

Agreement between

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

Parties to the agreement:

Katib Cultural Association	Danish Refugee Council
Represented by: Maina Abbasi	Represented by: Christian Jacob Hansen
Chairman	Head of Section Horn of Africa and Yemen
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Lysbrovej 2a	Borgergade 10, 3rd
DK-2610 Rødovre	DK-1300 Copenhagen K

This agreement includes:

- Current Agreement
- Approved Project Proposal
- Budget for the above project
- The DRC Diaspora Program 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

Contract Number: 742-2013-12

DRC Project Number: 512-742

The Diaspora Program 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 Cultural Association
- 2.02 Project title: School project
- 2.03 Project number: 742-2013-12
- 2.04 Location: Jaghuri district, Ghazni, Afghanistan
- 2.05 Effective commencement date: 08-07-2013
- 2.06 Planned termination date: 07-07-2014
- 2.07 Reporting:
Narrative reporting
Narrative reporting must be submitted according to the Administrative Guidelines for the Diaspora Program

Cashbooks

Monthly and final cashbooks must be submitted according to the Administrative Guidelines for the Diaspora Program.

- 2.08 Total budget amount covered by DRC within project number 742-2013-12 for activities in Jaghuri district, Ghazni, Afghanistan:

Contract: 742-2013-12

Total Amount Granted: 352.228 DKK

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 Cultural Association (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 15% of the total project budget.

- 2.09 Instalments:

Narrative reports and cashbooks will have to be submitted and accepted by DRC before the second and final instalment is made.

Indicative instalment plan:
1st instalment: 55 %
2nd instalment: 35 %
3rd instalment: 10 % of budget

Anticipated dates required:
On signature of contract
At least 80% of the first instalment is spent
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 10% of the organisation's project costs will be withheld by DRC until the organisation's final narrative report and cashbook have been approved. The applicants own contribution to the budget will also need to be reported before the next instalment is made by DRC.

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 as per the approved budget.

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.

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 Ensure that major project equipment and project staff are insured.

3.05 Ensure that any members of the organisation travelling to the project implementation site are sufficiently covered by travel insurance.

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 Program, in connection with utilisation of funds.

- Refund of unspent balances
4.02 Return unspent funds to DRC by the end of the contract.

- Inspection
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.

- 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 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.

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

Provide a security briefing to those persons travelling from Denmark to Somalia/Afghanistan, funded by the project funds.

- 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 Program 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.

- 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. 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:

Maina Abbasi

Maina Abbasi
Chairman
Katib Cultural Association



Christian Jacob Hansen
Head of Section Horn of Africa / Yemen
The Danish Refugee Council