# COOPERATION AGREEMENT for YearS

#### Project number

## PARTIES

* 1. *Name of Swedish organization*, a legal entity pursuant to Swedish law, constituting a non-profit association with registration number *Registration number* and having its office at *Address of Swedish organization*, *Telephone number* (the “Swedish project organization”). Authorized to sign for the organization according to documents (statutes, meeting minutes, etc.) is *Name and position of person authorized to sign*.
	2. *Name of Cooperation organization*, a legal entity pursuant to *Country* law with registration number *Registration number* and having its office at *Address*, telephone *Telephone number* (the “Cooperation organization”). Authorized to sign for the organization, two jointly, according to documents (statutes, meeting minutes, etc.) are *Name and position of person authorized to sign* and *Name and position of person authorized to sign*.

## PURPOSE OF THE AGREEMENT

* 1. The purpose of this agreement is to regularize the relations between the parties to the agreement with regard to the realization of the cooperation project *Name of the project* with project number *Project number* (the “Project”).

## AGREEMENT DOCUMENTS

* 1. In addition to what is stated in this Agreement the Project shall be governed by the documents below:
1. The project budget (updated yearly) (appendix 1).
2. The guidelines in “Code of conduct for consultants and representatives of the Olof Palme International Center” (appendix 2).
3. “[Procurement Guidelines for the Olof Palme International Center and funds distributed by the Center](http://www.palmecenter.se/Documents/f%C3%B6r%20projektaktiva/PAO_Avtal/OPC_Procurement_Guidelines_2014.pdf)” (appendix 3)
4. The Olof Palme International Center’s Audit Instructions (appendix 4).
5. *Insert additional agreement document, if needed. Otherwise leave blank.*

## THE PROJECT

* 1. The project objective is: *Project objective*
	2. Responsible for the realization of the project in the Swedish project organization are:
* Project manager (Person responsible for project implementation):

*Name*

* Project assistant (Person assisting in project implementation):

*Name*

* Project finance officer (Person responsible for project finances):

*Name*

* 1. Responsible for the realization of the project in the Cooperation organization are:
* Executive director (Person responsible for management of the organization):

*Name*

* Project manager (Person responsible for project implementation):

*Name*

* Project finance officer (Person responsible for project finances):

*Name*

## COMMITMENTS OF PARTIES AND REALIZATION OF THE PROJECT

* 1. The Swedish project organization shall, in accordance with the terms and conditions of this agreement, put **SEK** ***Total amount to be transferred to the Cooperation organization***  at the Cooperation organization’s disposal. Funds will be available for disbursement according to the following time schedule:
	+ *Year: Total amount to be transferred*
	+ *Year: Total amount to be transferred*
	+ *Year: Total amount to be transferred*
	+ *Year: Total amount to be transferred*

The project shall be carried out in line with the detailed budget provided yearly no later than *day and month* to the Swedish project organization.

* 1. The Cooperation organization is undertakes:
* Responsibility for the realization of the project in accordance with the adopted project plan.
* Use of the allocated financial resources in accordance with the budget in Appendix 1.
* To account for and report in accordance with the instructions of Clause 9 and Clause 10.
	1. All amendments or deviations from adopted project plans and budgets shall be reported to and approved by the Swedish project organization.
	2. The Cooperation organization undertakes to see to that the project is carried out with staff that undertakes to comply with the guidelines in “Code of conduct for consultants and representatives of the Palme Center”.
	3. The Cooperation organization undertakes to see to that the project will be carried out in accordance with the Palme Center policies concerning Non-discrimination, Anti-corruption, Environment and HIV and aids (available on <http://www.palmecenter.se/en/>).

## PAYMENTS

* 1. Disbursement of funds is conditional upon filled out **Request for Funds** is handed over to the Swedish project organization. Disbursement of funds is conditional upon the submission of the specified documentations below to the Swedish project organization.

**Payment 1:** Fifty percent (50%) of the total amount for the relevant year is transferred in payment 1. With the first request for funds the following documentation must be attached:

* + A signed copy of this agreement, including the signed budget;
	+ Signed extract from minutes that clearly states the persons authorized to sign for the project.

**Payment 2:** The remaining fifty percent (50%) of the total amount for the relevant year is transferred in payment 2. With the second request for funds the following documentation must be attached:

* + Midyear report according to paragraph 9.1.
	1. Payment of the granted funds will be made to the Cooperation organization’s bank account in *Bank name, Bank address, account number, Swift and Iban code*. The bank account, transactions and withdrawals from the bank account shall be cosigned by at least two authorized signatories. Transfers of the granted funds in the form of cash are not allowed. The Funds shall be held under an obligation to render accounts for the Funds according to Clause 10.

## REIMBURSEMENT OF GRANT AND INTEREST

* 1. Funds made available but not utilized during the period and terms for which the funds have been granted shall be accounted for and repaid to the Swedish project organization unless otherwise agreed by the parties in the form of a written amendment, such as a prolongation of the Project. Amounts under SEK 500 do not require reimbursement.
	2. Interest earned on the granted funds may be retained by the Cooperation organization. The interest shall be used for the activity supported under this agreement, otherwise it should be repaid to the Swedish project organization. Remaining funds and interest at a total amount of less than SEK 500 do not require reimbursement at the end of the agreement period.

## PROCUREMENT

* 1. The Cooperation organization shall in all purchases made with the granted funds observe good business practice. Where competition exists it must be used. All purchases of services and goods with a value exceeding SEK 284 000 shall be made in competition. In addition, a written price comparison shall be made of all purchases of services and goods with a value exceeding SEK 75 000. The “Procurement Guidelines for the Olof Palme International Center and Funds Distributed by the Center” (Appendix 3) shall be followed. If the Cooperation organization has a procurement policy with lower thresholds than the Palme Center policy, the Cooperation organization’s policy shall prevail.

## REPORTING AND ACCOUNTING

* 1. The Cooperation organization shall hand in a **midyear report** to the Swedish project organization after the first half of the year covered. The midyear report shall consist of a short descriptive report on the development of the project as well as an accounting statement of funds previously paid out as compared with the budget (not audited).
	2. The Cooperation organization shall no later than*Date* each year submit a **yearly report** in two parts on the project operation during the preceding 12-month period (1 January-31 December) to the Swedish project organization. The first part shall include descriptive report in which the results achieved shall be compared with targets and project plan. The reason for deviations, if any, from the project plan shall be explained and motivated. The second part shall contain a financial statement of cash funds received. The disposition of the statement shall be the same as that of the budget (appendix 1) and shall be signed by the auditor and the person authorized to sign for the Cooperation organization.

## AUDIT

* 1. The Cooperation organization is responsible for the provision of annual audits of the project. The audit shall be carried out by an external, independent and qualified auditor. The audit shall be carried out in accordance with international standards issued by the International Federation of Accounts (IFAC). The auditor shall examine that the information provided in the financial report matches the financial information in the narrative report. Another task is to verify whether the organization has complied with the agreement between the Cooperation organization and the Palme Center, as well as the Palme Center guidelines. If the Cooperation organization channels grants to another party, the auditor shall check that there are agreements with the third party and that the Palme Center’s Audit Instructions are used.
	2. The Cooperation organization shall for the audit of the project solicit the audit of: *insert name and audit firm/contact information*. A copy of the certification document that supports the auditor’s title must be sent to the Palme Center. The Swedish project organization shall be informed of and approve any changes of the auditor.
	3. The auditor shall submit an **Audit Report** according to ISA 805, a fact that also needs to be clearly stated in the report for it to be approved, which shall express an opinion whether the submitted annual Financial Report is in accordance with the organization’s accounting records and agreed budget. The Audit Report shall be made according to the Olof Palme International Center’s Audit Instruction (appendix 4).
	4. The auditor shall also enclose a **Management Letter,** according to the instructions in Appendix 4, including findings that the auditor has made during the audit. If there are no important observations to report this must be stated. The Management Letter shall state the extent of the audit and the audit method used. It shall also report if the project has been carried out in accordance with the agreement and the approved budget. If the Cooperation organization channels grants to a third party, this should be brought up and it needs to be stated if audits have been carried out in accordance with ISA and “the Palme Center’s audit instructions” in all organizations subsequently in receipt of funds. The Management Letter shall state which measures have been taken as a result of previous Management Letters and whether adequate measures have been taken in order to deal with reported shortcomings. Noteworthy deficiencies should also be included in the Management Letter.
	5. The Cooperation organization shall cooperate with and assist the Palme Center in the performance of any additional audits, follow-ups and financial studies that the Palme Center may request.
	6. If the Cooperation organization shall channel financial funds to a recipient organization the Cooperation organization shall be responsible for that yearly audits of those funds are performed according to the above stated requirements.

## INFORMATION AND SECURITY

* 1. Reports, accounts and any other relevant documentation shall be preserved and upon request be provided to the Swedish project organization, the Olof Palme International Center, Sida and Swedish governmental auditors for a period of seven (7) years from that the project has received its last payment.
	2. Representatives of the Swedish project organization, Palme Center and Sida are entitled to monitor the project on site during and after the project period and examine books of account, vouchers and other accounting material. During the period of the project or after its completion, an evaluation and/or external audit may be made on site by the Swedish project organization, the Palme Center or Sida.
	3. The Cooperation organization is required to store and move contracts, bookkeeping accounting and other for the Project relevant documents in a safe manner.
	4. The Cooperation organization shall in its information about the project inform that the Project is supported by Sida and the Palme Center. The information shall disclose that the Project is entirely or partially financed by Sida and the Palme Center, and that Sida and the Palme Center have not contributed to the formulation of the information material or activities, and that Sida and the Palme Center do not have a position towards expressed ideas, unless otherwise agreed.

## EFFECTIVE PERIOD AND TERMS OF AGREEMENT

* 1. This agreement shall apply during the period *Date* *Year* – *Date* *Year*. If no new agreement will be entered into between the Swedish project organization and the Cooperation organization, the Cooperation organization’s obligations under this Agreement shall, however, apply until a report and a financial statement, comprising all funds received, has been submitted to and approved by the Swedish project organization, the Palme Center and Sida. Project funds paid from the Swedish project organization but not utilized according to the terms of this agreement shall be repaid to the Swedish project organization.
	2. Should the Cooperation organization, in the opinion of the Swedish project organization, seriously neglect its obligations under this Aagreement is the Swedish project organization entitled to prematurely and with immediate effect terminate this Agreement. All funds paid to the the Cooperation organization shall immediately be repaid to the Swedish project organization upon such termination.

## LIMITATION OF LIABILITY

* 1. If the Swedish project organization, for reasons beyond its control, cannot provide funds granted under this Agreement, no compensation liability to the Cooperation organization shall ensue, provided that the Cooperation organization has been notified without unreasonable delay.

## GOVERNING LAW AND DISPUTE RESOLUTION

* 1. In the event of a dispute arising between the parties by reason of this agreement, this shall be resolved by a Swedish court applying Swedish law.

### APPENDICIES

1. The project budget for the year covered
2. The guidelines in “Code of conduct for consultants and representatives of the Palme Center”
3. “Procurement Guidelines for the Olof Palme International Center and Funds Distributed by the Center”
4. “The Olof Palme International Center’s Audit Instructions”

**The appendices in 1 – 3 above form an integral part of this agreement and may be obtained at and printed from the Palme Center’s Website** [**www.palmecenter.se**](http://www.palmecenter.se)**. The Cooperation organization confirm by the signing of this agreement that it has taken part of the documents and that the documents form an integral part of this agreement.**

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| *Insert date and Place* | *Insert date and Place* |
| *for* *Name of Swedish organization* | *for* *Name of Cooperation organization* |
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