

**GENERAL TERMS AND CONDITIONS APPLICABLE TO RWI
IMPLEMENTING PARTNER AGREEMENT
Swedish Institute grants**

1. Scope of Application

- 1.1 These general terms and conditions apply to implementing partner agreements (hereinafter referred to as 'the Agreement') signed between the Raoul Wallenberg Institute of Human Rights and Humanitarian Law (RWI) and a partner institution or organisation to RWI (hereinafter referred to as 'the Implementing Partner') regarding forwarding of funds, granted to RWI by the Swedish Institute (SI), to the Implementing Partner from RWI for agreed Implementing Partner activities (hereinafter referred to as 'the Project'). These terms and conditions (hereinafter referred to as 'the Terms and Conditions') form an integral part of any such Agreement signed, unless otherwise expressly provided for.

2. General Obligations

- 2.1. The Implementing Partner shall be responsible for planning, management, coordination and/or follow-up (hereinafter referred to as 'the implementation') of the Project in accordance with what is stipulated in the Agreement, its annexes and the Agreement Documents, having the legal capacity and unrestricted right to execute and deliver on the Agreement to perform all of the Implementing Partner's obligations.
- 2.2. The Implementing Partner is responsible for the administration of RWI's contribution and for having adequate financial systems and administrative capacity to manage the contribution properly.
- 2.3. During the implementation of the Project, the Implementing Partner shall exercise necessary diligence, efficiency and transparency in line with sound financial management, and apply cost-efficiency and best practice principles, such as results-based management, including learning and adaptation.
- 2.4. The Implementing Partner has an obligation to ensure that the contribution from RWI is used exclusively to cover costs in accordance with the Agreement and the agreed budget. RWI's contribution shall be registered and reported in the Implementing Partner's accounts in accordance with national acceptable accounting standards. The Implementing Partner shall follow all applicable laws, including regarding taxes.
- 2.5. The Implementing Partner shall identify, assess and mitigate any relevant risks associated with the implementation of the Programme, including the risk of corruption and other irregularities, and any other potential negative effects.
- 2.6. The Implementing Partner is responsible for ensuring that reporting, accounting and audit is performed in accordance with the Agreement, its annexes and the Agreement Documents

- 2.7. All travel using funds received from RWI and in connection with the implementation of the Project shall always be planned and undertaken to secure the best value for money, i.e. using the most appropriate means of travel in an environmental responsible way, at the lowest possible cost, while ensuring the health and safety of the traveller. When available, public transportation is in this respect the preferred means of transportation. RWI's contribution can only be used to cover costs for travel in economy class.
- 2.8. The Implementing Partner shall appoint one person who shall be responsible for the implementation of the Agreement and all direct contact with RWI regarding the Project. RWI shall be informed of who the responsible person is and any changes in this respect.

3. Undertakings in relation to SI

- 3.1. RWI has the overall responsibility to SI (the donor) for the realisation of the Project, including all communication in accordance with an agreement signed between RWI and SI, with which RWI is required to comply. This Agreement also serves to ensure that RWI is able to fulfil all its obligations towards SI thereunder. As a funding agency, SI is not liable towards the Implementing Partner or any other third party when it comes to the implementation of the Project.

4. Reporting – General

- 4.1. RWI is in relation to SI obliged to provide an uninterrupted chain of reports with auditor reports attached thereto so that funds distributed from SI can be traced to the end recipient, i.e. the Implementing Partner or, when applicable, or any other third party.
- 4.2. If the Implementing Partner is unable to meet any agreed reporting deadline, RWI shall be informed immediately
- 4.3. All reports shall be prepared in the English language, unless otherwise agreed, and are subject to RWI's written approval. RWI shall within 20 working days approve or reject any report submitted to RWI by the Implementing Partner under this Agreement, and inform the Implementing Partner of RWI's comments or request additional information or supporting documents. The Implementing Partner shall then, if applicable, within 20 working days thereafter submit a new report, additional information or documents requested. This process shall continue until RWI can approve the reports. If the above-mentioned timeframes cannot be complied with, information thereof shall immediately be communicated and new dates shall be agreed in consultations between the Parties.

5. Narrative Reporting

- 5.1. Any narrative report to be submitted in accordance with the Agreement shall describe the results achieved through the Project activities during the reporting period and an analysis of the extent to which set Project objectives have been achieved. Reports shall be set up in a way to allow actual results to be compared with expected results in, as applicable, agreed Terms of Reference and/or Project Documents.
- 5.2. Any narrative report shall moreover include information on any lessons learned and consequent adaptations to the Project as well as materialised risks to the Project activities, including how these have been handled in the reporting period and/or how these will be handled in the future. For a completed Project, an assessment of the sustainability of the results achieved shall form part of the reporting.

- 5.3. Narrative reports submitted shall be signed by an authorised representative of the Implementing Partner.

6. Financial Reporting

- 6.1. Any financial report submitted by the Implementing Partner to RWI concerning the usage of funds disbursed by RWI regarding the Project shall be reliable, i.e. free from material error and bias, complete in all material respects and faithfully represent the financial performance. The Implementing Partner is obliged to keep full supporting documentation on file to justify costs reported.
- 6.2. Any financial report to be submitted in accordance with the Agreement shall comprise actual income and costs with a comparison between all actual costs for activities during the reporting period and budgeted costs for the same period, as well as an identification of any deviations from the budget as per Article 17 below.
- 6.3. Financial reports shall be set up in a way to allow for direct comparison with agreed budgets, using the same format, currency and line items. Financial reports shall, when applicable, also include columns for cumulated information for all budget lines (both income and costs) regarding earlier periods. Financial reports shall, as a minimum, include:
- a) the accounting principles: accrual based, cash based or modified, that have been applied;
 - b) income from all sources, including bank interest and exchange rate gains, and all sources of funding. RWI's contribution shall be specified both in the currency of transfer and the amount in the local currency;
 - c) expenses charged/capitalised in the relevant reporting period;
 - d) unused funds/remaining balances and/or unutilised contributions as per the end of the reporting period;
 - e) balance sheet, when required in accordance with the accounting principles applied;
 - f) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.
 - g) the amount of funds that has been forwarded to entities not party to the Agreement, if applicable. Reports shall include an appendix with information on such entities which have received funds during the reporting period.
- 6.4. Financial reports shall be signed by the financial manager (or equivalent) as well as by an authorised representative of the Implementing Partner.

7. Audit

- 7.1. The Implementing Partner shall ensure that the Project is audited. The audit shall be carried out in accordance with conditions set out in this Article and the Terms of Reference for Audit annexed to the Agreement.
- 7.2. The audit shall be carried out by an external, independent and qualified auditor who is a member of the International Federation of Accountants (IFAC). The audit shall be conducted in accordance with international audit standards issued by International Auditing and Assurance Standards Board (IAASB). If the audit is conducted in accordance with national audit standards which have been assessed to be equivalent to international audit standards, RWI shall approve that in advance. The signing auditor shall not be contracted for the assignment for more than a seven-year period.
- 7.3. RWI reserves the right to approve the Implementing Partner's selection of the auditor and may require that the auditor shall be replaced if RWI finds that the auditor has not

performed satisfactorily or if there is any doubt to the auditor's independence or professional standards.

- 7.4. The cost for the audit shall be paid by the Implementing Partner and shall be a part of the agreed budget for the Project, unless otherwise expressly provided for. The Implementing Partner shall ensure that the Terms of Reference for Audit are included in the engagement letter signed by the Implementing Partner and the auditor.
- 7.5. The auditor's report shall express an opinion whether the submitted annual financial report is in accordance with the Implementing Partner's accounting records and Article 6 above. The auditor shall also review additional areas during the audit if requested in the terms of reference.
- 7.6. The auditor shall submit a management letter, which shall contain both significant and other audit findings and recommendations made during the audit process. It shall also, when applicable, state which measures have been taken as a result of any previous audit and whether measures taken have been adequate to deal with reported shortcomings.
- 7.7. A management response including an action plan regarding any findings shall be produced by the Implementing Partner and submitted to RWI together with the financial report and the audit report including the management letter. The management response shall stipulate planned actions, a time frame for implementation as well as the function in charge of the implementation at the Implementing Partner.

8. Monitoring and Evaluation

- 8.1. Evaluations shall, unless otherwise agreed, conform to OECD/DAC's Quality Standards for Development Evaluation. The evaluators shall, unless otherwise agreed, use the Sida OECD/DAC Glossary of Key Terms in Evaluation.
- 8.2. Evaluations should be utilisation-focused, i.e. put emphasis on who the intended users of a specific evaluation are and the intended use of the evaluation. The evaluation process shall be designed, conducted and reported to meet the needs of the intended users.
- 8.3. RWI or SI may commission independent evaluations or studies of the Project. Before any such decisions are taken, RWI shall initiate discussions with the Implementing Partner.
- 8.4. The cost of such an evaluation or study shall be borne directly by RWI or SI or be included in the jointly agreed budget for the Project, unless otherwise agreed between the Parties.
- 8.5. If an evaluation is carried out in accordance as per the preceding two paragraphs and the circumstances so require, the Implementing Partner shall be given the opportunity to comment in advance on the Terms of Reference for the evaluation and the draft evaluation report, and receive a copy of the final evaluation report.
- 8.6. The Implementing Partner shall cooperate with and assist RWI and SI in any additional evaluations, reviews or other follow-up activities that RWI and SI may request.
- 8.7. The Implementing Partner shall have methods, routines and tools for monitoring the Project. The Implementing Partner shall use the information retrieved from monitoring for learning and adaptive management and for reporting to RWI.
- 8.8. If the Implementing Partner or another party intends to initiate a review or evaluation of activities wholly or partly supported by the funding contribution by RWI, RWI shall be informed. RWI shall also be given the opportunity to comment in advance on the Terms of

Reference for the evaluation and the draft evaluation report, and receive, without undue delay, a copy of the final evaluation report.

- 8.9. Any recommendations from evaluations to the Implementing Partner shall be addressed in a Management Response, including actions, deadlines and responsibility. The action plan shall be followed-up during evaluation meetings. Evaluation reports shall otherwise be followed up between the Parties as separately agreed.

9. Control Measures

- 9.1. Representatives of RWI, SI, and any entity SI might designate for this purpose, may at all times carry out audits, inspections, investigations, site visits or other control measures related to the Project. The objective of such control measures may *inter alia* be to verify that the funding contribution from RWI has been used in accordance with the Agreement. The costs of inspection shall be borne by RWI or SI in such case.
- 9.2. The Implementing Partner shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested. Documents and records must be easily accessible and filed to facilitate their examination and the Implementing Partner must inform any such representative of their precise location.
- 9.3. The Implementing Partner shall release the auditor from any confidentiality obligations if necessary, in order to give RWI, SI or its designated entities access to relevant audit reports, for example Management Letters.
- 9.4. The rights and obligations of this Article shall remain in force for seven (7) years following expiry or termination of the Agreement.

10. Disbursement Conditions

- 10.1. Disbursement from RWI can only be made during the validity period of the Agreement, unless otherwise agreed. A pre-condition for disbursements is that the Implementing Partner adheres to the conditions in the Agreement.
- 10.2. The remittance of funds is subject to the Implementing Partner's completion of a disbursement form (to be provided by RWI), and submission to and approval of the completed form in original copy by RWI. Persons authorised to sign on behalf of the Implementing Partner are also authorised to sign a disbursement request.
- 10.3. If previous disbursements have been made, a confirmation that the Project is being implemented in accordance with the Agreement shall be included with the disbursement request as well as a description of the financial need for the period in question, including specification of an estimation of unused funds as per the date of the disbursement request. The financial need shall be documented through an updated cash balance statement for the Project and a reference to the approved budget. A cash balance statement shall show the opening balance, total amount spent for the period and the unspent balance. RWI will disburse the need tranche after due consideration of the financial needs.
- 10.4. In case the Implementing Partner plans to channel funds received from RWI to a third party, the Implementing Partner shall, with the disbursement request, also submit to RWI information on third parties to which it is planned the Implementing Partner will channel received funds. The information shall include an estimate of the amount to be transferred to the third party. The information shall, as necessary and in consultation with RWI, be updated during the period of implementation of the Project.

- 10.5. RWI shall, after a disbursement request has been received, and after documentation that should be submitted as per the conditions for disbursements according to the paragraphs above has been approved, ensure the remittance of funds. The Implementing Partner shall immediately acknowledge in writing the receipt of the funds to the person responsible at RWI for the implementation of this Agreement. The acknowledgment must include information on the exact amount received and the date of receipt.
- 10.6. The first disbursement request from an Implementing Partner shall be accompanied by a letter sent from the bank to RWI including an assurance regarding the following: bank account holder, bank account number, as well as the currency of the account. Subsequent disbursement requests need to be accompanied by a new bank letter only if the Implementing Partner has made any changes regarding any of the above-mentioned bank details.
- 10.7. If RWI, for reasons beyond its control, cannot provide funds granted under the Agreement, no compensation liability to the Implementing Partner shall ensue, provided that the Implementing Partner has been notified without unreasonable delay.

11. Exchange Rate Fluctuations

- 11.1. If the funds provided by RWI are converted into another currency than Swedish Kronor (SEK) / the currency used in the agreed budget, the exchange shall be made through a national or commercial bank, unless otherwise approved by RWI.
- 11.2. If exchange rate fluctuations decrease the value of the funds provided by RWI to such an extent that this will have consequences for the implementation of the Project, the Implementing Partner shall inform RWI as soon as possible.
- 11.3. If exchange rate fluctuations increase the value of the funds provided by RWI, the gain shall be treated as income and be part of the outstanding balance, which shall be repaid to RWI according to article 28.1.

12. Intellectual Property Rights, Equipment and Consumables

- 12.1. Ownership of, and intellectual property rights to results, reports and other documents produced by the Implementing Partner as part of the implementation of the Project shall be vested in the Implementing Partner. RWI and SI shall have a non-exclusive and royalty-free license to use (including by third parties on RWI's and SI behalf) such results, reports and other documents at its own discretion, and, in particular to store, modify (in consultation with the Implementing Partner), translate, display, reproduce by any technical procedure, publish or communicate by any medium. The Implementing Partner shall ensure that it has (i) all rights required for RWI's and SI's aforementioned license and (ii) all rights to use any pre-existing intellectual property rights necessary to implement the Agreement.
- 12.2. In case natural, recognisable persons are depicted in a photograph or film included in a report submitted by the Implementing Partner to RWI under the Agreement, the Implementing Partner shall in the report include a statement of these persons giving their permissions for the described use of their images. The above does not refer to photographs taken or films shot in places where random members of the public are identifiable only hypothetically and to public persons acting in their public activities.
- 12.3. Unless otherwise specified in the Agreement, equipment, vehicles and consumables paid for by the funds provided by RWI are, after the end of the Project activity period, the property of the Implementing Partner, unless otherwise agreed. In relevant cases, the equipment, vehicles or consumables shall be transferred to the partner(s) of the

Implementing Partner and/or the final beneficiaries of the Project (as described in the Agreement, its annexes or the Agreement Documents). This shall be done at the latest by the end of the activity period. Copies of the proofs of transfer of any equipment for which the purchase price was more than EUR 5,000 per item, shall be attached to the final financial report. The Template for Transfer of Ownership of Assets (included among the Agreement Documents) shall be used. Proofs of transfer of equipment for which the purchase price was less than EUR 5,000 per item shall be kept by the Implementing Partner for control purposes.

- 12.4. All matters associated with equipment, consumables and intellectual property rights in relation to implementation of the Project by the Implementing Partner are the exclusive responsibility of the Implementing Partner.

13. Financial Management and Retention of Documents

- 13.1. The Implementing Partner shall keep accurate accounts of the Project's income and expenditure using an appropriate accounting- and double-entry book-keeping system in accordance with the applicable accounting- and bookkeeping requirements and regulations in the jurisdiction of the Implementing Partner.
- 13.2. The accounts shall be kept up to date at least on a monthly basis. Bank reconciliations and cash reconciliations shall be completed at least every month and shall be documented by the Implementing Partner.
- 13.3. If possible, the Implementing Partner shall keep the funding contribution received from RWI on a separate interest-bearing bank account. All funds shall be held on this account until such time as they are required for payment in respect of agreed activities. The account shall be signed by two persons jointly.
- 13.4. Income and expenditures relating to the Project must be easily identifiable and verifiable, by using a separate balance sheet account for the Project and by ensuring that Project expenditure can be easily identified and traced within the general accounting- and bookkeeping systems. The account must provide details of bank interest accrued on the funding contribution from RWI.
- 13.5. The Implementing Partner shall financially separate that part of the operations which manages the funding contribution from RWI from parts of its operations, if any, which pursue commercial activities. The Implementing Partner shall ensure that the funding contribution from RWI is only allocated to the part of the operations which does not pursue or perform economic or commercial activities. The Implementing Partner shall ensure that nothing of the funding contribution from RWI funds is reallocated from the grant funded operations to commercial parts of the operations. The Implementing Partner shall furthermore ensure that grant funded activities and economic or commercial activities are accounted for separately/autonomously, and that overhead costs, if applicable, are divided between the grant funded part of the operations which manage the funding contribution from RWI and other operations in an adequate and justifiable manner.

14. Procurement

- 14.1. RWI's Procurement Regulations, included among the Agreement Documents, together with the Agreement shall apply to the procurement of goods and services financed by the Agreement and carried out by the Implementing Partner and for any procurement carried out by any third parties to whom the Implementing Partners may have forwarded funds received by RWI.

- 14.2. Notwithstanding the previous paragraph, Implementing Partners may, with prior RWI approval, use their own procurement procedures and rules if they are considered meeting RWI standards, as provided for in RWI's Procurement Regulations, or relevant SI standards and regulations on procurement. RWI approval in such cases shall be in writing and given by the person representing RWI in the implementation of the Agreement.
- 14.3. Procurement shall be carried out in accordance with the procurement principles on non-discrimination, equal treatment, transparency, openness and predictability, proportionality and mutual recognition.
- 14.4. Procurement documentation, including all published procurement notices, shall be prepared in the English or Swedish language. The Parties may agree to the use of additional languages in a specific procurement.
- 14.5. At the request of either of the Parties, consultations may be held on any matter relating to procurement.
- 14.6. RWI and SI have, at any time during the activity period, the right to carry out checks on procurements or initiate a procurement audit. The Implementing Partner shall in such cases provide RWI and/or SI with all necessary documentation and information upon request.

15. Eligible Costs

- 15.1. Eligible costs are costs actually incurred by the Implementing Partner which meet all the following criteria:
 - a) they are incurred during the activity period as specified in the Agreement, whatever the time of actual disbursement by/to the Implementing Partner and/or its partners;
 - b) they must be included in the agreed budget for each project;
 - c) they must be necessary for the implementation of the Project;
 - d) they are identifiable and verifiable, being recorded in the accounting records of the Implementing Partner and determined according to the applicable accounting standards of the country where the Implementing Partner is established or according to International Financial Reporting Standards (IFRS) and according to the usual cost accounting practices of the Implementing Partner;
 - e) salary costs debited to the Programme Activities must be recorded throughout the duration of the Project in a systemised way and verified by supporting documentation, including payroll slips and time sheets; and
 - f) they must be reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.
- 15.2. The following costs shall not be considered eligible for financing from the Agreement:
 - a) debts, and in the case of Programmes, also debt service charges (interest);
 - b) provisions for losses or potential future liabilities;
 - c) items already financed from another agreement with RWI, from another partner or from any other source of income directly related to the RWI supported costs such as course revenue or rental revenue;
 - d) purchases or construction of real estate (land or buildings);
 - e) in the case of projects, currency exchange losses;
 - f) credits to third parties;
 - g) travel costs for business or first class;
 - h) extra allowances, such as sitting allowances, or equivalent in order to finance allowances for participating staff/participants of workshops; or
 - i) the build-up of reserves or equity.

16. Changes to the Programme Activities or the Implementing Partner

- 16.1. Agreed Project activities shall be implemented in accordance with approved project documents, terms of reference or similar agreed documentation, including budget. The Parties shall cooperate and regularly communicate with each other regarding all issues relevant to the implementation of the cooperation and the Agreement. The Implementing Partner shall during the validity period of the Agreement inform RWI about changes, deviations and events that could be of importance for RWI's relationship with the Implementing Partner or for the implementation of the Project.
- 16.2. The Implementing Partner shall immediately inform RWI if there is a risk that a project might not be implemented in accordance with the Agreement, its annexes or the Agreement Documents. The Implementing Partner shall in such case present a proposal to RWI for a solution in the matter.
- 16.3. Any significant deviations from or changes to approved project documents, terms of reference or similar agreed documentation, including budget, are subject to RWI's prior, written approval. The same applies to significant changes to, or circumstances materially affecting, the Implementing Partner's organisation for implementing a project.
- 16.4. Unless otherwise provided for in the Agreement between RWI and the Implementing Partner, RWI's prior written approval is required for reallocations from individual activity budget lines if such reallocations exceed SEK 5,000 of the total budgeted cost of any individual budget line. Notwithstanding the previous, RWI's prior written approval before reallocation is at all times required for any reallocation involving salaries/project management fees/costs and similar cost items.
- 16.5. RWI may suspend disbursements of funding until such changes have been approved.

17. Extension of the Activity Period

- 17.1. The Implementing Partner may request an extension of the activity period of a project. The request must state the reasons for the extension and supporting documentation must be enclosed. RWI shall approve or decline the request in writing.

18. Code of Conduct

- 18.1. The Implementing Partner is expected to observe the standards in the RWI Code of Conduct, which forms part of the Agreement Documents, in all relevant parts during the implementation of the Project while noting that these Terms and Conditions have precedence over the Agreement Documents, including the Code of Conduct.
- 18.2. SI and RWI are firmly committed to actively prevent and respond to sexual exploitation, sexual abuse and sexual harassment (SEAH) as defined below. This obligation applies to all staff members, consultants and other non-staff personnel, Implementing Partners, and any third parties which are involved in activities supported by RWI.

For the purpose of this Agreement, the following definitions apply:

- a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- c) Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person

19. Transparency and Confidentiality

- 19.1. The Implementing Partner shall not, without RWI's prior written consent, publicly divulge, disseminate, publish or otherwise disclose any information or data that is considered proprietary by RWI, or that is delivered or disclosed to the Implementing Partner during the course of implementation of the Project, and that is designated as confidential. Such information and data shall generally be handled with required care and discretion and be used solely for the purpose for which it was disclosed.
- 19.2. The Implementing Partner may disclose confidential information to its employees and officials, who have a need to know such confidential information solely for purposes of performing the Implementing Partner's obligations under the Agreement, its annexes and the Agreement Documents.
- 19.3. The Implementing Partner may also disclose information to the extent required by law, provided that the Implementing Partner will give RWI sufficient prior notice of a request for the disclosure of information in order to allow RWI reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 19.4. The obligations and restrictions of confidentiality shall be effective during the term of the Agreement, including any extension thereof, and shall remain effective following any termination of the Agreement.
- 19.5. Subject to what is stated in the above provisions, both Parties shall have the right to publish any documents or other informational data relating to the Project on its internet sites and other relevant media.
- 19.6. The Implementing Partner is aware that SI is subject to *inter alia* the Swedish Freedom of the Press Act (1949:105) and Public Access to Information and Secrecy Act (2009:400). Upon request for the disclosure of documents received by SI, SI must in each case assess if such document may be disclosed in whole, or, where there are grounds for confidentiality, disclosed in part. SI's assessment regarding confidentiality may be subject to review by an administrative court.

20. Corruption and other Irregularities

- 20.1. The Implementing Partner and RWI are committed to work actively to prevent, counteract, detect and identify all forms of corruption and other irregularities within and related to the Project, RWI or the Implementing Partner. This obligation applies to all staff members, consultants and other non-staff personnel and to Third Parties and beneficiaries otherwise of the support from RWI and funding granted by SI.
- 20.2. Corruption and other irregularities refers to all kinds of:
 - a) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain;
 - b) misappropriation of cash, inventory and all other kinds of assets;
 - c) financial and non-financial fraudulent statements; and
 - d) all other use of Project funds which is not in accordance with the Agreement, the Agreement Documents and the annexes to the Agreement.

- 20.3. The Implementing Partner must:
- a) take the risk of corruption and other irregularities into account when planning and implementing the Project and identify key risks and risk mitigation measures. If a risk of corruption and other irregularities is identified, risk mitigation measures must be adopted to reduce the identified risk;
 - b) organise its operations and internal control systems in a way that corruption and other irregularities are prevented, managed and detected;
 - c) do its utmost to prevent and stop corruption and other irregularities within and related to the Project; and
 - d) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from corruption and other irregularities.
- 20.4. The Implementing Partner must immediately inform RWI of any indication or suspicion of corruption and other irregularities in or related to the Project or the Implementing Partner.
- 20.5. The Implementing Partner undertakes to investigate the presence of corruption and other irregularities and take action, including legal where appropriate, against persons who there is reason to suspect of corruption and other irregularities. The Implementing Partner shall continuously thereafter consult with RWI on the further handling of the matter. When the matter has been concluded, the Implementing Partner shall submit a final report regarding the suspected corruption and other irregularities to RWI.

21. Conflict of Interest

- 21.1. The Implementing Partner shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project. The Implementing Partner shall ensure that its staff, including its management, involved in the Project is not placed in a situation which could give rise to conflict of interest.
- 21.2. Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Implementing Partner is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.
- 21.3. If a conflict of interest occurs, the Implementing Partner shall, immediately, notify RWI thereof in writing and take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction. RWI reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

22. Financing of Terrorism

- 22.1. The Implementing Partner and RWI are committed to taking appropriate steps to ensure that funds provided under the Agreement are not used to aid, or otherwise support, terrorists or terrorist organisations.
- 22.2. The Implementing Partner agrees that it shall use all reasonable efforts to ensure that funds received under the Agreement are not used to engage in, support or promote violence, terrorist activity or related training of any kind and will take all appropriate precautions and institute all procedures necessary to prevent any portion of the funds from being so used.
- 22.3. The Implementing Partner shall screen Third Parties to ensure that no such funds, other financial assets and economic resources will be made available, directly or indirectly, to, or

for the benefit of, a natural or legal person, group or entity associated with terrorism consistent with the European Union's Consolidated list of persons, groups and entities subject to EU financial sanctions, or with the list maintained by the UN Security Council Committee established pursuant to resolution 1267 (1999).

- 22.4. The Implementing Partner shall include in agreements with third parties, contractors and sub-contractors a clause requiring that the recipient of funds disbursed under the Agreement screens potential subsequent implementing partners, contractors and sub-contractors as per article 22.3 above and uses all reasonable means to ensure that none of the funds provided under those agreements are used to benefit individuals or entities associated with terrorism.
- 22.5. If, during the validity period of the Agreement, the Implementing Partner discovers any link whatsoever with any organisation or individual associated with terrorism, it must inform RWI immediately. The Implementing Partner shall provide RWI with an account of all the known facts, and shall continuously thereafter consult with RWI on the further handling of the matter.

23. International Sanctions

- 23.1. The Implementing Partner declares, by entering into the Agreement, not to have been, or be subject, to any international sanctions or restrictive measures with which RWI is required to comply according to Swedish law. The Implementing Partner also acknowledges the duty to inform RWI of any international sanction or restrictive measures requirement that may affect the cooperation or relationship with RWI.

24. Amendment of the Agreement

- 24.1. The Agreement may at any time be amended through the exchange of letters between duly authorised representatives of the Parties. The letters exchanged to this effect shall become an integral part of the Agreement. No modification or change in the Agreement shall accordingly be valid and enforceable unless by means of such a valid written amendment to the Agreement.

25. Force Majeure

- 25.1. 'Force majeure' as used herein means any unforeseeable and irresistible act of nature, such as earthquakes or other natural disaster of overwhelming proportions, any act of war (whether declared or not), invasion, revolution, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Implementing Partner or RWI, and against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts.
- 25.2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the party affected shall give notice and full particulars in writing to the other party, of such occurrence or change, including if the affected party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Agreement.

26. Breach of the Agreement

- 26.1. Breach of agreement concerns situations where a party to the Agreement fails to perform, has made or makes any significant inaccuracy in, or otherwise materially breaches, any of its obligations under the Agreement, or if it is evident that such failure/breach will occur.
- 26.2. A material breach of the Agreement shall include, without limitation, the following situations:
- a) all or part of the funding contribution from RWI has not been used in accordance with the Agreement, including its annexes and the Agreement Documents;
 - b) the Implementing Partner has made false or incomplete statements to enter into the Agreement and/or obtain the funding contribution, or if there is suspicion of false declarations provided or failure to inform in accordance with relevant provisions of the Agreement or Agreement Documents;
 - c) the use of the funding contribution from RWI has not been satisfactorily accounted for;
 - d) the Implementing Partner has, after having been granted an extended deadline, failed to provide agreed reports, or has knowingly provided reports that do not reflect reality;
 - e) corruption and other irregularities, grave professional misconduct, violations of the RWI Code of Conduct, breach of/being or becoming subject to international sanctions, money laundering, terrorism financing or illegal activity of any form have taken place with RWI, the Implementing Partner or Third Parties;
 - f) the Implementing Partner has failed to inform RWI of indications of corruption and other irregularities or financing of terrorism or breach of international sanctions in accordance with Articles 22 and 23, respectively;
 - g) the Implementing Partner has failed to comply with Article 21 (Conflict of Interest);
 - h) either party has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established;
 - i) either party has changed legal personality or is reasonably determined by the other party to otherwise have become subject to a materially adverse change as organisation, including in its financial condition, that threatens to endanger or otherwise substantially affect the ability of to perform any of its obligations under the Agreement;
 - j) The Implementing Partner's organisation for implementing the Project has been subject to significant changes, without prior written notification to RWI;
 - k) either party is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.
- 26.3. Either party shall immediately inform the other party of any circumstances that may indicate or lead to a breach of the Agreement, and shall, in such case, provide the other party with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

27. Termination of the Agreement

- 27.1. The Agreement may, in whole or in part, be terminated at any time by mutual written consent of RWI and the Implementing Partner.
- 27.2. Each of the Parties may also terminate the Agreement upon written notice. The activity period for the concerned Project shall end three months after the date of such notice of termination of the Agreement, unless otherwise agreed between the Parties. Should RWI in such case terminate the Agreement, the Implementing Partner shall, during these three months, use its best efforts to minimise its costs and expenses and may only use the RWI contribution to cover commitments that have been established before the date of the notice of termination.

- 27.3. If the Project cannot continue without the RWI contribution, the Implementing Partner shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner. The Implementing Partner shall propose a plan and a budget for RWI's approval. Any funds that remain unused at the end of the activity period as well as any accrued interest, exchange rate income and or any financial gain shall be repaid to RWI.
- 27.4. The Implementing Partner shall submit a final report to RWI within three months of the end of the activity period, i.e. three months after the date of the notice of termination of the Agreement. The final narrative report shall meet the requirements set out in Article 4 of the Agreement and Article 5 of these Terms and Conditions. The Implementing Partner shall also submit a financial report, financial statements (as applicable) and audit report covering the period from the previous financial report until the end of the activity period, unless otherwise specified in RWI's written notice of termination.
- 27.5. If either party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Agreement, the other party shall have the right to suspend or terminate the Agreement upon two months' prior written notice.
- 27.6. RWI may also, without prejudice to any other right or remedy available, terminate the Agreement with immediate effect, giving notice in writing, if funding for the Project is discontinued.
- 27.7. In case of termination according to the two preceding paragraphs, RWI is relieved of any further obligation to provide the Implementing Partner with funding of any kind. Also in the event of such termination, the Implementing Partner shall refrain from undertaking any further or additional activities and immediately submit to RWI any financial, audit and narrative reports under the Agreement. Any funds that remain unused at the time of termination as well as any accrued interest, exchange rate income and or any financial gain shall be repaid to RWI.
- 27.8. Each party may, without prejudice to any other right or remedy available to it, terminate the Agreement, in whole or in part, with immediate effect by delivering written notice of the termination to the other party, if the other party fails to perform, has made or makes any significant inaccuracy in, or otherwise materially breaches, any of its obligations under the Agreement, or if it is evident that such failure/breach will occur, or engages in illegal activities in any form.
- 27.9. RWI may also terminate the Agreement with immediate effect if a material breach of another agreement between RWI and the Implementing Partner has been established.
- 27.10. In case of material breach of the Agreement or of another agreement between RWI and the Implementing Partner, RWI may suspend disbursement of all or parts of the funding and/or claim repayment of all or parts of the contribution. RWI also has the right to terminate the Agreement with immediate effect without paying compensation of any kind where the Implementing Partner materially breaches or otherwise fails, without justification, to fulfil any of the obligations incumbent on it and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of the sending of the letter. In the event of such termination, the Implementing Partner shall refrain from undertaking any further or additional activities and immediately submit to RWI any financial, audit and narrative reports under the Agreement.
- 27.11. In case of termination by RWI, the Implementing Partner shall also deliver to RWI any completed or partially completed deliverables which the Implementing Partner would, if the Agreement would have been fully implemented, have been required to furnish to RWI

thereunder. In the event of partial termination, the Implementing Partner shall complete activities not terminated.

27.12. RWI shall be entitled to, if claiming repayment of funds as per the provisions above, include any interest, or any other financial gain, obtained as a result of the Implementing Partner failing to fulfil its obligations under the Agreement, or otherwise materially breaching the Agreement.

27.13. Termination of the Agreement shall not release the Parties from any liability arising from any act or omission that has taken place prior to such termination.

28. Repayment of Interest, Exchange Gains and Unused Funds

28.1. At the end of the Project activity period, any unused funds shall be repaid to RWI within 45 calendar days after RWI's approval of final reporting. The repayment shall include interest income, exchange gains and other financial gains accrued on the RWI contribution, unless otherwise agreed. If the Implementing Partner also has had other sources of income than RWI's contribution to the Project, repayment of unspent funds shall be made on a pro-rata basis.

28.2. Repayments shall be made to RWI's designated bank account for repayments, details of which will be provided by RWI upon request. The transaction shall be clearly marked: "Unused funds". The name of the Implementing Partner shall be stated, along with a reference to the Agreement.

28.3. The Implementing Partner shall also in writing inform the person responsible at RWI for the Agreement in question what each repaid amount concerns. The respective amounts shall be specified. The Implementing Partner's full name and address must be stated in connection with repayments.

29. Liability

29.1. RWI and SI shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Implementing Partner or its staff or property as a direct or indirect consequence of the Programme Activities. RWI will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

29.2. The Implementing Partner shall assume sole liability towards third parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Project. The Implementing Partner shall indemnify RWI and SI against any claim or action from the Implementing Partner's employees or third parties in relation to the Project.

29.3. The above also extends It also extends to any suits, claims, demands, and liability of any nature or kind arising from the Implementing Partner providing a false declaration or failing to inform in accordance with these Terms and Conditions, or if the Implementing Partner does not observe the standards of the Code of Conduct included among the Agreement Documents.

29.4. The obligations under this Article do not lapse upon termination of the Agreement.

30. Visibility, Recognition and Publication

- 30.1. The Implementing Partner shall in all relevant cases actively seek to, in appropriate ways, publicise the results of the Project. When referring to the Project, fully or partly financed in accordance with the Agreement, the Implementing Partner shall always recognise and publicise that the activities are supported and/or carried out in cooperation with RWI and financed through SI . If forwarding funds, the Implementing Partner shall ensure that the Third Party provides the same visibility.
- 30.2. The RWI logotype and the SI logotype for promotion shall be used in the production of information materials and in information activities aimed at recipients in the country/-ies of the Project. The Implementing Partner shall ensure that use of the RWI and SI logotypes for promotion are used in accordance with the guidelines available provided for by RWI. The production of such materials is entirely the responsibility of the Implementing Partner and the liability of the contents lies, unless otherwise agreed, with the publisher. The RWI and SI logotypes for promotion shall not be used, unless otherwise agreed, in any way that can be perceived as if RWI or SI has participated in the production or supports any opinions presented. RWI and SI reserve the right to copy and distribute such material if required.
- 30.3. Notwithstanding the above, the Implementing Partner will not be required to publicise the support from RWI and the financing through SI if it would jeopardise the implementation of the Project or the safety of staff involved in, and consultants, suppliers or contractors financed under the Project.
- 30.4. The Implementing Partner shall not, in any manner whatsoever, other than as indicated above use the name or logo of RWI or SI in connection with its operations or otherwise.

31. Review Meetings

- 31.1. The Parties shall endeavour to meet regularly (review meetings) to follow-up the Agreement on *inter alia* the operations, audits and evaluations, the financial situation, methods developments and institutional learning relating to the Project and the Implementing Partner.
- 31.2. Main issues decisions made and points for follow-up (action points) discussed in review meetings shall be recorded in minutes from the meetings. Agreed minutes shall be signed by both Parties, unless otherwise agreed.

32. Assignment

- 32.1. The Agreement and/or the funding contribution may not be assigned to a third party without the prior written consent of RWI.

33. Entire Agreement

- 33.1. The Agreement, its annexes and the Agreement Documents constitute the entire agreement between the Parties and supersede and extinguish the contents of any prior and other negotiations, promises, assurances, warranties, representations, understandings and/or agreements, whether oral or in writing, pertaining to the subject of the Agreement.

34. Governing Law and Settlement of Disputes

- 34.1. The Agreement and all issues arising out of the Agreement are governed by and construed under the laws of Sweden.
- 34.2. The Parties undertake to use their best efforts to resolve any disputes or differences arising out this Agreement amicably or through a jointly appointed mediator. If a dispute is not resolved through such means, it shall be brought either before the District Court in Lund (Sweden) or before a competent court of law in the country of the defendant.