RAOUL WALLENBERG INSTITUTE
OF HUMAN RIGHTS AND HUMANITARIAN LAW

2026-09-28

GENERAL TERMS AND CONDITIONS APPLICABLE TO RWI COOPERATION PARTNER AGREEMENTS

1. Scope of Application

1.1 These general terms and conditions apply to cooperation 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 Cooperation Partner') regarding support from RWI for agreed Cooperation 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 Cooperation Partner shall be responsible for planning, management, coordination and/or follow-up (hereinafter referred to as 'the implementation') of the Project, and shall implement the Project under its own responsibility and 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 Cooperation Partner's obligations.

2.2. The Cooperation 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 Cooperation 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 Cooperation Partner has an obligation to ensure that the contribution from RWI is used exclusively to cover actual costs in accordance with the Agreement and the agreed budget. RWI's contribution shall be registered and reported in the Cooperation Partner's accounts in accordance with national acceptable accounting standards. The Cooperation Partner shall follow all applicable laws, including regarding taxes.

2.5. The Cooperation Partner shall identify, assess and mitigate any relevant risks associated with the implementation of the Project, including the risk of corruption and other irregularities, risks related to sexual exploitation, sexual abuse and sexual harassment, and any other potential negative effects.

2.6. The Cooperation Partner is responsible for ensuring that reporting and accounting are 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 Cooperation 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 the Donor

3.1. RWI has the overall responsibility to the Donor for the realisation of the Project, including all communication in accordance with relevant agreements signed between RWI and the Donor, with which RWI is required to comply. The Agreement also serves to ensure that RWI is able to fulfil all its obligations towards the Donor. As a funding agency, the Donor is not liable towards the Cooperation 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 the Donor obliged to provide an uninterrupted chain of reports so that funds distributed from the Donor to RWI can be traced to the end recipient, i.e. the Cooperation Partner.

4.2. If the Cooperation 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 Cooperation Partner under this Agreement, and inform the Cooperation Partner of RWI's comments or request additional information or supporting documents. The Cooperation 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, as a minimum, include:
   a) an account of the results achieved by the Project including any "lessons-learned" and consequent adaptations to the Project;
   b) a brief account of materialised risk to the Project, including how these have been handled in the reporting period and / or how these and newly identified risks will be handled in the future

c) an account of aggregated results and assessments on effectiveness, and a comprehensive analysis on progress and conditions for attainment of objectives for the Project, with (if applicable) references to recent evaluations;
d) a brief account of work undertaken to prevent instances of corruption and sexual exploitation, sexual abuse and sexual harassment (SEAH) from occurring in the future and, if received any allegations during the reporting period, how these were handled and any actions taken; and,
e) in addition, for any fully completed Project, a description of the main lessons learned from the Project and an assessment of the sustainability of the results achieved.

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

6. Financial Reporting

6.1. Any financial report submitted by the Cooperation Partner to 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 Cooperation 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 incomes 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.

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 incomes 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) a disclosure of exchange rate gains and / or losses. The disclosure shall include the entire chain of currency exchange effects from RWI's disbursement to the implementation of the Project to the local currency/ies within the organisation. The applied principle for handling exchange gains and/or losses shall be disclosed in a note to the financial report;
d) expenses charged / capitalised in the relevant reporting period;
e) unused funds / remaining balances and / or unutilised contributions as per the end of the reporting period, where the balance shall include a specification of any surplus or deficit from exchange gains / losses during the reporting period;
f) balance sheet, when required in accordance with the accounting principles applied;
g) explanatory notes including a description of the accounting policies used and any other explanatory material necessary for transparent financial reporting of the Project.

6.4. Financial reports shall be signed by the financial manager (or equivalent) as well as by an authorised representative of the Cooperation Partner.

7. Monitoring and Evaluation

7.1. The Cooperation Partner shall have methods, routines and tools for monitoring the Project. The Cooperation Partner shall use the information retrieved from monitoring for learning and adaptive management and for reporting to RWI.

7.2. Evaluations shall, unless otherwise agreed, conform to OECD/DAC's Quality Standards for Development Evaluation. Evaluators shall, unless otherwise agreed, use the OECD/DAC Glossary of Key Terms in Evaluation and Results-Based Management for Sustainable Development.

7.3. 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.

7.4. If the Cooperation Partner or another party initiates a review or evaluation of activities wholly or partly funded by the contribution from 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. The cost of such a review or evaluation can only be borne by the Project if this has been agreed to by RWI.

7.5. RWI or the Donor may commission independent evaluations or studies of the Project. Before any such decisions are taken, RWI shall initiate discussions with the Cooperation Partner. The cost of such an evaluation or study shall be borne directly by RWI or the Donor or be included in the jointly agreed budget for the Project, as agreed between the Parties.

7.6. If an evaluation is carried out in accordance with the preceding paragraph and the circumstances so require, the Cooperation 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.

7.7. The Cooperation Partner shall cooperate with and assist RWI and the Donor in any additional evaluations, reviews or other follow-up activities that RWI and the Donor may request.

7.8. Any recommendations to the Cooperation Partner as a result of evaluations carried out shall be addressed in a Management Response, including actions, deadlines and responsibility. The action plan shall be followed up during review meetings. Evaluation reports shall otherwise be followed up between the Parties as separately agreed.

8. Control Measures

8.1. Representatives of RWI, the Donor and any designated entity of the Donor may at all times carry out independent reviews, audits, field visits, 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 / the Donor has been used in accordance with the Agreement. The costs of inspection shall be borne by RWI or the Donor in such case.

8.2. The Cooperation 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 Cooperation Partner must inform any such representative of their precise location.

8.3. The rights and obligations of this Article shall remain in force for seven (7) years following expiry or termination of the Agreement.

9. Disbursement Conditions

9.1. 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 Cooperation Partner adheres to the conditions in the Agreement. Disbursements are made based on the financial need of the Project.

9.2. The remittance of funds is subject to the Cooperation Partner's completion of a written disbursement form (to be provided by RWI), and submission to and approval of the completed form by RWI. Persons authorised to sign on behalf of the Cooperation Partner are also authorised to sign a disbursement request.

9.3. 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 required tranche after due consideration of the financial needs.

9.4. 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 Cooperation 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 as well as the date of receipt and the exchange rate applied (if relevant).

9.5. The funding contribution provided by RWI shall be deposited by the Cooperation Partner in a bank account. The Cooperation Partner's bank account shall be signed by two persons jointly.

9.6. The first disbursement request from a Cooperation 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, IBAN (if applicable), SWIFT/Bic code, as well as the currency of the account. Subsequent disbursement requests need to be accompanied by a new bank letter only if the Cooperation Partner has made any changes regarding any of the above-mentioned bank details.

9.7. All disbursements are conditional upon the Cooperation Partner's continued compliance with the requirements of the Agreement, including, where relevant, the timely fulfilment of reporting obligations, progress in relation to Project objectives and expected results, as well as actual financial needs in accordance with approved plans including budgets.

9.8. If RWI, for reasons beyond its control, cannot provide funds granted under the Agreement, no compensation liability to the Cooperation Partner shall ensue, provided that the Cooperation Partner has been notified without unreasonable delay.

9.9. RWI may suspend disbursements, in addition to what is otherwise provided for herein, if RWI deems that significant new circumstances or developments have arisen or changes have occurred which put RWI's continued support into question.

10. Exchange Rate Fluctuations

10.1. If the funds provided by RWI are converted into another currency than Swedish Kronor (SEK) / the one used in the agreed budget, the exchange shall be made through a national or commercial bank, unless otherwise approved by RWI.

10.2. 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 Cooperation Partner shall inform RWI as soon as possible.

10.3. A currency exchange gain can be netted against currency exchange loss during the implementation of the Project. A balance shall however be established for each year in the financial report, showing the annual net of such currency exchange gains and / or losses. Any surplus balance shall be treated as income and be part of the outstanding balance, which shall be repaid to RWI according to article 27.1.

11. Intellectual Property Rights, Equipment and Consumables

11.1. Ownership of, and intellectual property rights to results, reports and other documents produced by the Cooperation Partner as part of the implementation of the Project shall be vested in the Cooperation Partner. RWI and the Donor shall have a non-exclusive and royalty-free license to use (including by third parties on RWI's and the Donor's behalf) such results, reports and other documents at its own discretion, and, in particular to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium. The Cooperation Partner shall ensure that it has (i) all rights required for RWI's and the Donor's aforementioned license and (ii) all rights to use any pre-existing intellectual property rights necessary to implement the Agreement.

11.2. In case natural, recognisable persons are depicted in a photograph or film, the Cooperation Partner shall in the final report to RWI certify that such persons have given 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.

11.3. Unless otherwise specified in the Agreement, equipment, vehicles and consumables paid for by the funds provided by RWI must be, before the end of the Project activity period, transferred to any local partners of the Cooperation Partner and / or the final beneficiaries of the Project (as described in the Project Document / s). 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 Cooperation Partner for control purposes.

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

12. Financial Management and Retention of Documents

12.1. The Cooperation 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 Cooperation Partner.

12.2. 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 Cooperation Partner.

12.3. Income and expenditures relating to the Project must be easily identifiable and verifiable, either by using separate accounts for the Project or 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.

12.4. The Cooperation 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 Cooperation 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 Cooperation 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 Cooperation 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.

12.5. The Cooperation Partner shall keep the Project's accounting records for at least seven (7) years from the time of RWI's approval of the final report for the Project. This shall include, *inter alia*, vouchers, receipts, contracts, procurement documents and bank statements.

13. Procurement

13.1. 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 Cooperation Partner and for any procurement carried out by any third parties to whom the Cooperation Partners may have forwarded funds received by RWI.

13.2. Notwithstanding the previous paragraph, Cooperation 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 standards and regulations on procurement of the Donor. RWI approval in such cases shall be in writing and given by the person representing RWI in the implementation of the Agreement.

13.3. Procurement shall be carried out in accordance with the procurement principles on non-discrimination, equal treatment, transparency, openness and predictability, proportionality and mutual recognition.

13.4. Procurement documentation, including all published procurement notices, shall be prepared in the English language. The Parties may agree to the use of additional languages in a specific procurement.

13.5. At the request of either of the Parties, consultations may be held on any matter relating to procurement.

13.6. RWI and the Donor have, at any time during the activity period, the right to carry out checks on procurements or initiate a procurement audit. The Cooperation Partner shall in such cases provide RWI and/or the Donor with all necessary documentation and information upon request.

14. Eligible Costs

14.1. Eligible costs are costs actually incurred by the Cooperation 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 Cooperation Partner and / or its partners. In particular;
   i. Costs for services shall relate to activities performed, and costs for supplies shall relate to delivery and installation of goods, during the Activity Period. Signature of a contract, placing of an order, or entering into any commitment for expenditure within the Activity Period for future delivery of services or supplies after expiry of the Activity Period do not meet this requirement.
   ii. Costs incurred should be paid before the submission of the final reports. They may be paid afterwards, provided they are listed in the final financial report together with the estimated date of payment.
   iii. An exception is permitted for costs relating to final reports including cost verification, audit and final evaluation of the Project, which may be incurred after the Activity Period
b) they must be included in the agreed budget of the 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 Cooperation Partner and determined according to the applicable accounting standards of the country where the Cooperation Partner is established or according to International Financial Reporting Standards (IFRS) and according to the usual cost accounting practices of the Cooperation Partner;
e) salary costs debited to the Project must be recorded throughout the duration of the Project in a systemised way and verified by supporting documentation. Actual time should be documented throughout the duration of the Project and be verified by a manager on a regular basis. Any discrepancies between debited time and actual time should be adjusted on a regular basis; and
f) they must be reasonable, justified and comply with the requirements of sound financial management, in particular regarding economy and efficiency.

14.2. The following costs shall not be considered eligible for financing from the Agreement:

a) debts, and in the case of Projects, also debt service charges (interest);
b) provisions for losses or potential future liabilities;
c) items already financed from another agreement with RWI or from another partner;
d) purchases or construction of real estate (land or buildings);
e) credits to third parties;
f) travel costs for business or first class;
g) extra allowances, such as sitting allowances, or equivalent in order to finance allowances for participating staff / Inivted speakers / participants of workshops for already paid staff; or
h) the build-up of reserves.

15. Changes to the Programme Activities or the Cooperation Partner

15.1. 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 Cooperation 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 Cooperation Partner or for the implementation of the Project.

15.2. The Cooperation Partner must, without delay, inform RWI of any circumstances likely to hamper or delay the implementation of the Project or if there is a risk otherwise that the Project might not be implemented in accordance with the Agreement, its annexes or the Agreement Documents. The Cooperation Partner shall in such case present a proposal to RWI for a solution in the matter.

15.3. 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 Cooperation Partner's organisation for Cooperation a project. The Cooperation Partner shall promptly inform RWI of any such significant deviations and changes to, or circumstances materially affecting, the Cooperation Partner´s organisation which may affect the Project, approved plans or budgets.

15.4. RWI may suspend disbursements of funding until such changes have been approved.

15.5. The party affected by a *force majeure* event (see article 24 below) shall: (a) provide written notice to the other party within three (3) business days of the occurrence of such an event if the affected party is thereby rendered unable, wholly or in part, to meet its obligations and responsibilities under the Agreement; (b) describe in writing the nature of the event and its expected duration; and (c) use all reasonable efforts to i) end the failure or delay and ii) minimise the effects of the event.

16. Code of Conduct

16.1. The Cooperation 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.

17. Transparency and Confidentiality

17.1. The Cooperation 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 Cooperation 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.

17.2. The Cooperation 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 Cooperation Partner's obligations under the Agreement, its annexes and the Agreement Documents.

17.3. The Cooperation Partner may also disclose information to the extent required by law, provided that the Cooperation 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.

17.4. 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.

17.5. 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.

17.6. The Cooperation Partner shall recognise any legal obligations of the Donor in relation to disclosure and public access to information. Such obligations might imply that the Donor in each case must assess if documentation may be disclosed in whole, or, where there are grounds for confidentiality, disclosed in part.

17.7. In the performance, management and monitoring of this Agreement, RWI may process personal data of the Cooperation Partner or the Cooperation Partner's employees, contractors, and other individuals involved in the Project.

17.8. Pursuant to RWI's obligations under the EU General Data Protecion Regulation 2016/679 (GDPR), RWI has issued a Data Protection Notice to the Cooperation Partner and the Cooperation Partner hereby acknowledges receipt thereof. The Data Protection Notice shall not form part of the Agreement. The Cooperation Partner shall ensure that any of its employees, contractors, Third Parties and other individuals involved in the Project whose personal data are transferred to RWI, promptly receive and take note of the information provided in RWI's Data Protection Notice.

17.9. The Cooperation Partner shall reasonably assist RWI in RWI's response to any request of the Cooperation Partner's employees, contractors, Third Parties and other individuals involved in the Project under Articles 15 to 22 GDPR.

18. Corruption and other Irregularities

18.1. The Cooperation Partner and RWI are committed to work actively to prevent corruption and other irregularities within and related to the Project, RWI or the Cooperation Partner. This obligation applies to all staff members, consultants and other non-staff personnel and to Third Parties and beneficiaries otherwise of the funding contribution from RWI.

18.2. 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.

18.3. The Cooperation Partner shall:

a) take the risk of corruption and other irregularities into account when planning and Cooperation the Project and identify key risks and risk mitigation measures. If a significant risk of corruption and other irregularities is identified, risk mitigation measures shall 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.

18.4. The Cooperation Partner shall inform RWI immediately of any indication of corruption and other irregularities in or related to the Project or the Cooperation Partner.

18.5. The Cooperation Partner undertakes to investigate the presence of corruption and other irregularities and take action, including legal actions, against persons who there is reason to suspect of corruption and other irregularities. The Cooperation Partner shall continuously thereafter consult with RWI on the further handling of the matter. When the matter has been concluded, the Cooperation Partner shall submit a final report regarding the suspected corruption and other irregularities to RWI.

19. Sexual Exploitation, Sexual Abuse and Sexual Harassment

19.1. RWI and the Cooperation Partner 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 and any third parties which are involved in activities funded by the contribution from RWI.

19.2. 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.

19.3. When the Cooperation Partner becomes aware of suspicions or complaints of SEAH, the Cooperation Partner shall take swift action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) after considering the rights, needs and wishes of the survivor/victim.

19.4. The Cooperation Partner shall promptly report to RWI any allegations of SEAH credible enough to warrant an investigation related to the Agreement as well as allegations of SEAH not directly linked to the Agreement but of relevance to the partnership with RWI. The reporting will be made without compromising the safety and due process rights of any concerned person.

20. Conflict of Interest

20.1. The Cooperation Partner shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project. The Cooperation 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.

20.2. Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of the Cooperation 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.

20.3. If a conflict of interest occurs, the Cooperation 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.

21. Respect for Restrictive Measures

21.1. The Cooperation 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. The Cooperation 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.

21.2. The Cooperation Partner is responsible for ensuring that no funds provided by RWI shall be made available to, or for the benefit of, third parties designated by the European Union under its consolidated list of persons, groups and entities subject to financial sanctions (EU Sanctions List) as provided at www.sanctionsmap.eu, or any other such restrictive measures with which RWI is required to comply. The Cooperation Partner agrees that it shall take all appropriate precautions and institute all procedures necessary to prevent any portion of the funding contribution from RWI from being so used.

21.3. The Cooperation Partner shall screen suppliers and other entities financed by the funding contribution from RWI to ensure that such parties are not included in the EU Sanctions List or that are otherwise the subject of restrictive measures with which RWI is required to comply.

21.4. The Cooperation Partner shall ensure that its agreements with suppliers oblige the recipient of funds to check its partners and suppliers against, and to use all reasonable means to ensure that none of the funds provided under those agreements are made available to, or for the benefit of, persons, groups and entities designated under, the EU Sanctions List or that are otherwise the subject of restrictive measures with which RWI is required to comply.

21.5. If, during the course of the Agreement, the Cooperation Partner discovers that any funds have been made available to, or for the benefit of, any persons, groups or entities who fall under the scope of the EU Sanctions List, or of otherwise restrictive measures with which RWI is required to comply, it must inform RWI immediately. The Cooperation 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 to jointly determine remedial measures in accordance with applicable legal frameworks.

22. Amendment of the Agreement

22.1. 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.

23. Extension of the Activity Period

23.1. The Cooperation Partner may request an extension of the Activity Period. The request must state the reasons for the extension and supporting documentation must be enclosed. RWO shall approve or decline the request in writing.

24. Force Majeure

24.1. Neither party shall be liable be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in performance under the Agreement to the extent such failure or delay results directly from any cause constituting *force majeure*.

24.2. *Force majeure* as used in this document means any unforeseeable and irresistible:
(a) act of nature, such as earthquakes or other natural disasters of overwhelming proportions;
(b) act of war (whether declared or not), hostilities, invasion, revolution, terrorism, civil unrest, or;
(c) other act of a similar nature or force;
provided that such acts arise from causes beyond the reasonable control and without the fault or negligence of the Cooperation Partner or RWI, and against which it would have been unreasonable for the affected party to take precautions when entering into the Agreement and which, having arisen, the affected party cannot avoid or overcome even by using its best efforts.

24.3. The Parties expressly acknowledge and agree that if, on the date of entry into force of the Agreement (hereinafter referred to as 'the effective date'), a state of war, armed conflict, civil unrest, or a governmental travel advisory / warning (hereinafter referred to collectively as 'the existing risk conditions') already exists in the specific country or region where the Project shall take place, such existing risk conditions shall not constitute a *force majeure* event. The Cooperation Partner represents that it has fully assessed and voluntarily assumed the operational and security risks associated with the existing risk conditions as they stand on the effective date.

24.4. The Cooperation Partner moreover acknowledges and agrees that, with respect to any obligations under the Agreement that the Cooperation Partner has, any delays or failure to perform such obligations arising from or relating to harsh conditions shall not, in and of itself, constitute *force majeure* under the Contract.

24.5. The Cooperation Partner, or RWI, may only invoke *force majeure* in relation to an ongoing conflict or risk environment if there occurs a subsequent, material, and drastic escalation or deterioration of the security situation after the effective date, which could not reasonably have been foreseen. To qualify as a *force majeure* event under these circumstances, such escalation or deterioration must:
(a) directly render the physical performance of the Project at the designated location objectively impossible rather than merely more hazardous, difficult, or onerous; or;
(b) directly result in a newly issued, mandatory evacuation order or total border / closure by relevant sovereign government authorities which physically prevents access to the location.

24.6. The burden of proof to demonstrate that such escalation or deterioration has occurred, and that it satisfies the criteria in article 24.5., rests solely on the affected party.

24.7. On receipt of notice required as per article 15.5. above, the party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected party of a reasonable extension of time in which to perform any obligations under the Agreement, while noting that termination of contract is regulated below in article 26.5.

24.8. The affected party shall, if and as agreed, resume performance of its obligations as soon as reasonably practicable after the removal of the cause constituting *force majeure*.

25. Breach of the Agreement

25.1. 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.

25.2. 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 Cooperation 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 Cooperation Partner has, after having been granted an extended deadline, failed to provide agreed reports, and / or has knowingly provided reports that do not reflect reality;
e) corruption and other irregularities, grave professional misconduct, SEAH, violations of the RWI Code of Conduct, failure to comply with / breach of / being or becoming subject to restrictive measures / international sanctions, money laundering, terrorism financing or illegal activity of any form have taken place with RWI, the Cooperation Partner or Third Parties;
f) the Cooperation Partner has failed to inform RWI of indications of corruption and other irregularities or SEAH or breach of restrictive measures / international sanctions in accordance with Articles 18, 19 and 21, respectively;
g) failure of the Cooperation Partner to take preventive measures against sexual exploitation, sexual abuse or sexual harassment, to investigate allegations thereof, or to take corrective action when sexual exploitation, sexual abuse or sexual harassment has occurred;
h) the Cooperation Partner has failed to comply with Article 20 (Conflict of Interest);
i) 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;
j) either party has changed legal personality, without prior written notification to the other Party, 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;
k) The Cooperation Partner's organisation for Cooperation the Project has been subject to significant changes, without prior written notification to RWI;
l) 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.

25.3. 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.

26. Termination of the Agreement

26.1. The Agreement may, in whole or in part, be terminated at any time by mutual written consent of RWI and the Cooperation Partner.

26.2. 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 Cooperation Partner shall, during these three months, use its best efforts to minimise its costs and expenses to cover commitments that have been established before the date of the notice of termination.

26.3. If the Project cannot continue without the RWI contribution, the Cooperation Partner shall use these three months to discontinue or scale down the Project promptly and in an orderly and financially sound manner. The Cooperation 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.

26.4. The Cooperation 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 Cooperation Partner shall also submit a financial report and financial statements (as applicable) 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.

26.5. If either party is rendered 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, without further liability, to terminate the Agreement upon one months' prior written notice following the notice given of the occurrence of a *force majeure* event by the affected party (see article 15.5. above).

26.6. 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.

26.7. In case of termination according to the two preceding paragraphs, RWI is relieved of any further obligation to provide the Cooperation Partner with funding of any kind. In the event of such termination, the Cooperation Partner shall refrain from undertaking any further or additional activities and immediately submit to RWI any financial 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.

26.8. 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.

26.9. RWI may also terminate the Agreement with immediate effect if a material breach of another agreement between RWI and the Cooperation Partner has been established.

26.10. In case of material breach of the Agreement, or of another agreement, between RWI and the Cooperation 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 Cooperation 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 Cooperation Partner shall refrain from undertaking any further or additional activities and immediately submit to RWI any financial, audit and narrative reports under the Agreement.

26.11. In case of termination by RWI, the Cooperation Partner shall also deliver to RWI any completed or partially completed deliverables which the Cooperation 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 Cooperation Partner shall complete activities not terminated.

26.12. 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 Cooperation Partner failing to fulfil its obligations under the Agreement, or otherwise materially breaching the Agreement, and / or if there is a suspicion of corruption or other irregularities, or a failure to comply with obligations regarding restrictive measures.

26.13. 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.

27. Repayment of Interest, Exchange Gains and Unused Funds

27.1. At the end of the Project activity period, any unused funds shall be repaid to RWI as soon as possible and at the latest 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 Cooperation 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.

27.2. 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 Cooperation Partner shall be stated along with RWI's project number for the Project and a reference to the Agreement.

27.3. The Cooperation 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 Cooperation Partner's full name and address must be stated in connection with repayments.

28. Liability

28.1. RWI and the Donor shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by the Cooperation 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.

28.2. The Cooperation 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 Cooperation Partner shall indemnify RWI and the Donor against any claim or action from the Cooperation Partner's employees or third parties in relation to the Project.

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

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

29. Visibility, Recognition and Publication

29.1. The Cooperation 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 Cooperation Partner shall always recognise and publicise that the activities are supported and / or carried out in cooperation with RWI and financed by the Donor.

29.2. The RWI logotype and any logotype of the Donor for promotion shall be used in the production of information materials and in information activities. The Cooperation Partner shall ensure that use of the RWI, Donor logotypes for promotion are used in accordance with guidelines available, as well as otherwise provided for by RWI. The production of such materials is entirely the responsibility of the Cooperation Partner and the liability of the contents lies, unless otherwise agreed, with the publisher. The RWI or the Donor's logotypes for promotion shall not be used, unless otherwise agreed, in any way that can be perceived as if RWI or the Donor has participated in the production or supports any opinions presented. RWI and the Donor reserve the right to copy and distribute such material if required.

29.3. Notwithstanding the above, neither the Cooperation Partner nor any Third Party will be required to publicise the support from RWI and the financing through the Donor 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.

29.4. The Cooperation Partner shall not, in any manner whatsoever, other than as indicated above, use the name or logo of RWI or the Donor in connection with its operations or otherwise.

30. Review Meetings

30.1. The Parties shall regularly communicate with each other on all matters relevant to the implementation of the Project and the Agreement.

30.2. The Parties shall endeavour to meet regularly (review meetings) to follow-up the Agreement in relation to *inter alia* the operations, results achieved audits and evaluations, lessons-learned, adaptations, the financial situation, methods developments and institutional learning relating to the Project and the Cooperation Partner.

30.3. 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.

31. Assignment

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

32. Entire Agreement

32.1. The Agreement, its annexes and the Agreement Documents contains all the terms agreed to by the Parties and supersede, replace and extinguish the contents of any prior or other discussions, negotiations, promises, assurances, warranties, representations, understandings and/or agreements, whether oral or in writing, pertaining to the subject of the Agreement.

33. Applicable Law and Settlement of Disputes

33.1. The Agreement and all issues arising out of the Agreement are governed by and construed under the laws of Sweden.

33.2. 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.