

Agreement between

**Katib Cultural Association
and
The Danish Refugee Council (DRC)**

Parties to the agreement:

Katib Cultural Association	Danish Refugee Council
Represented by: Chairperson: Sabrina Mirzad Contact person: Asmat Ziraki zeerakamat@gmail.com Bjerringbrovej 115 DK-2610 Rødovre	Represented by: Malthe Mulvad Head of Unit, Extended Regional Programmes Malthe.Mulvad@drc.dk Borgergade 10, 3 rd DK-1300 Copenhagen K

This agreement includes:

- Current Agreement
- Approved Project Proposal including annexes
- Budget for the above project
- The DRC Diaspora Programme Application Guidelines
- Administrative Guidelines for the Diaspora Program and its annexes
- The Code of Conduct for the international Red Cross and Red Crescent Movement and non-governmental organisations (NGOs) in Disaster Relief;
- DRC Code of Conduct;
- DRC's Anti-Corruption Policy

Project title: Library Project
Contract number: 742-2014-48
DRC project number: 516-742

The Diaspora Programme is funded by Danida.

Contract:

1. Preamble

- 1.01 GIVEN that the participation of DRC in the establishment and funding of this project is in accordance with the principles of the humanitarian and non-political mandate of DRC;
- 1.02 GIVEN that the Parties to this Agreement have agreed to observe and respect those principles;
- 1.03 GIVEN that the Parties to this Agreement have agreed to fully cooperate and act in consultation with each other and to avail themselves of each other's advisory services during the establishment and implementation of this project, in accordance with the implementation procedures and responsibilities described in the project proposal.

2. Basic Project Data

- 2.01 Diaspora organisation: Katib Cultrual Association
- 2.02 Project title: Library Project
- 2.03 Project number: 742-2014-48
- 2.04 Location: Jaghori, Zeerak (Afghanistan)
- 2.05 Effective commencement date: 01-01-2016
- 2.06 Planned termination date: 01-04-2016
- 2.07 Reporting:
Narrative reporting
Narrative reporting must be submitted according to the Administrative Guidelines for the Diaspora Programme

Cashbooks

Midterm and final cashbooks must be submitted according to the Administrative Guidelines for the Diaspora Programme. In the event that expenses have occurred in 2015, a separate financial report will be required by 31-01-2016. This report must document all expenses in 2015.

- 2.08 Total budget amount covered by DRC within project number 742-2014-48 for activities in Jaghori, Zeerak, Afghanistan

Total Amount Granted: 400.053,00 DKK (less any expenses in 2015 as per approved 2015 financial report)

Reference is made to the attached budget. Budget deviations must be approved by DRC minimum 15 days in advance. The total is a maximum budget; all unspent funds must be returned to DRC.

The total budget must never be overspent. Katib (hereinafter referred to as *the organisation*) should consult with DRC if they anticipate any over- or under-expenditure against any budget lines. However, the organisation may be allowed to overspend up to 10% on individual budget lines, so long as this is counterbalanced by under-spending on other budget lines and the budget total does not change.

DRC will reimburse the organisation for implementing the project when:

- The expenditure is reasonable and is allowable with the agreed budget;
- The costs claimed are directly attributable to the project;
- Each cost is supported by valid documentation that clearly identifies the nature of the expense;
- The cost is realised during the project period; i.e. between the start and end dates specified in the agreement.

Own Contribution Requirements:

The organisation and their local partner are contributing to the project by financing minimum 15% of the total project expenses.

- 2.09 Instalments:
Narrative reports and cashbooks will have to be submitted and approved by DRC before the second and final instalment is made.

Instalment plan (INDIVIDUAL):

1st instalment: 21.550,35 DKK – **PAID ON 19-01-2015**

2nd instalment: 179.250,00 DKK (procurement) – **PAID ON 28-04-2015**

3rd instalment: 179.250,00 DKK – **PAID ON 14-09-2015**

4th instalment: 20.002,65 5 % of budget

Conditions for release:

On signature of contract

Upon approval of relevant procurement documentation.

When at least 60% of 1st and 2nd instalment is spent and midterm financial and narrative reports have been approved. Reports need to include expenditure of own contribution!

Upon approval of the final financial and narrative report.

DRC will transfer the first instalment upon receiving a payment request, following signature of this agreement.

Up to 5% of the organisation's project costs will be withheld by DRC until the organisation's final narrative report and cashbook have been approved.

Governing clauses:

3. General responsibilities of the organisation

The organisation shall:

The organisation's participation

3.01 Ensure that the own contribution requirement is met.

Rate of exchange

3.02 The exchange rates to be used for all transactions relating to the implementation of the project are as follow;

- the actual rate obtained when exchanging the currency subject to documentation, or, if no documentation is available

- the average monthly rates from the previous month issued by the Central Bank of Denmark or in those cases, where the Central Bank of Denmark does not issue a rate for a specific currency, the monthly exchange rate issued by EC is to be used.

When settling the final project accounts, balances in foreign currencies will be transferred to DKK using the weighted average exchange rate incurred throughout the project implementation period.

Participation of other organisations

3.03 Ensure that local partner organisations and others that receive part of the budget are not registered on either the UN or EU list of terrorist organisations.

Inform DRC of contributions from sources other than DRC, received towards project requirements which are related to the achievement of the project's objectives.

Ensure that local partner organisations have access to the approved application and budget, for transparency purposes.

Other

3.04 To the extent possible, ensure that major project equipment and project staff are insured.

3.05 When members of the organisation are travelling to the project implementation site, it is the organisation's responsibility to ensure that:

- 1) The travelling diaspora members are sufficiently covered by travel insurance;
- 2) The travelling diaspora members fulfil their tasks and responsibilities as described to DRC DP in the application and its annexes;
- 3) All payments of salary/per diem to travelling diaspora members are made in accordance with relevant Danish law.

3.06 Travel expenses must be budgeted as economically as possible. Daily and mileage allowances must not exceed the rates set by the Danish Ministry of Finance for expatriate staff and DRC/DACAAR local rates for local staff. Air travel must not exceed economy class prices, and accommodation must not exceed the rates of an ordinary tourist class hotel.

4. Implementation responsibilities of the organisation

The organisation shall:

Use of funds

4.01 Utilise the DRC funds towards the cost of implementing the project in accordance with the project application and the budget, annexed to this Agreement. The organisation shall adhere to the Administrative Guidelines for the Diaspora Programme, in connection with utilisation of funds.

Refund of unspent balances and accrued interest

4.02 Return unspent funds as well as any interest accrued on the project funds to DRC by the end of the contract.

Inspection & Monitoring

4.03 Facilitate visits by the Ministry of Foreign Affairs, the National Audit Office of Denmark, the Public Accounts Committee, DRC or any other person duly authorised by DRC to the project site(s) to evaluate the progress and achievements of the project during its period of implementation or thereafter. DRC will monitor the implementation of the project at regular intervals (app. every 6th week).

Procurement

4.04 Be fully responsible to ensure that its procurement system meets all DRC and donor requirements. While different donors have different procurement policies and requirements, common principles include fairness, transparency and "value for money".

Trainings

4.05 Participate in any mandatory trainings/meetings/briefings organised by DRC, unless agreed otherwise (in writing, to be annexed to the contract).

5. Responsibilities of DRC

DRC shall:

Provision of staff and services

5.01 Assist in the implementation of this project by making available the advisory services of its staff allocated to the Project. DRC will monitor the implementation of the project at regular intervals (app. every 6th week).

Training

5.02 Provide training in DRC financial reporting and procurement procedures to the organisation.

Non-liability

5.03 Not be liable to indemnify the organisation or any third party in respect of any claim, debt, cost, damage or demand arising out of the implementation of this project;

5.04 Not be liable for compensation for the death, disability or the effects of other hazards which may be suffered by employees or other persons as a result of or in connection with the implementation of this project.

5.05 Not be liable for any expenditure incurred in excess of the funds which they have made available under this Agreement.

5.06 Be fully indemnified and held harmless by the organisation from any and all claims, liabilities, and demands of any kind or nature, including attorneys' fees and costs of defence, made by any third party directly against DRC.

Transparency

5.07 Ensure that the organisation is informed of findings resulting from DRC monitoring of the project.

6. Other provisions

Liability of the organisation's Board Members

6.01 The Board Members of the organisation are responsible to DRC for the use of the funds received and for that the accounting and documentation of activities takes place according to the approved project document, Administrative Guidelines for the Diaspora Programme and current contract.

6.02 The organisation's Board Members are personally liable for the funds that the organisation has received from DRC, in case a reimbursement claim has arisen from an intentional or negligent, wrongful act or omission attributable to them. This applies regardless of provisions regarding board members' responsibilities stated in the organisation's articles of association.

Confidentiality

6.03 The confidentiality of any information pertaining to any individual or group of beneficiaries of the project shall be respected. The contents of any files, including computerised databases, can only be released to persons duly authorised by DRC to receive such information, and then only when in the interests of the individual or group of beneficiaries.

Anti-corruption

6.04 No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted – neither directly nor indirectly – as an inducement or reward in relation to activities funded by DRC, including tendering, awarding or execution of contracts. Any such practice will be grounds for the immediate cancellation of the project and partnership, and for such additional action, civil and/or criminal, as may be appropriate.

Transparency

6.05 DRC has the right to make information on the organisation's project available to the public, e.g. through online availability of all approved project applications, evaluations of the Diaspora Programme, etc.. Sensitive information regarding projects will not be published without prior agreement with the Diaspora Organisation.

Revisions

6.06 If during project implementation, revision of any terms of this Agreement or the Annexes thereto become advisable, including its extension beyond the termination date, then such revisions shall be made only with the written consent of the parties to this Agreement and prior to the expiration of the Agreement.

Inability to continue implementation

6.07 If during the period covered by this Agreement, the organisation is prevented from carrying out its obligations referred to in this Agreement, this fact shall be reported to DRC, who shall decide what arrangements, if any, shall be made to further implement or close this project.

Performance of duties and standards of conduct

6.08 In the performance of the duties under this Agreement, the organisation shall be exclusively responsible to DRC and shall neither seek nor accept instructions from any authority external to DRC.

6.09 The organisation shall not engage in any activity that is incompatible with those purposes and principles or the proper discharge of the duties with DRC. The organisation shall avoid any action

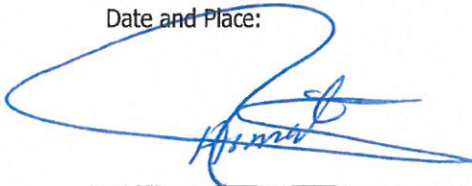
and in particular any kind of public pronouncement which may adversely reflect on DRC, the organisation or on the integrity, independence and impartiality that are required by the relationship with DRC. While the organisation is not expected to give up any national sentiments or political and religious convictions, the organisation shall at all times bear in mind the reserve and tact required by reason of the relationship with DRC.

- 6.10 Any favour, gift or remuneration from any source external to DRC which could give rise to the impression that it is connected with the performance of the signatory's duties shall not be accepted unless DRC's approval has been obtained beforehand.
- 6.11 The organisation shall not engage in activity that is incompatible with recognised humanitarian purposes and principles. The organisation shall at all times conduct itself according to accepted humanitarian principles, as laid down in the Code of Conduct for the international Red Cross and Red Crescent Movement and non-governmental organisations (NGOs) in Disaster Relief (attached to the contract).
- 6.12 The organisation must inform the beneficiaries of the services covered by this contract, how they can contact the organisation and DRC. DRC can operate complaint systems, which entitle such beneficiaries to complain about the organisation's execution of these services. The organisation can complain about DRC's performance, including that of its staff in respect of DRC's Code of Conduct, to its resident Director or, if (s)he is the object of the complaint, to DRC's regional director or to the Head of DRC's International Department in Denmark.

Settlement of disputes and choice of law

- 6.13 This Agreement shall be governed by the substantive laws of Denmark, excluding its choice of law rules.
- 6.14 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The language of the arbitration shall be English. The parties shall accept the arbitral award as final and not subject to any appeal or review.

Date and Place:



Asmat Ziraki
Contact person

Katib Cultural Association

Malthe Mulvad
Head of Unit, Extended Regional
Programmes
The Danish Refugee Council

Batur
Sabrina Mirzad *next to command*
Chairman
Katib Cultural Association