

# **General Conditions for Sida Grants**

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## Introduction

These General Conditions apply to Sida grants managed by ForumCiv. The General Conditions constitute an annex to the Cooperation Agreement (hereinafter referred to as the "Agreement") concluded between ForumCiv and the Cooperation Partner.

## 1. Reporting

- 1.1 The Cooperation Partner shall report in accordance with the Agreement. The report shall include a narrative and a financial report, including an annual audit report. Reporting shall follow the Agreement and ForumCiv's instructions and templates for the type of grant received by the Cooperation Partner.
- 1.2 If the Cooperation Partner submits late or incomplete reports, or if ForumCiv cannot approve the reporting, ForumCiv has the right to withhold Grant funds until the Cooperation Partner has taken measures to rectify the situation, and ForumCiv has approved these measures.

## 2. Monitoring and evaluation

- 2.1 The Cooperation Partner shall have methods, procedures and tools for monitoring the Project. The Cooperation Partner shall use the information gathered through monitoring to learn and to adapt the implementation of the Project, as well as to provide documentation for reporting submitted to ForumCiv.
- 2.2 Evaluations shall be carried out in consultation with ForumCiv and in accordance with the OECD Development Assistance Committee's (DAC) evaluation standards<sup>1</sup>, or other accepted practice that involves the careful acquisition, systematisation and reporting of information regarding current activities based on established criteria, as well as its assessment within a clear and relevant frame of reference. Evaluations carried out in the framework of ForumCiv's activities shall take into account the Istanbul Principles on Development Effectiveness<sup>2</sup>. Evaluations shall be user-oriented, i.e., with a focus on the intended users of a particular evaluation and on how the completed evaluation will be used. The evaluation process shall be designed, implemented and reported in a way that meets the needs of the intended users.
- 2.3 If the Cooperation Partner or any other party initiates a review or evaluation of activities funded in whole or in part by the Grant, ForumCiv shall be informed. Upon request, the Cooperation Partner shall provide ForumCiv with a copy of the report resulting from such a review or evaluation.
- 2.4 The Cooperation Partner shall cooperate with and assist ForumCiv in any additional evaluation, review or other monitoring measure requested by ForumCiv. ForumCiv shall

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<sup>1</sup> [Evaluation of development programmes - OECD](#)

<sup>2</sup> [The Istanbul Principles on development effectiveness | Global Partnership for Effective Development Co-operation \(effectivecooperation.org\)](#)"

bear the cost of any additional evaluations requested by ForumCiv unless otherwise agreed by the Parties.

- 2.5 Recommendations to the Cooperation Partner from evaluations shall be responded to in a *Management Response*, which shall include an action plan, timetable and details regarding who is responsible for its implementation. The Parties shall agree on the monitoring of the action plan.

### **3. Control measures**

- 3.1 Representatives from ForumCiv, Sida and the Swedish National Audit Office have the right to carry out independent reviews, audits, field visits, evaluations or other control measures regarding the Project. Visits, reviews and evaluations shall normally be preceded by consultation with the Cooperation Partner. However, the Swedish National Audit Office, Sida and ForumCiv reserve the right to carry out unannounced inspections. The purpose of these control measures may be, inter alia, to ensure that the Grant is used in accordance with the Agreement, or to evaluate whether results are achieved in the Project. The party conducting the review shall bear the cost of such control measures.
- 3.2 The Cooperation Partner shall facilitate the control measures referred to in 3.1 by providing all necessary documentation to enable the control measure in question to be implemented and shall ensure unrestricted access to the premises and to the documents, goods and records requested. Records and vouchers shall be easily accessible and filed so as to facilitate their examination. The Cooperation Partner shall inform the representative implementing the review of where this information is made available.
- 3.3 The rights and obligations under this Article 3 shall remain in force for 7 years after the expiry of the Agreement.

### **4. Conditions for disbursement**

- 4.1 Disbursement is made after the Cooperation Partner has submitted a written requisition to ForumCiv. The Cooperation Partner shall use the requisition form applicable to the Agreement, including any annexes. The requisition shall be signed by the authorized signatories, who thereby confirm that the disbursement conditions are met.
- 4.2 The amount requested must be expressed in the currency of the Agreement, irrespective of the currency in which the disbursement is made. In the event of disbursement in a currency other than the currency of the Agreement, this must be clearly stated on the requisition form. In order for ForumCiv to make a disbursement within a given calendar year, the requisition must have been received by ForumCiv in accordance with the provisions of the Agreement.
- 4.3 The Cooperation Partner shall deposit the grant in a bank account registered in the name of the Cooperation Partner. The bank account must be jointly signed by two authorised representatives. Documentary proof must exist to permit verification of bank account information.

- 4.4 Grant disbursement is dependent on ForumCiv receiving sufficient funds from Sida. If Sida does not provide ForumCiv with sufficient funding, ForumCiv has the right to suspend or reduce the disbursement of the Grant to the extent ForumCiv deems necessary.

## **5. Exchange rate fluctuation**

- 5.1 If the Grant is exchanged into a currency other than the currency of the Agreement, the currency exchange shall be made through the international banking system or national bank, unless otherwise approved by ForumCiv.
- 5.2 Currency exchanges shall be systematic and reasonable, based on the context of the Project activity. Transactions must be necessary for the implementation of the Project.
- 5.3 If exchange rate fluctuations diminish the value of the Grant to such an extent that it affects the implementation of the Project, the Cooperation Partner shall inform ForumCiv as soon as possible.
- 5.4 Exchange gains may be offset against exchange losses during the implementation of the Project. However, a balance shall be established for each year in the financial report. If the balance represents exchange gains at the end of the Project Period, this part shall be included in the closing balance and thus be part of the unused funds to be reimbursed to ForumCiv in accordance with Article 17.1 of these General Conditions. However, ForumCiv shall not cover any exchange losses in the event the closing balance is negative at the end of the Project Period.
- 5.5 The balance of exchange gains/losses detailed in the financial report shall be audited annually in accordance with the audit instructions for the Agreement.

## **6. Intellectual property rights, equipment and consumables**

- 6.1 Ownership of and intellectual property rights to the Project's results, reports and other related products belong to the Cooperation Partner. However, ForumCiv shall have a non-exclusive right (which includes Sida and third parties on behalf of Sida) to use the results, reports and other documents as ForumCiv sees fit, and in particular to store, modify, translate, display or copy (by technical means), and publish or publicly communicate them, through any channel. The Cooperation Partner shall ensure that it retains: (i) all necessary rights to fulfil the above terms and conditions, and (ii) all necessary rights to use pre-existing intellectual property rights necessary to implement the Agreement.
- 6.2 If natural and identifiable persons are included in photographs or on film, the Cooperation Partner shall certify in the final report submitted to ForumCiv that consent has been obtained from these persons that such depictions may be used for the purposes described in this Article 6. However, this does not apply to photographs or film

containing members of the public who could only hypothetically be identified, or public figures acting in their official capacity.

- 6.3 The purchase, transfer and/or sale of equipment (such as, but not limited to, vehicles) paid for by the Grant may only be made if purchase, transfer or sale is clearly related to the objectives of the Project, and upon written approval from ForumCiv. Purchases that are not specifically stated in the budget and that exceed a certain amount may only be made after written approval from ForumCiv. The amount is set out in the Agreement under Article 2 The Grant. How the equipment shall be used, transferred or sold before the end of the Project period must be documented. Any transfer must take place within the Project period. If the unit purchase price of equipment exceeds the amount that is set out in the Agreement under Article 2 The Grant, copies of the document which proves the transfer occurred must be attached to the final financial report. The form "Transfer of ownership of assets" must be used. Copies of documents proving the transfer of ownership of equipment with a purchase price of less than the amount that is set out in the Agreement under Article 2 The Grant shall be kept by the Cooperation Partner for control purposes and sent to ForumCiv upon request.
- 6.4 The Cooperation Partner is responsible for all matters relating to equipment, consumables, and intellectual property rights.

## 7. Eligible and non-eligible costs

- 7.1 Eligible costs are actual costs incurred by the Cooperation Partner which meet all of the following conditions:
- a) They have been incurred during the Project period in accordance with the Agreement, irrespective of the timing of the actual disbursement by the Cooperation Partner and/or Partner in subsequent step. In particular:
    - i. Costs for services shall refer to activities carried out, and supplier costs shall refer to the cost of delivery and installation of goods during the Project period. Contracts signed, orders or the acceptance of any undertaking which may involve expenditures during the Project period for the future delivery of goods and services beyond the Project period do not meet this condition.
    - ii. Costs incurred must be paid before the final report is submitted. Costs may be paid afterwards, provided they are stated in the final financial report together with the estimated date of payment.
    - iii. Exceptions are granted for costs relating to final reports, including verification of costs, audits or final evaluation of the Project, which may have been incurred after the Project Period.
  - b) they are specified in the overall budget of the Project, and have been specified in the approved Project Description and the Budget,
  - c) they are necessary for implementation of the Project,
  - d) they are identifiable, verifiable, and recorded in the accounts of the Cooperation Partner, and prepared in accordance with the accounting standard applicable in the country where the Cooperation Partner has its registered office, or prepared in accordance with International Financial Reporting Standards (IFRS), and

are consistent with the accounting principles normally applied by the Cooperation Partner,

- e) any salary costs charged to the Project shall be recorded systematically throughout the Project Period, and shall be verifiable with underlying documentation. Time worked shall be documented continuously during the Project and verified by responsible manager. Any discrepancies between time reported and time worked shall be adjusted on an ongoing basis; and
- f) they are reasonable, justified and comply with the principles of responsible financial management, in particular in terms of economy and cost-effectiveness.

7.2 The following costs are not eligible:

- a) debts and, for projects, interest, as well as fees,
- b) allocations for losses or future liabilities,
- c) items already funded by other agreements with ForumCiv or any other donor,
- d) purchase or construction of real estate (land or buildings),
- e) credit or loans to third parties,
- f) travel expenses in business or first class,
- g) extra allowances for attendance/participation at meetings, workshops or similar events to staff, guest speakers or other participants already receiving a salary or other remuneration.
- h) allocations for reserves, or
- i) membership fees to ForumCiv or Globalportalen.

## **8. Forwarding of funds to Partners in subsequent step**

- 8.1 If all or parts of the Grant is forwarded to a Partner in subsequent step, the Cooperation Partner is responsible for ensuring that all commitments toward ForumCiv are met.
- 8.2 The Cooperation Partner is responsible for monitoring funds forwarded to a Partner in subsequent step, and for assessing the Partner in subsequent step's organisational capacity, internal governance and control and risks, as well as for monitoring and evaluating the Project. The Cooperation Partner certifies that it has and maintains on an ongoing basis during the term of the Agreement, the necessary capacity, internal governance and control, and systems and processes to meet these obligations.
- 8.3 The Cooperation Partner shall enter into a written agreement with the Partner in subsequent step before any funds can be requisitioned or disbursed from the Cooperation Partner to the Partner in subsequent step. The Cooperation Partner is obliged to ensure

that the provisions of this Agreement are fully complied with in agreements with the Partner in subsequent step.

- 8.4 Where these General Conditions are updated during the term of the Agreement, or where the terms and conditions of the Agreement otherwise change in accordance with the provisions of the Agreement, the Cooperation Partner is obliged to ensure that the changes are reflected in subsequent agreements with the Partner in subsequent step.
- 8.5 The agreement between the Cooperation Partner and the Partner in subsequent step shall include the agreed budget and provisions regarding, inter alia, project period, reporting, monitoring, evaluation, auditing, procurement, eligible and non-eligible costs, agreement amendments, obligation to provide information and measures to prevent, identify and address corruption and other irregularities. Furthermore, the Agreement shall explicitly state:
- a) The Cooperation Partner, ForumCiv representatives, Sida and the National Audit Office shall have equal opportunities to take control measures with regard to the Partner in subsequent step's use of the Grant in accordance with Article 3 of these General Conditions.
  - b) The Cooperation Partner shall be entitled to claim reimbursement of the Grant from the Partner in subsequent step under the same conditions and to the same extent as ForumCiv is entitled to claim reimbursement from the Cooperation Partner, and shall also be entitled to exercise all other rights to the same extent as ForumCiv may exercise corresponding rights against the Cooperation Partner in accordance with this Agreement.
  - c) A condition relating to restrictive measures in accordance with Article 14.3.
  - d) The Cooperation Partner shall have the right to terminate the Agreement with the Partner in subsequent step to the same extent as ForumCiv has the right to terminate this Agreement.
- 8.6 The Cooperation Partner shall, at the start of the Project, and periodically thereafter during the Project Period, assess the Partner in subsequent step's internal governance and controls, systems and processes to ensure that each Partner in subsequent step has the necessary capacity and internal procedures in place to meet the requirements of the Agreement. The Cooperation Partner shall also monitor the compliance of the of the Partner in subsequent step with the Agreement throughout the Project Period. Upon request, the Cooperation Partner's assessments shall be shared with ForumCiv and shall, in relation to the expected risk, include:
- the reliability and integrity of the of the Partner in subsequent step's financial controls, systems and processes,
  - the effectiveness of the of the Partner in subsequent step's Project,
  - existing systems to protect Project assets; and
  - compliance with the agreement between the Cooperation Partner and the Partner in subsequent step.

- 8.7 Disbursement to a Partner in subsequent step shall always be made based on the need for funds, and shall be made by bank transfer through the international or national banking system, unless otherwise agreed in writing with ForumCiv. The funds shall be held in a bank account in the name of the Partner in subsequent step, which shall be verifiable by documentary proof, and which shall be signed jointly by two authorised representatives.
- 8.8 The Cooperation Partner is fully liable to ForumCiv for Grants and assets which have been forwarded to a Partner in subsequent step, including the Cooperation Partner's liability for any repayment obligation due to the Partner in subsequent step's acts or omissions.
- 8.9 Deviations in compliance with agreed obligations in subsequent step shall be reported immediately to ForumCiv.
- 8.10 This Article 8 also applies if a Partner in subsequent step has the right to transfer grant funds to a Partner in further subsequent step.

## **9. Deviations and changes in the Project or in the Cooperation Partner's Organization**

- 9.1 Significant deviations from or changes to the Project must be approved in writing in advance by ForumCiv. What constitutes a significant deviation or change is exemplified in the Agreement and in any instructions to the Agreement.
- 9.2 The Cooperation Partner shall notify ForumCiv without delay of any significant changes to the project, or circumstances with the potential to significantly affect the Cooperation Partner's organization and affect the Project.
- 9.3 ForumCiv may withhold Grant disbursement until significant deviations and changes have been approved.

## **10. Transparency, confidentiality and personal data processing**

- 10.1 Both Parties shall have the right to publish documents and other information related to the Project on their websites and in other relevant media, unless otherwise specified in the Partnership Agreement.
- 10.2 Upon request for presentation of the Agreement, or any other document relating to the Agreement, ForumCiv must assess on a case-by-case basis whether such documents



may be shared in whole or in part where confidentiality exists. However, Sida has the right to publish information on activities funded by Sida on its website (Sida's website for such purposes is currently: [www.openaid.se](http://www.openaid.se)), as well as in other relevant media.

- 10.3 The Cooperation Partner is made aware that the Swedish Freedom of the Press Act (1949:105) and the Public Access to Information and Secrecy Act (2009:400), inter alia, are applicable to Sida's activities. In the event of a request for disclosure of information and documents that have been submitted by ForumCiv to Sida in relation to this Agreement, Sida will determine on a case-by-case basis whether such documents may be disclosed in whole or in part, and assess whether the documents contain information that may be covered by confidentiality.
- 10.4 In implementing, managing and monitoring this Agreement, ForumCiv may process personal data relating to the Cooperation Partner or the Cooperation Partner's staff, suppliers, Partners in subsequent step or other persons involved in the Project.
- 10.5 In order to comply with the obligations of the General Data Protection Regulation EU 2016/679 (GDPR), ForumCiv provides a personal data processing [notice](#) to the Cooperation Partner. With the Agreement, the Cooperation Partner confirms that this notice has been delivered and received. The notice does not comprise part of the Agreement. The Cooperation Partner shall ensure that all employees of the Cooperation Partner, suppliers, Partners in subsequent step and other persons participating in the Project, whose personal data will be transferred to ForumCiv, are informed, and provided with the notice.
- 10.6 The Cooperation Partner shall assist ForumCiv with requests from the Cooperation Partner's staff, suppliers, Partners in subsequent step and other persons involved in the Project, in accordance with Articles 15-22 of the GDPR.

## 11. Corruption and other irregularities

- 11.1 The Cooperation Partner shall actively work to prevent corruption and other irregularities within and related to the Project. This obligation applies to all staff, consultants and other contracted labour, as well as to Partners in subsequent step and other recipients of the Grant.
- 11.2 Corruption and other irregularities refers to all kinds of:
- a) corruption, including bribery, nepotism, illicit gifts and other forms of abuse of trust, power and position to gain undue advantage,
  - b) embezzlement of money, inventory or other assets,
  - c) fraudulent statements of a financial or non-financial nature; and
  - d) any other use of funds for the Project that is not in accordance with the Project Description and the Budget.

11.3 The Cooperation Partner shall:

- a) Take into account the risk of corruption and other irregularities in the planning and implementation of the Project, and identify key risks and mitigating measures. If a material risk of corruption or other irregularities is identified, mitigation measures shall be taken to reduce the identified risk;
- b) Organise its operations and internal control systems so that corruption and other irregularities are prevented, detected and addressed;
- c) Do its utmost to prevent and deter corruption and other irregularities within, and in relation to, the Project;
- d) Require all personnel involved, including consultants, suppliers and other contracted labour financed by the Project, to renounce corruption and other irregularities.

11.4 The Cooperation Partner shall immediately inform ForumCiv of any indications of corruption or other irregularities in, or related to, the Project or the Cooperation Partner.

11.5 The Cooperation Partner is obliged to investigate, at its own expense, the existence of corruption or other irregularities in the Project, and shall take action, including legal action, against persons reasonably suspected of corruption or other irregularities. The Cooperation Partner shall then consult ForumCiv on an ongoing basis regarding how to address the matter. After the matter has been closed, the Cooperation Partner shall submit a final report to ForumCiv regarding the suspected corruption or other irregularity.

11.6 If corruption or any other irregularity is suspected, ForumCiv may request a review of the Project, the Cooperation Partner, the Partner in subsequent step or other parties receiving the Grant. The auditor, terms of reference and cost estimate and any reallocation of the Budget necessary to conduct such an investigation shall be approved in writing by ForumCiv. The results of the investigation shall be sent to ForumCiv as soon as they are available.

11.7 Cooperation Partners, Partners in subsequent step or other parties receiving the Grant may [contact ForumCiv](#) directly when corruption or other irregularities are suspected. ForumCiv's [Whistleblowing service](#) can also be used to report suspected corruption or other irregularities.

## 12. **Sexual exploitation, sexual abuse and sexual harassment**

12.1 The Cooperation Partner shall work actively to prevent and address cases of sexual exploitation, sexual abuse and sexual harassment (SEAH) as defined below. This obligation applies to all staff, consultants and other contracted labour, Partners in subsequent step and all third parties involved in activities funded by ForumCiv.

12.2 The following definitions apply:

- a) Sexual exploitation: Sexual exploitation or attempted sexual exploitation of another person in a vulnerable or inferior position, or a position of trust, for financial, social or political gain, etc.
- b) Sexual abuse: Sexual act or threat thereof by force or coercion, or given unequal positions of power.
- c) Sexual harassment: Any form of verbal, non-verbal or physical conduct of a sexual nature that violates or is intended to violate the dignity of another person.

12.3 When the Cooperation Partner learns of suspicions of or reports concerning SEAH, the Cooperation Partner shall take the vantage point of the vulnerable person, and take prompt action to stop the behaviour, investigate the incident(s) and report to the relevant law enforcement authorities, considering the rights, needs and wishes of the vulnerable person.

12.4 The Cooperation Partner shall promptly report to ForumCiv SEAH allegations that are sufficiently substantial to lead to an investigation related to the Agreement, as well as SEAH allegations not directly related to the Agreement, but which have significant implications for the partnership with ForumCiv. Reporting must be done in a way that does not jeopardize the safety and due process rights of the persons concerned.

## 13. **Conflicts of interest**

13.1 The Cooperation Partner shall take the necessary precautions to avoid any kind of conflict of interest related to the Project. The Cooperation Partner shall ensure that staff, including management, involved in the Project are not placed in situations which could give rise to a conflict of interest.

13.2 A conflict of interest refers to any situation in which the impartial and objective conduct of someone acting on the Cooperation Partner's behalf is compromised, or is likely to be compromised, as a result of kinship, private life, political or national affinity, financial interests or any other connection or affinity with another person.

13.3 If a conflict of interest arises, the Cooperation Partner shall immediately notify ForumCiv in writing and take all necessary steps to resolve the conflict, for example by replacing the person in question or by obtaining independent verification of the circumstances giving rise to the questionable decision or transaction.

13.4 ForumCiv reserves the right to verify the appropriateness of the measures taken and may, if necessary, require additional measures to be taken.

## 14. **Application of restrictive measures**

- 14.1 The Cooperation Partner shall ensure that the Grant is not made available to, or given for the benefit of, third parties included in the Consolidated list of persons, groups and entities subject to EU financial sanctions (EU Sanctions List), available at [www.sanctionsmap.eu](http://www.sanctionsmap.eu). The Cooperation Partner shall take all appropriate precautions and necessary procedures to prevent any part of the Grant from being used in the manner described above.
- 14.2 The Cooperation Partner shall review the Partners in subsequent steps and suppliers funded by the Grant, to ensure that they are not on the EU Sanctions List.
- 14.3 The Cooperation Partner shall ensure that the agreements with its Partner in subsequent steps and suppliers oblige those receiving the Grant to audit their Partners in subsequent step and suppliers, and to use all reasonable means to ensure that no Grant funds provided under these agreements are made available to, or given for the benefit of, persons, groups or entities included on the EU Sanctions List.
- 14.4 If, during the term of the Agreement, the Cooperation Partner discovers that grant funds have been made available to, or given for the benefit of, persons, groups or entities included in the EU Sanctions List, the Cooperation Partner shall immediately inform ForumCiv thereof. The Cooperation Partner shall provide ForumCiv with a full account of all known facts in the matter and shall thereafter consult ForumCiv on an ongoing basis regarding the matter's further handling to jointly determine corrective measures in accordance with the respective applicable legal system.

## 15. **Breach of the Agreement**

- 15.1 In the event that the Cooperation Partner fails to fulfil its obligations under this Agreement and/or corruption or any other irregularity is suspected, or if the undertakings regarding restrictive measures (see Article 14 above) have not been fulfilled, ForumCiv may withhold disbursement of all or part of the Grant and/or demand repayment of all or part of the Grant. The Cooperation Partner will be liable to reimburse ForumCiv in the event that ForumCiv becomes liable to reimburse Sida due to the Cooperation Partner's actions or omissions. ForumCiv also has the right to terminate the Agreement with immediate effect, without compensation of any kind, if the Cooperation Partner fails to comply with any of its obligations after having been notified in writing of the obligation to do so, but still fails to comply with the obligation, or within 14 days of the written request has not provided an acceptable explanation.
- 15.2 In the event of a material breach of the Agreement, ForumCiv may, in addition to withholding disbursement and/or demanding repayment of all or part of the Grant in accordance with Article 15.1 above, terminate the Agreement with immediate effect without paying any compensation whatsoever.

15.3 Material breaches of the Agreement may include, but are not limited to, the following situations:

- a) that the Grant, in whole or in part, has not been used in accordance with the Agreement and/or approved Project Descriptions and Budgets,
- b) the Cooperation Partner has provided false or incomplete information in order to obtain the Grant,
- c) that the use of the Grant has not been satisfactorily accounted for,
- d) that the Cooperation Partner has not submitted reports as agreed, or has knowingly submitted reports that do not truthfully reflect the actual circumstances,
- e) corruption or other irregularities, misconduct, money laundering, failure to comply with undertakings on restrictive measures (see Article 14 above) or that illegal activities of any kind related to the Project have taken place in the Cooperation Partner, or any Partner in subsequent step, without the Cooperation Partner having taken the relevant measures,
- f) that the Cooperation Partner has not informed ForumCiv of indications of corruption or other irregularities, or non-compliance with the undertakings regarding restrictive measures in accordance with Articles 11 and 14 of these General Conditions,
- g) that the Cooperation Partner has not complied with the provisions of Article 13 of these General Conditions (Conflicts of Interest),
- h) that the Cooperation Partner has not fulfilled its obligations relating to the payment of social security contributions and taxes in accordance with the applicable legislation of the country in which it is established,
- i) the Cooperation Partner has changed its legal form without prior notice to ForumCiv,
- j) the Cooperation Partner enters bankruptcy or liquidation, its assets are administered by the court, or it becomes subject to any analogous or similar proceedings under national law,
- k) the failure of the Cooperation Partner to take preventive measures against sexual exploitation, sexual abuse or sexual harassment, to investigate such allegations or to take corrective measures when sexual exploitation, abuse or harassment has occurred; or
- l) the Cooperation Partner is involved or acts in a way that violates the fundamental rights and freedoms of the individual, or discriminates or violates the principle of the equal value of all human beings.

15.4 If an act falls within both the definition of corruption, under Article 11.2, and sexual exploitation, sexual abuse and sexual harassment (SEAH) under Article 12.2 of these General Conditions, the act will be considered a case of SEAH.

15.5 The Cooperation Partner shall immediately inform ForumCiv of any circumstances that

indicate, or may lead to, a breach of the Agreement, and shall provide all necessary information and documentation to enable ForumCiv to determine whether a breach of the Agreement has taken place.

- 15.6 ForumCiv may also withhold disbursements or terminate the Agreement with immediate effect if the Cooperation Partner has committed a material breach of any other Agreement between ForumCiv and the Cooperation Partner.
- 15.7 ForumCiv is entitled to include, in any claim for reimbursement, interest and other gains arising from the failure of the Cooperation Partner to fulfil its obligations under the Agreement and/or from suspected corruption or other irregularities, or from non-compliance with the restrictive-measures undertakings (see Article 14 above).
- 15.8 If the agreement with Sida, or another major donor financing the contribution to ForumCiv, is terminated, ForumCiv has the right to terminate this Partnership Agreement, notwithstanding what is otherwise stated in the Partnership Agreement. In such a case, the Partnership Agreement shall terminate at the same time as the agreement with Sida or with any other such donor. In such a case, the Cooperation Partner shall indemnify ForumCiv (see 18.1).
- 15.9 All obligations of the Cooperation Partner under this Partnership Agreement, regardless of whether the Partnership Agreement is terminated or has expired, shall survive the termination of the agreement thereof, and continue until the Cooperation Partner has fulfilled its reporting, auditing and repayment obligations under the Partnership Agreement.

## **16. Termination of the Agreement**

- 16.1 Both Parties have the right to provide written notice of the termination of this Agreement.
- 16.2 The Project Period shall end no later than two (2) months after the date of termination. In these two months, the Cooperation Partner shall take measures to minimise costs and expenditures, and may only use the Grant to cover undertakings entered into before the termination of the Agreement.
- 16.3 If the Agreement is terminated, the Cooperation Partner shall use these two months to immediately suspend or wind up the Project in a structured and financially responsible manner. The Cooperation Partner shall propose a plan and a Budget for these activities. The plan must be approved by ForumCiv. Funds remaining unused after the end of the Project Period, as well as accrued interest, exchange gains and other gains, shall be reimbursed to ForumCiv.
- 16.4 The Cooperation Partner shall submit a final report to ForumCiv within two (2) months after the end of the Project Period as provided for in the Agreement. The final report shall be drawn up in accordance with Article 1 of these General Conditions. The Cooperation Partner shall also submit a financial report, an annual report (if applicable) and an audit report covering the entire period from the last financial report through the end of the Project Period, unless otherwise specified

in ForumCiv's written notice of termination.

## **17. Repayment of surplus from interest, exchange rate fluctuations and unused funds**

- 17.1 At the end of the Project Period, unused funds shall be reimbursed to ForumCiv as soon as possible, but at the latest within 14 calendar days after ForumCiv has made the repayment request to the Cooperation Partner. The repayment shall include any surplus from interest, exchange rate fluctuations or other surpluses accrued on the Grant, unless otherwise agreed. There is no need for reimbursement if the total unused amount is less than SEK 500.
- 17.2 The Cooperation Partner is responsible for ensuring that any funds arranged for a Partner in subsequent step which remain unused at the end of the Project Period are accounted as surplus in the Cooperation Partner's reporting to ForumCiv, and that these are included in the proceeds to be repaid to ForumCiv.
- 17.3 Repayments shall be made to ForumCiv's bank account for reimbursement, which will be provided if necessary.
- 17.4 The transaction shall be marked: "Unused funds". The name of the Cooperation Partner and the Project Number must also be clearly indicated.

## **18. Liability**

- 18.1 ForumCiv shall not be liable for any cost, loss or damage or loss of income suffered by the Cooperation Partner, its personnel or property, directly or indirectly, as a result of the Project. ForumCiv will not accept any liability to indemnify, or any increase in costs, as a result of such damages or loss of income. Nor shall ForumCiv be liable for any damage or loss of income suffered by the Cooperation Partner, its personnel or property, directly or indirectly, as a result of any incorrect or late payment of Grant funds.
- 18.2 The Cooperation Partner shall be solely liable to third parties, including for any cost, loss or damages or loss of income they may have suffered, directly or indirectly, as a result of the Project. The Cooperation Partner shall indemnify ForumCiv against any claims or actions brought by the Cooperation Partner's employees or third parties in relation to the Project.

## 19. **Visibility, recognition and publication**

- 19.1 When referring to activities and products funded in whole or in part under this Agreement, the Cooperation Partner shall always state that the activities or products have been funded by Sida through ForumCiv, but that neither ForumCiv nor Sida has participated in the development of the activities/products or endorses any views presented. This can e.g. be done as follows:
- 19.2 *“This report was produced with financial support from Sida through ForumCiv. Neither Sida nor ForumCiv has participated in the production of this report, nor are they responsible for its contents or the views expressed herein.”*
- 19.3 Neither the ForumCiv nor the Sida logo may be used in any activity or product funded in whole or in part by the Agreement. Exceptions may apply where ForumCiv and/or Sida are active co-broadcasters, publishers, producers or organisers. In such cases, this is to be agreed with ForumCiv and/or Sida in advance. ForumCiv reserves the right to copy and distribute materials funded in whole or in part pursuant to the Agreement as necessary.
- 19.4 Notwithstanding the above, neither the Cooperation Partner nor any Partner in subsequent step is obliged to disclose that the Project and its activities and products are financed by Sida through ForumCiv if this could threaten the implementation of the Project or affect the safety of staff, consultants or suppliers financed by the Project.

## 20. **Amendments to the Agreement**

- 20.1 The Parties may agree on amendments to the Agreement, including its annexes. All such amendments must be made in writing to be valid.
- 20.2 ForumCiv has the right to make amendments to the Agreement, including annexes, during the Project Period, provided that ForumCiv deems the amendment in question necessary for compliance with the Agreement between ForumCiv and Sida, Sida's guidelines and terms and conditions, new or amended legislation or other similar circumstances. The Cooperation Partner must be notified of such amendments, and they may not take effect before two (2) months after such notification is given.
- 20.3 If the Cooperation Partner cannot reasonably accept the amendments as notified, the Cooperation Partner has the right to request that the Agreement be terminated on the date the changes would take effect. Such termination shall be made in writing at least (1) month in advance, and shall then be concluded and a final report made in accordance with Article 16 of these General Conditions. If no such termination is made, the



Cooperation Partner shall be bound by the amended conditions.

## 21. Suspension and force majeure

- 21.1 A Party may temporarily cease the implementation all or part of the Project if circumstances (mainly force majeure) make it too difficult or dangerous to proceed. Force majeure refers to an unforeseeable and extraordinary situation or event beyond the control of the Parties which prevents either of them from fulfilling any of their contractual obligations. It is not due to any wrongful or negligent act by them (or by their subcontractors, representatives or employees). A decision by the Swedish government to suspend cooperation with the country where the Project takes place is considered an instance of force majeure when it entails the suspension of Grant funding. The suspending party must inform the other party without delay, stating the reason, probable duration and foreseeable effects of the suspension, and providing all necessary details. However, both parties are obliged to implement their contractual obligations even if events have made implementation more onerous than could reasonably have been foreseen at the time the Partnership Agreement was concluded. Notwithstanding the foregoing, where a Party proves that (a) the continued performance of its contractual obligations has become unduly burdensome due to an event beyond its reasonable control and which it could not reasonably have expected or anticipated at the time the Partnership Agreement was entered into, and (b) that it could not reasonably have avoided or overcome the event or its consequences, then the Parties shall be obligated, within a reasonable time after this provision is invoked, to negotiate alternative agreement terms that reasonably incorporate the consequences of the event. Should the Parties fail to agree on alternative contractual terms after such negotiation, the party invoking this provision shall have the right to terminate the Agreement.

## 22. Transfer

- 22.1 The Agreement and/or the Grant may not be transferred to a third party without ForumCiv's written consent.

## 23. Entire Agreement

- 23.1 The Agreement, including its annexes, contains all the terms and conditions agreed by the Parties in relation to the Project in question. It replaces all previous discussions, understandings and agreements.

## 24. Statutory limitation and complaint

- 24.1 Claims under the Agreement, such as claims for reimbursement of funds, are subject to the provisions of the Swedish Act on Limitation. Complaints regarding errors or deficiencies must be made within a reasonable time. Complaints by ForumCiv shall

always be deemed to have been made within a reasonable time if they are made within one year after the final report has been submitted to ForumCiv by the Cooperation Partner.