East Africa developed and available online and offline.
- b) Improved access to jobs and income-generating activities. Fish farmers, traders and processors can build a sustainable and profitable business.
- c) Increased production and regional export of aquaculture goods and services. Through training and access to quality inputs, the production of aquaculture in the East African region can increase.
- d) Improved labour market and sector organization.
- e) Enhanced visibility for opportunities in aquaculture in East Africa.

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The intended target group is fish farmers who already operate an aquaculture farm and local entrepreneurs interested in fish farming in Kenya, Rwanda, Tanzania or Uganda as well as local public sector stakeholders such as government officials, teachers and researchers

The full results framework is included as Annex B to this Agreement.

3 IMPLEMENTATION OF THE PROJECT

- 3.1 The Project shall be implemented in accordance with the Agreement, including all annexes, and the latest approved Application, including work plan and budget.
- 3.2 During the implementation of the Project, the Grant Recipient shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practise principles.
- 3.3 The Grant Recipient 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:
 - a) anti-corruption;
 - b) climate and environment;
 - c) women's rights and gender equality, and
 - d) human rights (with a particular focus on participation, accountability and non-discrimination)
- 3.4 Any significant deviations or changes from the Application, budgets and approved work plans are subject to Norad's prior, written approval. The following deviations/changes shall always be subject to Norad's prior written approval:
 - a) changes to the Project's sources of income,
 - changes to the result framework or scope of the Project, except minor adjustments at the
 output level which are necessary to achieve agreed outcomes. Future reports must clearly
 reflect, explain, and justify all changes made,
 - c) any changes to the Project's annual budget that imply reallocation of more than 10% of a budget line and exceeds NOK 15 000 (fifteen thousand),

Norad may suspend disbursements of the Grant until requested changes have been approved.

4 THE GRANT

- 4.1 The Grant shall amount to maximum NOK 20 000 (Norwegian Kroner twenty million).
- 4.2 Disbursement after the current calendar year is subject to Norwegian Parliamentary appropriations. Significant reductions in the Parliament's annual appropriations may lead to a reduction of the Grant for the relevant budget year and/or of the total Grant amount. If the Grant amount is reduced the Parties shall revise the work plan, budget and results framework correspondingly, unless the Grant Recipient secures additional funding from other sources.
- 4.3 The Grant, including accrued interest, shall be used exclusively to finance the actual costs of the implementation of the Project during the Support Period.

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The Grant may be used to cover overheads/indirect costs up to a maximum of 5% of Norad's prorata share of the incurred direct costs of the Project.

4.4 The Grant Recipient is responsible for obtaining any additional resources which may be required to duly implement the Project.

5 DISBURSEMENT

- 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 first disbursement may be made upon signature of the agreement based on the approved Application. The subsequent disbursements shall be made upon Norad's receipt of written disbursement requests from the Grant Recipient, describing the financial need for the period in question. The first disbursement may include approved Project expenses incurred from the start of the Support Period.
- 5.2 Financial need refers to the budgeted expenditure 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 report for the Project and a reference to the latest approved work plan and budget.
- 5.4 The disbursement requests shall be signed by an authorised representative of the Grant Recipient. A confirmation that the Project is being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.5 All disbursements are conditional upon the Grant Recipient's continued compliance with the requirements of the Agreement, including the timely fulfilment of reporting obligations. Norad may withhold disbursements in accordance with article 18 of the General Conditions if it finds that the requirements of the Agreement have not been met. Except for the Project's first year, the last disbursement each year is subject to Norad's approval of the progress report and financial report.
- 5.6 The Grant Recipient shall have a separate bank account exclusively for grants from Norad. All disbursements will be made to the following bank account:

Name of the account: Larive International B.V.

Account no.: 0641 9268 55

IBAN no.: NL87 ANBA 0641 9268 55

Name and address of the bank: ABN AMRO BANK, Gustav Mahlerlaan 10,

1082 PP Amsterdam

Swift/BIC code: ABNANL2A

Currency of the account: EURO (€)

5.7 The Grant Recipient 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.

6 REPORTING AND OTHER DOCUMENTATION

6.1 The following shall be submitted by the Grant Recipient to Norad:

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- a) A progress report covering the period from January to December shall be submitted to Norad by March 31 each year. The progress report shall include the content specified in article 2 of the General Conditions. Norad's standard reporting format shall be used.
- b) A financial report covering the period from January to December shall be submitted to Norad by March 31 each year. The financial report shall include the content specified in article 3 of the General Conditions.
- c) An audit report covering the annual financial statements of the Project shall be submitted to Norad by March 31 each year. The audit report shall comply with the requirements set out in article 7 of the Specific Conditions and article 5 of the General Conditions. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report. The management letter shall list any measures that have been taken as a result of previous Project audits and state whether such results have been adequate to deal with reported shortcomings.
- d) An updated work plan and budget covering the period from January to December shall be submitted to Norad by November 15 each year. The work plan and budget shall include the content listed in article 1 of the General Conditions.
- e) The **annual report and auditors statement** of the Grant Recipient's entire organisation shall be submitted to Norad for information by July 30 each year. If the auditor submits a management letter (matters for governance attention) this shall be attached to the audit report.
- f) A final report for the Support Period shall be submitted to Norad no later than 3 months after the end of the Support Period. The final report shall include the content listed in article 4 of the General Conditions. Norad's standard reporting format shall be used.
- 6.2 If the Grant Recipient is unable to meet the deadlines set out above, Norad shall be informed immediately.
- 6.3 All work plans, budgets and reports shall be approved in writing by Norad unless otherwise agreed by the Parties.

7 AUDIT

7.1 The annual financial statements of the Project shall be audited in accordance with International Standards of Auditing (ISA). The Auditor shall comply with ISA 800 (Special Considerations - Audits of Financial Statements Prepared in Accordance with Special Purpose Frameworks) / ISA 805 (Special Considerations audits of single financial statements and specific elements, accounts or items of a financial statement) and all ISAs relevant to the Project audit. Additional requirements applicable to the auditor and the audit report are included in article 5 of the General Conditions.

8 FORMAL MEETINGS

8.1 The Parties shall hold formal meetings once per year, tentatively in April 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 Grant Recipient.

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- 8.2 The Grant recipient shall submit a draft agenda to Norad no later than two weeks before the meeting. Unless otherwise agreed, the Parties shall discuss, such as but not limited to, the latest progress report and financial report, and/or the work plan and budget for the upcoming period.
- 8.3 The Grant Recipient shall record main issues discussed, points of view expressed, and decisions made, in minutes from the meeting. The Grant Recipient shall submit the minutes to Norad no later than two weeks after the meeting for comments. The agreed minutes shall be endorsed by both Parties.

9 REVIEWS AND OTHER FOLLOW-UP MEASURES

- 9.1 An external review focusing on results achieved by the Project shall be carried out by December 2026. The Grant Recipient shall draft the terms of reference for the review and submit them to Norad for comments and approval. The costs of the review shall be included in the Project budget.
- 9.2 If the Grant Recipient or another interested party initiates a review or evaluation of activities wholly or partly funded by the Grant, Norad shall be informed. The Grant Recipient shall forward a copy of the report of any such review or evaluation to Norad without undue delay.

10 PROCUREMENT

10.1 All procurement under the Project shall be completed in accordance with the Procurement Provisions in Part III of this Agreement.

11 REPAYMENT OF INTEREST AND UNUSED FUNDS

- 11.1 Upon the end 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 Norad as soon as possible and at the latest within 6 months. The repayment shall include any interest which has not been used for Project purposes, and other financial gain accrued on the Grant.
- 11.2 Repayments shall be made to the following bank account:

Name of the account: Norad (organisation number 971277882)

Account no.: 7694 05 14815 IBAN no.: NO31 7694 0514 815

Name and address of the bank: DnB Bank ASA, Pb 1600, Sentrum, bygg M-16N, N-0021 Oslo

Swift/BIC code: DNBANOKKXXX of the bank:

Swift/BIC code:

11.3 The transaction shall be clearly marked: "Unused funds". The name of the Grant Recipient shall be stated, along with Norad's agreement number(s) and agreement title(s).

12 SPECIAL PROVISIONS

The following additional terms and conditions shall apply for this Project/Programme:

a) The Samaki Poa project will finance (a) a new fingerlings hatchery at the Lake Harvest fish farm (SON), Uganda, included in the project budget for NOK 994K, (b) an

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- aquaculture field center, included in the project budget for NOK 794K and (c) regional training hubs, included in the budget for NOK 1,288K.
- b) Up to the completion of the Project Samaki Poa, the Grant Recipient will retain the legal ownership of all assets and property co-financed by Norad, being the hardware to be installed at SON in Jinja, the aquaculture field center and regional training hubs. The Grant Recipient may not sell or otherwise transfer the assets and property co-financed by Norad without Norad's approval during the Support Period.
- c) Upon completion of the Project activities, the ownership of the assets will be transferred to (a) Lake Harvest (SON), (b) Lattice Aquaculture and (c) Skretting at no cost, by the formal end-date of the Project.
- d) SON will make available all necessary operational staff, land, water and input to effectively operate the fingerling hatchery beyond the project time frame.
- e) The hatchery will produce the volumes of quality fingerlings as outlined in the ToC, of which at least 50% will be made available to Ugandan fish farmers at a cost-price plus model, at least 3 years beyond the Support Period.
- f) During the Project term, SON will bear all operational costs of the hatchery and is entitled to all revenues generated by fingerling sales.

13 NOTICES

- 13.1 All communication to Norad concerning the Agreement shall be directed to the Section for Oceans at the following address/e-mail address: oceans@norad.no with a copy to astrid.lervag@norad.no
- 13.2 All communication to the Grant Recipient concerning the Agreement shall be directed to Mr. Wouter van Vliet and Ms. Francisca Olde at the following address/e-mail addresses: wouter.van.vliet@larive.com and francisca.olde@larive.com.
- 13.3 Norad's agreement number and agreement title shall be stated in all correspondence regarding this Agreement, including disbursement requests and repayment of unused funds.

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14 SIGNATURES

14.1 By signing part I of the Agreement, the Parties also confirm receipt and approval of part II; General Conditions, and part III; Procurement Provisions, which all form an integral part of the Agreement.

14.2 This Agreement in the English language has been signed by both Parties. In the event of any discrepancies between this English language version and any later translations, the English language version shall prevail.

Place: 0510

Place: Zeist, the Netherlands

Date: 6/7-22

Date:

6/7/22

for the Norwegian Agency for Development Cooperation,

For Larive International B.V.,

Jorun Nossum

Wouter van Vliet

Assistant Director

Managing Director

Section for Oceans

Attachments:

Annex A: Approved budget for the Project

Annex B: Results framework



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Name of the project: 'Samaki Poa: African fich farmers on diateal'					
Project period: 07/2022 - 07/2026 (4 years)					
Category					NOK
	Cost	Cost	Cost	Cost	Grand total
Component 1. Developing and implementing digital fish farming e-learning curriculum.	STATISTICS INC.	S. S	STITUTE SECOND STREET		0.900 0.900
1.1 Development training modules (topic selection, script writing, review & testing)	7.537.636	000 000	200 000	200,000	2 137 636
1.2 Video material shooting	53 900	200	700.000	200.002	050.751.6
1.3 Onboarding of users & user support	54 000	54 000	24 000	24 000	33.300
1.4 Dynamic platform updates throughout project timeframe	ě	120.000	120,000	120.000	360.000
Component 2. Improving practical vocational training in East-Africa.	一方の一方の一方の一方の一方の一方の一方の一方の一方の一方の一方の一方の一方の一		THE PROPERTY OF	September 1	Water of the second
2.1 Training program organization	296.000	296.000	296,000	296,000	1 184 000
2.2 Training program development	364.000	,	1	,	354 000
2.3 Training execution		01	l.	Œ	000:100
2.4 Aquaculture field center uganda	793 900	,(#	•	•	793 900
Component 3. Embedding practical and digital training through private sector linkages with industry organisations.		TOTAL PARTY SELLE	HOW THE REAL PROPERTY.		MONEY OF SOME
1	210.000	210.000	210 000	210.000	840.000
3.2 Share project best-practices with aquaculture stakeholders	457 000	147 000	147 000	677 000	1 428 000
3.3 Hatchery Uganda	994 056			9	994 056
3.4 Regional farm supply hubs/training hubs (kenya, uganda, rwanda)	515.024	777 536	()	. 19	1 287 560
Component 4. Project adminstration, menagement and M&E.	CONTRACTOR DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NAMED IN COLUMN TRANSPORT NAMED	Section 1997	2000	Section of the Section of	200:103:17
4.1 Coordination & administration	634,000	634,000	634,000	634 000	2.536.000
4.2 Travel costs	99.500	95,300	95.300	95.300	385.400
5 External consultants.	S SECULIARISM S		TOTAL STREET		THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.
5.1 Project audit	120.000	120.000	120.000	120.000	480.000
5.2 National consultants for review	80.000	120.000		120.000	320,000
5.3 Bank Costs	14.000	14.000	14.000	14.000	26.000
TOTAL DIRECT COSTS	8.078.816	4.478.836	3.586.300	4.236.300	20.380.252
ndirect costs (5% of total direct costs)	403.941	223.942	179.315	211.815	1.019.013
TOTAL COSTS	8.482.757	4.702.778	3.765.615	4.448.115	21.399.265
Co-funding from project partners	200.000	400.000	400.000	400.000	1.400.000
TOTAL BUDGET FROM NORAD	8 282 757	877 COF B	2 365 615	A 048 115	19 999 255



OUTCOME 3 Increased product OUTPUT 3.1 Increased access to aquaculture feeds in East Africa: OUTPUT 3.2 Increased fingerlings in East Africa: OUTPUT 3.3 Increased production of fingerlings in East Africa: OUTPUT 3.3 Increased production and sale of fish: OUTCOME 4 Improved labour 7 OUTPUT 4.1 Improved capacity of sector organisations	Increased production and regional export of aquaculture goods and increased arress # tone of food sold 0	aquaculture goods and service:					
	H		 Through training and access t 	to quality inputs, the productic	services. Through training and access to quality inputs, the production of aquaculture in the East African region can increase	ican region can increase.	
		0	2,000 tons of feed sold annually.	4,000 tons of feed sold annually.	6,000 tons of feed sold annually.	8,000 tons of feed sold annually. 4	Skretting and annual project progress reports.
	# of fingerlings sold annually.	0	200,000 fingerlings sold annually.	400,000 fingerlings sold annually.	600,000 fingerlings sold annually.	1,000,000 fingerlings sold annually.	Annual project progress reports and Lake Harvest reports.
-	Increased # tons of fish sold 0 production and annually. sale of fish:	0	1,000 tons of fish sold annually.	2,000 tons of fish sold annually.	3,000 tons of fish sold annually.	4,000 tons of fish sold annually.	Annual project progress reports.
	# of sector or organizations integrated training materials in their farmer support	0	0	22	Ĩĥ.	£	Skretting and annual project progress reports.
OUTPUT 4.2 Internship program established	# interns provided with internship	0	10²	20²	302	405	Annual project progress reports.
OUTPUT 4.2 Improved aquaculture education in TVETs in EAC region.	# of TVETs adopted digital curriculum as part of their education tools	0	05	1,	22	2 E	Annual project progress reports.
OUTCOME 5 Enhanced visib OUTPUT 5.1 Organise aquaculture event	Enhanced visibility for opportunities in aquaculture in East Africa Organise • # events organized. • 0 aquaculture • # of attendees • 0	culture in East Africa 0 0 0 0	• 1 ²	• 1² • 75²	• 1 ² • 75 ²	• 2 ²	Annual project progress reports. Attendees list.
OUTPUT 5.2 (Digital) media publications 1 Kenyan figure overreported d	# of people reached s based FAO/FAOSTAT (latest ue to political drivers. ² Cumula	(Digital) media # of people reached 0 100,000² 200,000° 300,000° and blications which formers and the Ugandan figures form the Uganda Commercial Fish Farmers Association. FA overreported due to political drivers. ² Cumulative numbers ³ With the downscaling of the number of physical locations at which farmers can access the digital currie	100,000² ures (2020) based on figures fro scaling of the number of physic	200,000² om the Uganda Commercial Fis cal locations at which farmers c	(Digital) media # of people reached 0 100,000² 100,000² 300,000² 300,000² 500,000° Annual project problections bublications 4 of people reached 6 100,000² 100,000² 100,000² 100,000² 100,000° 1	500,000² ures for Uganda are considered os well os in terms of budget a	Annual project progress reports Media reports to be natourisly vailable for

RESULTS FRAMEWORK:

		With the second second	THE PARTY OF THE P		Indicator data			
LEVEL	EXPECTED	INDICATORS	BASELINE YO	TARGET Y1	TARGET Y22	TARGET Y32	FINAL TARGET YA2	Data cource
	RESULT							verification
IMPACT OUTCOME 1	Sustainable private sector development of the aquaculture sector in East Africa through digital and vocational training and critical embedment of training, leading to job creation, improved food security and increased food security.	# people trained through howtodoaquacultu re.com. # people trained on-site in East Africa. * Volume (MT) of fish produced per year through aquaculture.	Baseline study executed M&E plan developed. 12,000 MT of fish produced per year through aquaculture in Kenya. 35,000 MT of fish produced per year through aquaculture in Uganda.	Sustainable through executed through executed development of through acustum. Through executed through execution in through execution. Through execution is through executed through execution in through execution. Through execution is through execution in through execution. Through execution is through execution. Through execution in through execution. Through execution is through execution. Through execution in through execution. Through execution is through execution. Through execution is through execution. Through execution. Through execution is through execution. Through execution. Through execution is through execution. Through execut	3,000 users on howtodoaquaculture.co m 600 people trained onsite in East Africa. 17,000 MT of fish produced per year through aquaculture in Kenya. 45,000 MT of fish produced per year through aquaculture in Uganda.	7,000 users on howtodoaquaculture.co m 900 people trained onsite in East Africa. 20,000 MT of fish produced per year through aquaculture in Kenya. 52,000 MT of fish produced per year through aquaculture in Uganda.	10,000 users on howtodoaquacufture.co m m 1,200 people trained onsite in East Africa. 24,000 MT of fish produced per year through aquacufture in Kenya. 60,000 MT of fish produced per year through aquacufture in Uganda.	Baseline and impact study.
UNICUME 1	Improved access to	knowledge, Digital curricu	Hum for aquaculture in East Af	rica developed and available or	nine and offline.			
OUTPUT 1.1	Practical digital learning program for fish farmers in East-Africa	 # of platform users. # of views of training videos. 	No digital platform available.	• 1,500 users on howtodoaquaculture.co m² m² • 150 trainees who	• 3,000 users on howtodoaquaculture.co m² • 300 trainees who	• 6,500 of users on howtodoaquaculture.co m² • 650 people who	 10,000 of users on howtodoaquaculture, co m² 1,000 people who 	Annual project progress reports, training logs, M&E
		 # trainees who completed the course program. 		completed the online course program, ^{2,3}	completed the online course program. 2,3	completed the online course program. ^{2,3}	completed the online course program, 2,3	report.
OUTCOME 2	Improved access to	Jobs and income-generativ	ng activities. Fish farmers, trad	Improved access to Jobs and income-generating activities. Fish farmers, traders and processors can build a sustainable and profitable business.	sustainable and profitable busi	iness.		
OUTPUT 2,1	Development and implementation of vocational aquaculture training program	 # days of practical training. # people vocationally trained. 	No vocational training activities.	S0 days of practical training. 300 people vocationally trained.	 100 days of practical training.² 600 people vocationally trained.² 	200 days of practical training, ² 900 people trained on- site in East Africa, ²	 300 days of practical training.² 1,200 people trained on-site in East Africa.² 	Annual project progress reports, training logs
OUTPUT 2.2	Job creation and outreach:	 # jobs created. # of households (HH) impacted by program. 	0	 250 jobs created. 1,500 of HH impacted by program, 	 500 jobs created.² 3,000 of HH impacted by program.² 	800 jobs created, ² 4,800 of HH impacted by program, ²	 1,250 jobs created,² 7,500 of HH impacted by program.² 	M&E report,
OUTPUT 2.3	Increased participation of women in the aquaculture sector:	% of female participants online training. % of female participants on-site training. * of jobs created for women	0	30% of female participants online training. 20% of female participants on-site training. 25% of jobs to women.	40% of female participants online training. 30% of female participants on-site training. 25% of jobs to women.	45% of female participants online training. 35% of female participants on-site training. 25% of jobs to women.	50% of female participants online training. 40% of female participants on-site training. 25% of jobs to women.	Platform user survey. Training logs.
OUTPUT 2.4	Increased participation of youth in the	 % of participants below the age of 25. 	0	 30% of participants below the age of 25. 	• 30% of participants below the age of 25.	 30% of participants below the age of 25. 	• 30% of participants below the age of 25.	Annual project progress reports,