

Partnership Agreement

This Partnership Agreement (the Agreement) has been signed between:

Swedish Partner Organisation

Organisation number: 802472-9132
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Postcode: 471 30
City, country: Skärhamn, Sweden
Contact person: Rosalie Sanyang
Telephone number: +46 73 7569687
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and

Local Partner Organisation

Organisation number: 2018/C5799
Address: Bansang. (POBOX 2306 Serrekunda)
Postcode:
City, country: The Gambia
Contact person: Omar Dem
Telephone number: +220778852
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Hereinafter referred to as “*the Parties*”

For

Project number: 300010106

1. Purpose and scope

- 1.1 The purpose and scope of this Agreement is to implement a Project in accordance with Annex II, which consists of a description of the project, including objectives ("Project Description"), and a budget ("the Budget").
- 1.2 The Swedish Partner Organisation has decided to award a Grant to be used exclusively for the implementation of the Project from 2023/01/01 until 2025/12/31(the "Project Period").
- 1.3 The Parties have agreed to enter into this Agreement, consisting of this agreement document and the Annexes below in order of priority. In the event of any conflict between the agreement document and the Annexes, the agreement document shall take precedence. In the event of any conflict between the various Annexes, the Annexes shall take precedence in the order set out below. If an Annex contains an amendment, the amendment shall take precedence over the Annex, and the amendment shall take precedence in the order in which they occur, unless otherwise specified in the Annex.

Annexes:

- Annex I: **ForumCiv General Conditions for Sida Grants** (Dated: 14-12-2022)
- Annex II: **Project description** (Decision Memo and Operational plan if applicable) and **Budget**
- Annex III: **ForumCiv's audit instruction for the Swedish Partnership Programme** (Dated: 30-09-2022)
- Annex IV: **ForumCiv's principles for purchase and procurement** (Dated: 22-11-2022)

2. The Grant

- 2.1 The Swedish Partner Organisation undertakes to fund the Project with an amount of up to SEK 944 728. (the "Grant") however only provided that ForumCiv has made sufficient funds available to the Swedish Partner Organisation.
- 2.2 The Grant shall be used exclusively to cover the actual costs of implementing the Project during the Project Period.
- 2.3 If any activity and/or cost is carried out before this Agreement has been signed, the costs may be approved retroactively by the Swedish Partner Organisation, if they are within the approved Project Description and Budget (Annex II) and within the Project Period, as specified by this Agreement.
- 2.4 The Local Partner Organisation is responsible for raising any additional funds that may be required to implement the Project properly. These shall be included in the Budget and in the reporting.
- 2.5 In development projects aimed at an audience outside Sweden, the Sweden logotype shall be used in accordance with the guidelines available at <https://identity.sweden.se>, in accordance with Article 19.3 of the General Conditions.
- 2.6 The Swedish Partner Organisation has granted an exemption from Article 10.5 of the General Conditions, as concerns EU requirements regarding GDPR.
- 2.7 In addition to the provisions of Article 15 of the General Conditions regarding breach of agreement, the following circumstances shall be considered before the Swedish Partner Organisation decides to make a recovery claim against the Local Partner Organisation:
 - a) The Local Partner Organisation's application for financial risk sharing has been approved in writing in advance by the Swedish Partner Organisation, and
 - b) That any recovery claim concerns a Partner in subsequent step of the Local Partner Organisation whom the Swedish Partner Organisation deems to be a vulnerable civil society organisation or informal actor; and

- c) The Local Partner Organisation has taken such measures in relation to the Partner in subsequent step in order to prevent breach of agreement, and to recover any misspent funds from the Partner in subsequent step, that the Swedish Partner Organisation can allow financial risk sharing.

3. Disbursements

- 3.1 The Grant shall be disbursed in accordance with Article 4 and Article 8 of the General Conditions and the disbursement plan below, based on the Project's funding needs for each subsequent period. Funding needs are defined as costs for the coming period, excluding funds from other sources available for the Project during the same period.
- 3.2 Funding needs must be documented in a simplified financial report for the project and must include references to the latest approved Budget. The simplified financial report shall show:
 - a) The total balance in the Project of the Local Partner Organisation
 - b) The total balance in the Project of Partners in subsequent step
 - c) Prognosis of the total sum of the Local Partner Organisation's payments for the period until the next disbursement
 - d) Any unused funds.
- 3.3 The Local Partner Organisation shall ensure that disbursed Grant is only used in accordance with the Agreement.
- 3.4 Disbursement will be made according to the following provisional disbursement plan:

First requisition year 1: after the agreement has been signed, for planned and approved costs for the period until the 30 of July.

Second requisition year 1: Provided the reporting and bookkeeping for the first period is accepted, The 1st of July, at the earliest , for he approved costs planned until 30:th of October.

Third requisition year 1: Provided the reporting and bookkeeping so far is accepted, The 1st of October at the earliest , The remaining amount as budgeted for the year. or approved amount according to the need for funds.

First requisition the remaining years: 1/3 of the amount according to budget for the year or approved amount according to the need for funds; in the beginning of the year

Second requisition remaining years: 1st of April at the earliest. 1/3 of the amount as budgeted for the year. or approved amount according to the need for funds,

Third requisition remaining years: The 1:st of September at the earliest, the remaining amount as budgeted for this year, or approved amount according the need for funds.

- 3.5 Disbursement is made after the Local Partner Organisation has submitted a written requisition to the Swedish Partner Organisation. The requisition shall be signed by authorised signatories, who thereby confirms that the disbursement conditions are met.
- 3.6 The Local Partner Organisation shall deposit the Grant in a bank account registered in the Local Partner Organisation's name. The bank account must be jointly signed by two authorised representatives. Documentary proof must exist to permit verification of bank account information.
- 3.7 The Local Partner Organisation shall immediately notify the Swedish Partner Organisation in writing when the funds have been received, and confirm the amount received (before any bank charges incurred by the beneficiary bank), the date of receipt and, where applicable, the exchange rate used.
- 3.8 In order for the Swedish Partner Organisation to make a disbursement within a given calendar year, the requisition must be received by the Swedish Partner Organisation no later than the 15/11 of the same year, to be able to make the disbursement.
- 3.9 All disbursements are conditional on the Local Partner Organisation's compliance with the terms of the Agreement, including reporting obligations, on progress being made towards agreed objectives and expected results and on the existence of a documented funding need.
- 3.10 In addition to what is stated in the General Conditions, The Swedish Partner Organisation has the right to suspend disbursement if the Swedish Partner Organisation considers that significant new conditions or circumstances have arisen, or that changes have occurred which give reason to reconsider The Swedish Partner Organisation's continued support of the Project.

4. Implementation of the Project

- 4.1 The Local Partner Organisation is responsible for the implementation of the Project according to the Agreement.
- 4.2 The Local Partner Organisation shall ensure that the Project is implemented with the requisite diligence, efficiency and transparency in accordance with the principles of financial management, control and cost-effectiveness, as well as best practice in the field, such as result-oriented management, and that adjustments are made to the Project on the basis of lessons learned.
- 4.3 The Local Partner Organisation shall identify, assess and prevent all types of risks related to the implementation of the Project, including the risks of corruption and other irregularities and sexual exploitation, sexual abuse and sexual harassment

(SEAH), risks related to environmental and climate justice and other potential negative consequences.

- 4.4 The Local Partner Organisation shall, without delay, notify the Swedish Partner Organisation of any circumstances that may prevent or delay the implementation of the Project.

5. Forwarding of funds to Partners in subsequent step

- 5.1 In this Project there will be no forwarding of funds to Partners in subsequent step.

The local partner is fully responsible for all money received in the project, including expenditures for meetings and activities in all areas in the project, and cannot transfer any funds, responsibility or bookkeeping to others.

6. Reporting and other documentation

- 6.1 Reporting shall be performed in accordance with the General Conditions, instructions and templates for the type of grant which the Parties have received. If the Swedish Partner Organisation has its own general conditions that are equivalent to ForumCiv's General Conditions, these can be attached to the Agreement with the Local Partner Organisation. The report shall include, inter alia, the following elements:

- a) A narrative report.
- b) A financial report, including the information set out in Article 7 below.
- c) An audit report, including a Management Letter, a Report on specifically agreed audit procedures and, if the Auditor has observations or recommendations, a Management Response, in accordance with the requirements of Article 8 below and ForumCiv's audit instruction for the Swedish Partnership Programme.
- d) The final report must include documentation of the transfer of such assets as specified in Article 6 of the General Conditions.

- 6.2 The Local Partner Organisation shall submit complete reporting yearly, according to the project plan.

- a) A Final report is to be submitted to the Swedish Partner Organisation by 15 of March after first and second project year respectively.
- b) If the Project Period is longer than 18 months, progress report(s) must be submitted to the Swedish Partner Organisation by 15/02/25 at the latest. and cover the previous year's activities. The final report replaces the progress report for the last year of the project.

- 6.3 Throughout the term of the Agreement, the Local Partner Organisation is obliged to submit the following documents to the Swedish Partner Organisation within one (1) month of their completion:

- a) Signed documentation (meeting protocol or similar) verifying the authorised signatories (or similar).
 - b) Signed documentation (annual meeting protocol or similar) of the members' discharge and election of the organisation's board; insight and review of the organisation's governance and finances; voting regarding the organisation's plans, strategies, policies, direction etc.
 - c) Signed report(s) of the organisation's operational activities during the past year.
 - d) Signed report(s) of the organisation's finances (incomes and expenditures, etc.) during the past year.
 - e) Audit report dated and signed by the auditor,
- 6.4 If the Local Partner Organisation is unable to meet the deadlines stated above, the Swedish Partner Organisation must be informed immediately.
- 6.5 All reports within the Project must be prepared in English, including the Financial reporting.

7. Financial reporting

- 7.1 A financial report shall include actual income and expenses compared to the approved Budget for the reporting period, as well as explanations for identified deviations from the budget.
- 7.2 The financial report must be signed by authorised signatories of the Local Partner Organisation.
- 7.3 The financial report shall be prepared so that direct comparisons can be made with the last approved Budget, using the same currency and budget items.
- 7.4 The financial report shall include columns with accumulated information for various budget items (both income and expenses) from previous periods.
- 7.5 The financial report shall also include:
- a) the accounting principles applied (accruals basis, cash basis or modified),
 - b) income from all sources of income, including interest and exchange gains, and the Grant, expressed both in the currency in which it was transferred and in the amount received in local currency,
 - c) exchange gains and/or losses incurred. The report shall include the whole chain of exchanges necessary to implement the Project. The accounting principle used shall be disclosed in an annotation to the financial report.
 - d) costs recorded in the current reporting period,

- e) unused funds as of the report date. The balance shall specify exchange gains or losses during the reporting period,
- f) the balance sheet (as required by the accounting principle used),
- g) explanatory notes, including a description of the accounting policies used, or any other explanatory material that may be necessary for transparent financial reporting in the Project; and
- h) where applicable, the amount that has been forwarded from the Local Partner Organisation to a Partner in subsequent step. This amount shall be specified in a note or annex including the following information: amount declared and reported by the Partner in subsequent step, amount disbursed but not yet due for reporting, and amount due for reporting but not reported. The annual report shall include an annex with information on the Partners in subsequent step that have received funding during the year.

8. Annual audit

- 8.1 The Local Partner Organisation shall have the Grant audited annually. This annual audit shall be carried out in accordance with ForumCiv's audit instruction for the Swedish Partnership Programme (Annex III). The Swedish Partner Organisation reserves the right to make additions or changes to the instructions during the contract period.
- 8.2 The audit shall be carried out by an external, independent and authorised auditor. The audit shall occur in accordance with International Standards on Auditing published by the International Auditing and Assurance Standards Board (IAASB). The signatory auditor may not be engaged for more than 7 consecutive years.
- 8.3 The Swedish Partner Organisation reserves the right to approve the Local Partner Organisation's choice of auditor, and may require the auditor to be replaced if the auditor has not performed satisfactorily, or if there are suspicions regarding the auditor's independence or professional competence.
- 8.4 The cost of the audit shall be borne by the Local Partner Organisation, shall be included in the Budget and shall be charged to the Project. The Local Partner Organisation shall ensure that ForumCiv's audit instruction for the Swedish Partnership Programme is included in the engagement letter between the Local Partner Organisation and the auditor.
- 8.5 Based on the observations made by the auditor during the audit process, and on the recommended actions outlined in the audit report, the Local Partner Organisation shall prepare a *Management Response* and submit it to the Swedish Partner Organisation. The *Management Response* shall specify the actions planned, a timeframe for their implementation and what function, among the Local Partner Organisation's staff, is responsible for their implementation.
- 8.6 The Local Partner Organisation shall condition in any agreement signed with Partners in subsequent step that the Partner in subsequent step shall perform annual

audits. Audits shall be carried out in accordance with ForumCiv's audit instruction for the Swedish Partnership Programme. The Local Partner Organisation may add additional review points to the ISRS 4400 assignment, based on its risk assessment of the Partner in subsequent step. The Local Partner Organisation shall verify that funds that have been forwarded to other parties have been audited, and that the Local Partner Organisation has addressed reported deficiencies. Significant observations/deficiencies shall be indicated in the Local Partner Organisation's reporting to the Swedish Partner Organisation. The Local Partner Organisation reserves the right to approve the choice of auditor and the terms of reference made by the Partner in subsequent step.

- 8.7 Where applicable, the Local Partner Organisation shall ensure that the Partner in subsequent step is subject to adequate audit processes that include the following:
- a) Documented verification of the auditor's independence and professional competence,
 - b) Documented verification that the reports by the auditor comply with the requirements of the Agreement; and
 - c) Documented response to the reports of the auditor, and whether adequate follow-up has been made based on the information received.

9. Financial management

- 9.1 The Local Partner Organisation shall maintain up-to-date accounts of the Project's income and expenditure by using an appropriate double-entry bookkeeping system in accordance with the accounting and bookkeeping principles and legislation in force in the country where the Local Partner Organisation is established.
- 9.2 Accounts shall be updated on at a least monthly basis. The Local Partner Organisation must complete bank and cash reconciliations on a monthly basis, and this must be documented.
- 9.3 Income and expenditure within the Project shall be easily identifiable and verifiable, either through the use of separate Project accounts, or by ensuring that Project expenditures can be easily identified and traced to and within the Local Partner Organisation's accounts and accounting systems. Any accrued interest on the Grant must be disclosed.
- 9.4 The Local Partner Organisation shall maintain the Project's accounting documentation for the duration of the Agreement, and for seven (7) years (or longer, depending on the legislation in force in the country of operations) beyond the date of expiry or termination of the Agreement. This includes, for example, vouchers, receipts, contracts, procurement documents and bank statements, or equivalent. The documents shall be maintained in a clear and secure manner and shall be made available to Swedish Partner Organisation upon request within 15 days.

10. Procurement

- 10.1 ForumCiv's principles for purchase and procurement (Annex IV), together with this Agreement, shall be used for the procurement of goods, contracts and services financed under this Agreement. If the Local Partner Organisation has its own procurement rules, which the Swedish Partner Organisation deems equivalent to ForumCiv's principles for purchase and procurement, these may instead be attached to the Agreement with the Local Partner Organisation.
- 10.2 Procurement shall be carried out in accordance with the applicable procurement principles of non-discrimination, equal treatment, proportionality, transparency, predictability and mutual recognition.
- 10.3 Procurement documents, including all published procurement notices, shall be prepared in a language which mean that the procurement can be assessed by the Swedish Partner Organisation.
- 10.4 At the request of either Party, consultations may be held on matters relating to procurement.
- 10.5 The Swedish Partner Organisation has the right, at any time during the Project period, to carry out controls on procurement within the Project, or to carry out audits on procurement. The Local Partner Organisation must provide all necessary documentation and information upon the request of the Swedish Partner Organisation.

11. Evaluations

- 11.1 Evaluation of the Project shall be carried out in accordance with the requirements set out in Article 2 of the General Conditions.

12. Special provisions

- 12.1 With exception from Article 8.7 of the General Conditions, the Swedish Partner Organisation is applying for approval to transfer part of the Grant to the Local Partner Organisation via Western Union. If granted, the Local Partner Organisation is obliged to take the measures described in the organisation's decision on which the exemption will be based.

13. Deviations and changes in the Project or in the Local Partner Organisation

- 13.1 If the Local Partner Organisation requests significant deviations from or changes to the Project, as stated below, these must be approved in writing in advance by the Swedish Partner Organisation. In the request to the Swedish Partner Organisation,

the Local Partner Organisation shall clarify the background and reason for the change and explain how the change affects the Project and the achievement of the objectives. The following constitute significant deviations from or changes to the Project:

- a) Changes to the budget that change the total sum;
- b) Reallocation of funds involving a deviation of one or more budget posts from the last approved budget by ten (10) percent or more,
- c) Changes in the budget involving changes in salaries and remuneration;
- d) Changes involving new cost types or budget items;
- e) Reallocation of funds from a Partner in subsequent step to the Local Partner Organisation;
- f) Reallocation of unused funds from one year to another within the same Agreement. Note that approvals in writing in advance are made on estimations of reallocation of unused funds. Actual reallocations are decided upon together with update of the budget during the current year;
- g) Use of exchange gains;
- h) Significant changes to planned activities that affect the objectives and results of the Project;
- i) Change of Project Period
- j) Change of Reporting Date;
- k) New or modified objectives/sub-objectives/expected results;
- l) Other changes affecting the ability of the Local Partner Organisation to implement the Project under the Agreement, such as changes in Partner in subsequent step, changes in the region/country where the Project is to be implemented or major legal, structural and/or organisational changes affecting the capacity and capability of the Local Partner Organisation.

14. Cooperation and communication

14.1 The Parties shall cooperate and communicate regularly with each other on all matters relating to the implementation of the Project and this Agreement. The Parties shall meet as agreed.

14.2 The Parties shall hold follow-up meetings if, and when, requested by either Party. The Parties shall decide the details of the agenda and procedures.

14.3 All communication between the Swedish Partner Organisation and the Local Partner Organisation in relation to this Agreement shall be made in writing between the responsible contact persons of each party. Unless otherwise agreed, communication shall be in English.

- 14.4 A message is deemed to have been received at the time of delivery, if delivered by hand, registered letter or courier to the principal addressee; or at the time of transmission in eligible form to the addressee's system, if sent by e-mail.
- 14.5 ForumCiv's project number shall be included in all communications concerning this Agreement.
- 14.6 Changes in contact details (e.g., contact person, address, e-mail, etc.) must be notified by both parties.

15. Validity period of the Agreement

- 15.1 The Agreement shall be valid from the date of signature by both Parties, and shall remain valid until terminated in accordance with the provisions of the General Conditions, or until unused funds have been reimbursed to ForumCiv, and all reporting requirements under this Agreement have been fulfilled and approved in writing by ForumCiv.
- 15.2 Termination or expiration of the Agreement shall not relieve the Parties of any liability arising from any act or omission occurring prior to such termination or expiration.

16. Invalidity

- 16.1 If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, such provision or portion thereof shall be deemed not a part of this Agreement. However, the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

17. Choice of law and dispute resolution

- 17.1 This Agreement shall be governed by Swedish law, without regard to choice of law rules.
- 17.2 All disputes, differences and claims arising in connection with this Agreement, or the breach or termination thereof, or the question of its validity, which cannot be resolved by the Parties themselves, shall be finally settled in the Swedish courts, with the Stockholm District Court as first instance.

18. Signatures

- 18.1 This Agreement is drawn up in English in duplicate originals, one for the Swedish Partner Organisation and one for the Local Partner Organisation.

For the Swedish Partner Organisation

Place, Date

Signature, authorized signatory

Name (block letters)

For the Local Partner Organisation

Place, Date

Signature, authorized signatory

Name (block letters)

For the Swedish Partner Organisation

Place, Date

Signature, authorized signatory

Name (block letters)

For the Local Partner Organisation

Place, Date

Signature, authorized signatory

Name (block letters)