**cooperation AGREEMENT**

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| **Cooperation Agreement**  |
| Project title |  |
| DUF member organization(s)*Hereafter referred to as “DUF member organisation”.* |  |
| Partner organization(s)*Hereafter referred to as “partner organisation”.* |  |
| DUF file number |  |
| Project locality |  |
| Project period |  |
| Grant amount |  |

**Art. 1 Funding granted and provisions for its spending**

The funding has been granted based on the application and the budget approved by DUF’s international granting committee.

The amount allocated must be spent as well as audited in compliance with the “*Audit Instruction concerning the audit work to be carried out in connection with project grants managed by NGO’s in developing countries”*, “*General Guidelines for Grant Administration through Danish Civil Society Organisations”* published by the Danish Foreign Ministry as well as DUFs guidelines for the International Pool and DUFs financial guidelines, which can be found on https://en.duf.dk/

**Art. 2 General provisions concerning the DUF member organisation’s and partner organisation’s responsibilities**

The DUF member organisation’s and partner organisation’s governing bodies carries full responsibility towards DUF for the intervention’s planning and implementation as specified in the application as approved by DUF. Accordingly, it is incumbent upon the DUF member organisation’s and partner organisation’s governing body:

* to ensure the required professional and administrative capacity to undertake defensible and reassuring management of the funding granted,
* to maintain a secure and trustworthy accounting system,
* to ensure that financial procedures are reassuring and adequate internal control mechanisms are in place in accordance with DUFs Financial Management Guidelines,
* to make certain that narrative reporting to DUF as well as the preparation of accounts take place in accordance with the clauses on these matters set out below,
* to ensure that any donations at the end of the intervention are given through a formal transfer of property, documenting the transferred effects and their value by making use of DUFs templates,
* to ensure that DUF and the Danish Ministry of Foreign Affairs are at all times allowed full access and assistance to inspect the intervention and go through its documentation.

**Art. 3 Budget management and Disbursements**

The project must be implemented within the framework of the approved budget. The first disbursement of funds from the DUF member organisation will take place once this agreement has been signed and funds have been received from DUF. The following disbursements of funds will take place based on agreed payment requests and must be based on budget projections prepared by partner organisation.

The funding granted and disbursed must be deposited into a separate bank account; separate from both DUF member organisation’s and partner organisation’s other financial means. Un-spent funds must be repaid to DUF at the end of the project period.

**Art. 4 Breach of the agreement**

If disagreements or conflicts arise during the project period both parties are obliged to make every effort to solve these through negotiation before considering termination of the agreement prior to the end of the project period.

In case of non-fulfilment or violations of the stipulations of this agreement, DUF member organisation has the right to take steps in order to reduce the consequences of such breaches. Steps to reduce such consequences may be to give written notice to partner organisation; to initiate inspections of partner organisation by auditors and consultants; to stop further disbursements to partner organisation; to phase out or close the ongoing project or totally terminate the cooperation with partner organisation.

In case the DUF member organisation does not live up to the agreement or the partner organisation wants to terminate the project agreement for other reasons, partner organisation has the right to terminate the agreement.

In case of termination, partner organisation is obliged to immediately reimburse all un-spent funds to DUF member organisation and compensate DUF for any financial loss of project funds. if it is decided to terminate the cooperation, partner organisation will be obliged to submit input to the final narrative report, the financial account as well as supporting financial documents (receipts etc.) to DUF member organisation no later than a month after the cooperation has been terminated.

**Art. 5 Modifications of the agreement**

Both parties may request amendments to the stipulations in this agreement. The implementation of such amendments will call for consensus between the parties. Agreed changes and amendments shall enter into force only after both parties at the same level has signed and exchanged signatories to the agreement. If any amendments are made to the stipulations in this agreement, DUF is to approve these before they enter into force.

**Art. 6. Anti-corruption Clause and Clause on PSEAH**

DUF member organisation and partner organisation are both obliged to follow the Anti-Corruption Clause laid down by the Danish Ministry of Foreign Affairs:

*”No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded under this agreement, incl. tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this agreement/contract and for such additional action, civil and/or criminal, as may be appropriate. At the discretion of the Danish Ministry of Foreign Affairs, a further consequence of any such practice can be the definite exclusion from any tendering for projects, funded by the Danish Ministry of Foreign Affairs”.*

DUF member organisation and partner organisation are also both obliged to follow the PSEAH Clause laid down by the Danish Ministry of Foreign Affairs:

*”The parties agree to actively prevent sexual exploitation, abuse and harassment (PSEAH), and to ensure, in the best possible way, that the intervention is carried out in an environment free of all kinds of exploitation, abuse and harassment, sexually or otherwise, especially in the case of particularly vulnerable groups.” (*Sexual harassment is understood as any kind of unwanted verbal, non-verbal or physical behavior of a sexual nature with the aim or impact that a person’s dignity is violated, especially if it happens in a threatening, hostile, degrading, humiliating or offensive environment. Sexual exploitation is understood as attempts or actual abuse of position of power to exploit a person’s vulnerability for sexual gain. This also applies to relationships where economic, social or political advantage is gained from another person on the basis of sexual exploitation. Sexual abuse can consist of either a threat of or actual physical abuse of a sexual nature).

If needed all volunteers can report irregularities directly to DUF via this link: <https://en.duf.dk/dufs-international-work/report-irregularities/>

**This Agreement shall remain in force until the termination of the project period and until DUF has approved the final report and the final audited accounts.**

When signed, the present agreement will enter into effect on \_\_\_\_/\_\_\_\_ 20\_\_\_

Date and place Date and place

Representative of partner organisation Representative of DUF member organisation

(Name) (Name)

*(The signatories are obliged to have the authority to sign documents on behalf of their organisations)*

**Annexed to this agreement:**

**I. Timeline of bookkeeping procedures**

*The chart below is an example of a timeline describing bookkeeping procedures, deadlines and those responsible. Feel free to expand the chart and fill in information in order to fit your specific project. It is not obligatory to hand in a timeline. However, DUF recommends you to develop a timeline within the partnership, which you can update continually during the partnership.*

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|  | **Responsibilities** | **Month 1** | **Month 2** | **Month 3** | **Month 4** | **Month 5** | **Month 6** | **Month 7** | **Month 8** | **Month 9** | **Month 10** | **Month 11** | **Month 12** | **Responsible****Name/org.** |
| 1 | **Inform the auditor that funding has been granted by DUF**  | x |  |  |  |  |  |  |  |  |  |  |  | **DUF member organisation**  |
| 2 | **Disbursement 1 to partner organisation**  |  |  |  |  |  |  |  |  |  |  |  |  | **/DUF member organisation**  |
| 3 | **…..** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 | **…..** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 10 | **Financial documents & running accounts to DK** |  |  |  |  |  |  |  |  |  |  |  |  | **/partner organisation**  |
| 11 | **Disbursement 2 to partner organisation**  |  |  |  |  |  |  |  |  |  |  |  |  | **/DUF member organisation**  |
| 12 | **……** |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 14 | **Financial documents to Danish auditor** |  |  |  |  |  |  |  |  |  |  |  |  | **/DUF member organisation**  |
| 15 | **Final narrative & financial report to DUF** |  |  |  |  |  |  |  |  |  |  |  |  | **/DUF member organisation**  |
| 16 | **Disbursement 3 to partner organisation**  |  |  |  |  |  |  |  |  |  |  |  |  | **/DUF member organisation**  |
|   | **Start-up** |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   | **Project Activities**  |   |   |   |   |   |   |   |   |   |   |   |   |   |
|   | **Completion** |   |   |   |   |   |   |   |   |   |   |   |   |   |