**Grant Agreement**

Intervention number: 300009155

**1. Parties**

1.1 This agreement (hereinafter referred to as Agreement) is established between,

1. the Grant provider, Swedish Association for Economical Liberation in the Gambia, 802472-9132 (hereinafter referred to as “Grant Provider”) and
2. the Partner organisation, Sololo Tabokoto Kankilling Kafoo, TIN 1810007504 (hereinafter referred to as "Partner").

1.2 The Grant Provider and the Partner are referred to separately as a "Party" and jointly as the "Parties".

**2. Agreement parts and application**

2.1. The Grant Provider has been authorised to provide the Partner with grants originating from Sida (the Swedish International Development Cooperation Agency), through ForumCiv. The Agreement concerns the intervention which ForumCiv supports in accordance with the Decision Memorandum of ForumCiv (hereinafter referred to as "Decision Memorandum").

The following documents form part of this Agreement:

1. Project plan including annexes Goal and risk matrix, Timetable (hereinafter referred to as Project plan)
2. Project budget (hereinafter referred to as “Budget”)

2.2. The Parties are bound to adhere to and to fully comply with what is stated in ForumCiv's Anti-Corruption Policy, Procurement Regulations, Audit instruction and General Conditions. In the case of differences between these documents and the Agreement, the Agreement will the take precedence, and in the case of differences between the different documents the documents will take precedence over each other in the above-mentioned order.

**3. The Grant**

3.1. The Grant received on the basis of the Agreement may be used for the Partner's expenses in accordance with the goals and budget as stipulated in the Project plan and Budget. When using the Grant, local accounting and tax rules shall be followed to the extent that they apply.

3.2. The Grant Period, during which the Grant may be used by the Partner, shall be the period between 01-01-21 and 31-12-21.

3.3. The Partner is only entitled to make use of the allocated Grant during the Grant Period, unless otherwise approved in writing by the Grant Provider.

3.4. The Grant Provider shall, subject to ForumCiv making available sufficient funds, disburse the Grant to the Partner in accordance with the Project Plan and Budget.

**4. The Partner’s obligations**

4.1. The Partner is obliged to ensure that Grants paid out will only be used in accordance with the Agreement.

4.2. The Partner is responsible for internal management and control, safe handling of documents concerning the activities to be carried out. The Partner must plan, monitor and report the results of the activities in accordance with the Agreement, as well as having satisfactory systems for planning, monitoring and evaluating its operations.

4.3. The Partner must ensure that all activities funded with the Grant are carried out as cost-effective as possible.

4.4. The Partner is obliged to keep its accounts according to local accountancy legislation, and to conclude the current accounts with an annual report in accordance with requirements of the legislation regulating annual financial reporting (In Sweden “Årsredovisningslagen”).

4.5. The Partner is obliged to send the following documents to the Grant Provider, throughout the time the Agreement is valid, within one (1) month of their production:

1. Partner organisation’s Annual Report
2. Partner organisaton’s Annual financial statement
3. Partner organisaton’s Audits
4. Partner organisaton’s Annual Meeting Minutes
5. All the minutes showing the election of an authorized signatory at the Partner during and immediately

prior to the contract period, and any other documents or decisions showing changes with regard to

authorisation to legally bind the Partner.

4.6 The Partner is obliged to keep the Grant separated from its other funds in a separate bank account until it is used for the agreed purpose. The Grantdeposited in such an account shall be considered the property of the Grant Provider until the Partner uses the Grant in accordance with the Agreement, or until the funds are repaid to the Grant Provider.

4.7.  The bank account where the Grant is deposited shall only be accessed by authorised signatories of the Partner, and then only jointly by at least two persons. The Partner is obliged to inform the bank where the Grant is deposited about these regulations.

4.8. Any occurring exchange rate gain i.e. the Partner is receiving more in local currency than budgeted shall be repaid to the Grant Provider. The Partner can request to use exchange rate gains within the activities of the intervention. This needs to be approved in writing by the Grant Provider. Exchange rate losses are not covered by ForumCiv.

4.9. In every Annual Report, the Partner must specify the amount of foreign exchange gains and losses that occurred during the year and the Final Report must indicate the corresponding amounts for the entire Grant Period. Any surplus resulting from changes in currency exchange rates must be paid back to the Grant Provider in connection with the Final Report at the latest.

4.10 Possible interest on the bank account where the Grantis deposited shall be used by the Partner during the Grant Period in the same manner as the Grant. Current interest amounts must be reported in the Annual Report and Final Report.

4.11. Property rights and all other intellectual and industrial rights to materials, reports and other documents or intellectual property created wholly or partly through the Grant, will belong to the Partner. The Grant Provider, ForumCiv and Sida as well as any other back donor shall however always be entitled, free of charge, without restrictions in time and regardless of the form of the material or of the intellectual property rights, to use such materials within the framework of their respective activities. This shall not apply to artistic or literary works for which the Partner has no right to own the rights to. The Partner is obliged to ensure that the rights of ForumCiv, Sida or other back donors are not unduly restricted by, for example, contracts with authors or other rights holders. The Partner also needs to ensure provision of the respective donors with the materials if requested.

4.12. In the event of production of printed and published material, and in connection with activities fully or partially financed by Grant provider, the Partner shall state that the material or activity is implemented with funds from ForumCiv via Sida / Sweden, but that Sida is in no event responsible for the content.

**5. Anti Corruption**

5.1. Corruption is defined as abuse of trust, power or position for improper gain, and may include, for example, the taking and giving of bribery, fraud, fornication, unfaithfulness to the principal, extortion, deceit and nepotism. The Partner must consider and identify corruption risks and other significant risks for the implementation of its activities that are entirely or partly financed by theGrant, including establishing a clear plan for how such risks can be prevented and managed. If a significant risk of corruption was identified, risk mitigation measures have to be taken.

5.2. The Partner must expressly prohibit the involvement of their personnel and consultants in any intervention funded through ForumCiv, from receiving or being promised, requesting or giving themselves or others, or promising or offering a bribe or other undue reward, remuneration, compensation, improper gain or benefit of any kind that may constitute illegal or improper behaviour. The Partner must ensure that their staff and consultants actively work to prevent corruption and irregularities.

5.3. The Partner must actively work to prevent, deter and detect all forms of illegal or improper management or other forms of misuse of the Grant. The Partner should take immediate action to stop what is considered corrupt behaviour under 5.1. and 5.2 when noted. Further measures shall be documented and reported to

Grant Provider in accordance with 5.5.

5.4. The Partner is obliged, at its own expense, to investigate and where necessary take appropriate legal action against a person or people reasonably suspected of corruption or any other conduct involving improper gains.

5.5. The Partner shall immediately inform ForumCiv via the Grant Provider of suspicion of corruption or irregularities at the Partner, and the measures taken or intended to be taken. The Partner should continuously thereafter consult the Grant Provider on the further handling of the deviation case. When the case is closed, the Partner is required to provide the Grant Provider with a special report in accordance with ForumCiv’s approved format. The Partner shall contact ForumCiv directly in case of suspicion of corruption or irregularities at the Grant Provider.

5.6. In case of suspicion of improper use of the Grant, ForumCiv is entitled to, at the Partner's or Grant Provider’s expense; conduct a Special Audit of the use of the Grant. The Partner may also be liable for repayment in accordance with clause 11.

**6. Checks and Audit**

6.1 The Partner is obliged to carry out an annual audit (hereinafter referred to as “Annual Audit”) in accordance with ForumCiv's Audit instructions.

6.2. During the intervention period, ForumCiv, Sida and the Grant Provider can, by themselves or through contractors, carry out system or compliance audits and special audits (hereinafter referred to as “Special Audits”) whenever they wish to do so.

6.3. The Partner is required to supportively participate in any Special Audit and evaluation and promptly provide ForumCiv, Sida and the Grant Provider with all the accounting documents and other requested documents. The Partner also has the duty to provide the party performing the Special Audit access to the Partner's premises and to make the Partner’s staff available.

**7. Deviation**

7.1. The Grant Provider may, in writing and after consultation with the Partner, approve deviations in the Partner’s activities and budget. What constitutes a deviation is stipulated in the General Conditions.

**8. Information obligations**

8.1. The parties shall work together and communicate regularly with each other on all issues relevant to the implementation of the activities for which the Partner received the Grant.

8.2. The Partner is responsible to inform the Grant Provider in writing and without delay of the following:

1. There is a risk that the Project Plan will not be implemented in accordance with the Agreement.
2. The Partner ends or intends to end cooperation with the Grant Provider, as well as the background to the decision.
3. A circumstance occurs that substantially influences or prejudices the Partner’s ability to comply with the terms of the Agreement.
4. Significant changes in agreements with other funders and/or circumstances arise that may impact the Grant Provider's relationship with the Partner.
5. An event occurs in the operations of the Partner or comes to the knowledge of the Partner that could damage the organisation’s, the Grant Provider’s, ForumCiv’s or Sida's reputation.

**9. Requisition and payment of Grant**

9.1. Requisitions of the Grant shall comply with the regulations of the Grant Provider.

9.2. Payment of the Grant requires that ForumCiv has before the actual payment date provided the Grant Provider with sufficient funds.

9.3. In the event that ForumCiv during the Grant Period, wholly or partially, does not provide the Grant Provider with sufficient funding, the Grant Provider has the right to postpone or cancel one or more payment (s). In such cases, the Partner has no right to receive any form of compensation, nor compensation for incurred loss or damage, from the Grant Provider.

9.4. If requisitions of the Grant or part thereof have not taken place before the end of the financial year for which it was granted the possibility to request funds expires.

**10. Retention Obligation**

10.1. During the contract period and for a period of at least seven years thereafter, the Partner has the obligation to keep all bookkeeping and corresponding verifications, narrative and financial reports, and other documents of significance. The documents shall be kept in orderly condition and in a safe and orderly manner, and should upon request be sent to the Grant Provider. The same applies to other documentation that must be available to the Grant Provider according to the Agreement.

**11. Repayment Obligation**

11.1. The Partner shall, after the intervention period, repay unused funds to the Grant Provider. Grant Provider shall be notified in writing of the refund.

11.2. In case of core support, the repayment shall be made in proportion to the funding of the other core donors or by another model approved by ForumCiv.

11.3. If deviations occur without the written approval of the Grant Provider or ForumCiv, the Partner is obliged to immediately refund the full deviation amount to the Grant Provider, on request.

11.4. The Grant Provider has the right to demand that the Partner repays funds plus interest in case of a breach of the terms of the Agreement. Repayment obligations occur in the event that:

1. An incomplete narrative and/or financial report were submitted, or not at all. The repayment obligation affects the part of the grant for which no reporting was provided.
2. The Partner cannot prove that the Grant was used for its intended purpose and in accordance with the Agreement. The repayment obligation covers the part of the Grant whose purpose cannot be substantiated.
3. The Grant funds have been used in breach of the procurement regulations and anti-corruption policy. The repayment obligation covers the part of the Grant used in contradiction to the provisions. In the event of disagreement about the amount that has been used in violation of the provisions, it is for the Partner to provide evidence that less should be reimbursed than what the Grant Provider is claiming.
4. The agreement is terminated by either party, after which repayment shall be made of the part of the *Grant* which was foreseen for the period after the termination.
5. The Partner denies or significantly impedes that the Grant Provider, ForumCiv, Sida or any of these parties’ contractors, to conduct a Special Audit. The repayment obligation covers the part of the Grant for which an appropriate audit could not, or without, inconveniences, be carried out.
6. If the completed audit states an improper use of funds or lack of compliance with the Agreement and the Partner cannot prove the opposite, the repayment obligation covers the part of the grant that cannot be substantiated.
7. If ForumCiv, in response to actions or failure of the Partner, requests the Grant Provider to repay funds, the Partner shall repay the Grant Provider the amount corresponding to ForumCiv's request.

11.5 Repayment pursuant to clause 11.4 shall take place no later than fifteen (15) days after the Grant Provider

has made such repayment claims in writing.

11.6 In the event a refund is not made, late payment interests will apply according to the Swedish Interest Act

from the day on which the refund should have been made and until payment has reached the Grant Provider.

**12. General right to withhold funds**

12.1 In the event that the terms and conditions in the Agreement are not met or complied with by the Partner, or

if the Grant Provider reasonably fears such a breach of the Agreement, the Grant Provider is entitled to

withhold disbursal of the further Grants until the Partner demonstrates that the breach has been rectified.

The Grant Provider also has the right to withhold disbursal in case and, in so far ForumCiv withholds disbursals to the Grant Provider.

**13. Limitation of Liability**

13.1 The Grant Provider cannot be held liable for losses suffered by the Partner due to incorrect or late payment of the Grant Funds or by the Grant Provider withholding the Grant in accordance with the Agreement.

13.2 A Party cannot be held liable for losses due to circumstance beyond the Party’s control and which the Party

could not reasonably have foreseen or overcome, if the losses are not attributable to the Party’s intentional

or grossly negligent conduct.

13.3 A party can never be liable for consequential or third party losses.

13.4 The Partner is, however, always fully liable towards the Grant Provider for damage caused by wilful or

reckless conduct caused directly or indirectly affecting the Grant Provider, provided that ForumCiv

requires repayment of the Grant Provider.

**14. Complaints and statutory limitation**

14.1 Complaints in respect of errors or breaches under the Agreementmust be submitted within a reasonable

time. Complaints must always be considered if they were filed within two years after the Final Report was

submitted by the Partner.

14.2 For claims under the Agreement, such as claims for reimbursement of funds, the provisions of the Swedish Limitations Act (Sw: “Preskriptionslagen”) will apply.

**15. Governing Law and Dispute Resolution**

15.1 In the event of a dispute between the Parties concerning the Agreement, the Parties shall firstly make a

joint attempt to resolve the dispute. Otherwise, the dispute shall be settled by a Swedish court. Swedish law

exclusively applies to the Agreement.

**16. Changes**

16.1 Amendments or additions to the Agreement shall be made in writing.

16.2 The Grant Provider has the right to amend or add to the terms applied. Such changes shall only take place provided that the amendment is purposeful with regard to compliance of the agreement with or conditions set by ForumCiv.

16.3  Changes or additions in the Grant Provider's agreement conditions shall be communicated to the Partner no later than two (2) months prior to the entry into force and shall subsequently enter into force no earlier than two (2) months after such notice. If the Partner cannot reasonably accept the amendment or supplement, and the amendment or supplement constitutes a significant disadvantage for the Partner, the Partner is entitled to a termination of the agreement no later than one (1) month after such notice in writing with effect from the date the amendment would have entered into force. If this does not happen, the Partner is considered to have accepted the new terms. The Parties can, however, after the Grant Provider has given notice of a change in conditions and after consultation, decide that the change in conditions instead be made by supplementary agreements drawn up between the Parties.

16.4. The Grant Provider shall notwithstanding what is stated in 16,3, be entitled to make changes and amendments to the agreement which do not constitute a considerable disadvantage for the Partner, such as for instance, but not limited to, changes in audit requirements or templates and accounting regulations. Such amendments or additions may enter into force no earlier than one (1) month after notice thereof has reached the Partner.

**17. Term and Termination**

17.1. The Agreement shall enter into force upon signature and shall thereafter be valid until further notice with a mutual notice period of three months. Termination must be made in written. The Agreement, however, is valid until ForumCiv in written has approved the Grant Provider’s Final Report.

17.2. Either party has the right to terminate the Agreement in writing with immediate effect if the other Party substantially neglects its duties and obligations under the Agreement and undertake complete rectification within 14 days after receiving written notice to do so. If the Agreement is terminated by the Grant Provider, the Partner is obliged to submit a final report within three (3) months from the date the notice is given.

17.3. If the Grant Provider’s agreement with ForumCiv or another significant donor is terminated, the Grant Provider has the right to, without regard to the above, terminate this Agreement. The Agreement expires in such case at the same time as the Grant Provider’s agreement with ForumCiv or with other donor.

17.4 Upon termination of the Agreement, the Partner shall immediately terminate the Project Plan, given the

circumstances of each case, the fastest and most cost-effective way. The Partner must during the period of

notice only use funds paid for ongoing operations that cannot be cancelled. The Partner should to the extent possible cancel or adapt the ongoing activities considering the ending of the Agreement.

17.5 When the Agreement has been terminated, the Partner has to submit its final report at the latest after three (3) months after termination, and in connection to, repay all funds and accrued interest that have not been utilized for its purpose.

17.6 In the event that obligations under the Agreement (such as, but not limited to, accounting or repayment obligations) remain for the Partner on the date the Agreement expires, all such obligations will remain and must be dealt with in accordance with the Agreement even after the expiry or termination of the Agreement.

This Agreement is drawn up in two identical copies of which each party received one.

For Grant Provider, For Partner,

[Place] \_\_\_\_\_\_\_\_\_\_\_ 2021 [Place]\_\_\_ \_\_\_\_\_\_\_\_\_\_ 2021

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