

# General Conditions

## applicable to

# Grants from Sida to NGO:s, regarding project/programme support and core support

## Table of contents

1	Work plan and Budget .....	3
2	Narrative report .....	3
3	Monitoring and evaluation .....	4
4	Control measures .....	4
5	Payment provisions .....	5
6	Exchange rate fluctuations .....	6
7	Intellectual property rights, equipment and consumables .....	6
8	Eligible costs .....	7
9	Forwarding of funds to Implementing Partners .....	8
10	Changes to the Project/Core Activities or the Cooperation Partner .....	10
11	Extension of the Activity Period .....	10
12	Transparency, confidentiality and processing of personal data .....	10
13	Corruption and other irregularities .....	11
14	Sexual exploitation, sexual abuse and sexual harassment .....	12
15	Conflict of interest .....	13
16	Respect for restrictive measures .....	13
17	Breach of the Agreement .....	14
18	Termination of the Agreement .....	15
19	Repayment of interest, exchange gains and unused funds .....	16
20	Liability .....	16
21	Visibility, recognition and publication .....	17
22	Amendments to the Agreement .....	17
23	Assignment .....	17
24	Entire Agreement .....	18

## 1 Work plan and Budget

- 1.1 Work plans to be submitted in accordance with the Specific Conditions shall be directly related to the Project/Core Activities Document and shall specify planned activities and objectives and time schedules for the upcoming reporting period.
- 1.2 Updated Budgets to be submitted in accordance with the Specific Conditions shall be based on the approved Budget, annexed to the Agreement and include estimated income to the Project/Core Activities from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Project/Core Activities in the upcoming reporting period shall be clearly stated.
- 1.3 Significant deviations from or changes to the work plan and Budget are subject to Sida's prior, written approval as outlined in article 10 of the General Conditions.

## 2 Narrative report

- 2.1 Any narrative reports to be submitted in accordance with the Specific Conditions shall describe the results achieved by the Project/Core Activities during the reporting period and an analysis of the extent to which the objectives have been achieved. The report shall be set up in a way that allows comparison with the latest approved Project Document/Application, work plan and Budget, and shall be signed by an authorised representative of the Cooperation Partner.
- 2.2 The narrative reports shall, as a minimum, include:
  - a) an account of the results achieved so far by the Project/Core Activities including any "lessons-learned" and consequent adaptations to the Project/Core Activities,
  - b) a brief account of materialised risk to the Project/Core Activities, 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 from the individual Project, including those being implemented by Implementing Partners supported by this Project, and a comprehensive analysis on progress and conditions for attainment of objectives for the Project as a whole, with (if applicable) references to recent evaluations, and
  - 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.
- 2.3 The final narrative report shall, as a minimum, include:
  - a) the items listed for the narrative reports described in article 2.2 above covering the entire Activity Period;

- b) a description of the main “lessons learned” from the Project/Core Activities; and
- c) an assessment of the sustainability of the results achieved by the Project/Core Activities.

### 3 Monitoring and evaluation

- 3.1 The Cooperation Partner shall have methods, routines and tools for monitoring the Project/Core Activities. The Cooperation Partner shall use the information retrieved from monitoring for learning and adaptive management and for reporting to Sida.
- 3.2 Evaluations shall conform to OECD/DAC’s Quality Standards for Development Evaluation. The evaluators shall use the Sida OECD/DAC Glossary of Key Terms in Evaluation.
- 3.3 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.
- 3.4 If the Cooperation Partner or another party initiates a review or evaluation of activities wholly or partly funded by the Grant, Sida shall be informed. The Cooperation Partner shall forward a copy of the report of any such review or evaluation to Sida without undue delay.
- 3.5 The Cooperation Partner shall cooperate with and assist Sida in any additional evaluations, reviews or other follow-up activities that Sida may request. The cost of any additional evaluations requested by Sida shall be borne by Sida, unless otherwise agreed.
- 3.6 Any recommendations from evaluations to the Cooperation Partner shall be addressed in a Management Response, including actions, deadlines and responsibility. The action plan shall be followed-up during Annual meetings.

### 4 Control measures

- 4.1 Representatives of Sida and the Swedish National Audit Office may at all times carry out independent reviews, audits, field visits or evaluations or other control measures related to the Project/Core Activities. The objective of such control measures may be *inter alia* to verify that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results. The costs of inspection shall be borne by Sida.
- 4.2 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 so as to facilitate their examination and the Cooperation Partner must inform any such representative of their precise location.

- 4.3 The rights and obligations of this article 4 shall remain in force for 7 years following expiry or termination of the Agreement.

## 5 Payment provisions

- 5.1 The disbursements shall be made upon Sida's receipt of written disbursement requests from the Cooperation Partner, stating Sida's contribution number, agreement title and describing the financial need for the period in question including specification of any unused funds as per the date of the disbursement request.
- 5.2 The disbursement requests shall be signed by the chief financial officer or the corresponding authorised representative of the Cooperation Partner. A confirmation that the Project/Core Activities is/are being implemented in accordance with the Agreement shall be included in the disbursement request.
- 5.3 The requested amount shall be stated in the currency of Swedish Kronor (SEK), independent of which currency the payment shall be effectuated in. The payment will be effectuated in the preferred currency as indicated by the Cooperation Partner in the request as follows:
- a) The payment will be made in the currency of SEK provided that it is clearly stated in the request that the bank account can receive SEK, or
  - b) The payment will be made in a convertible currency other than SEK provided it has been clearly stated in the request and the account can receive the currency indicated. The exchange of the SEK will be made by Sida's bank following the payment instructions from Sida.
- 5.4 In order to effectuate the payment during one specific calendar year, the request has to arrive at Sida no later than the 1st of December in order for Sida to be able to process the payment before the closing of that calendar year.
- 5.5 The financing provided by Sida shall be deposited by the Cooperation Partner in a bank account. The Cooperation Partner's bank account shall be signed by two persons jointly.
- 5.6 All disbursements will be made to the designated bank account. The following complete bank details must be included by the Cooperation Partner in the written disbursement request:
- Name of bank
  - Bank account holder,
  - Bank account number,
  - IBAN (if applicable),

- SWIFT/Bic-code (USA/Canada: Fed Wire/ABA routing),
  - Currency of the account
- 5.7 The first disbursement request shall be accompanied by a letter sent from the bank to Sida 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.
- 5.8 The Cooperation Partner shall immediately acknowledge the receipt of the funds in writing to Sida. The amount received shall be stated, as well as the date of receipt and the exchange rate applied.

## 6 Exchange rate fluctuations

- 6.1 If the Grant is converted into another currency than Swedish Kronor (SEK), the exchange shall be made through a national or commercial bank unless otherwise approved by Sida.
- 6.2 If exchange rate fluctuations decrease the value of the Grant to such an extent that this will have consequences for the implementation of the Project/Core Activities, the Cooperation Partner shall inform Sida as soon as possible.
- 6.3 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. For project/programme support, any surplus balance shall be treated as an income and be part of the outstanding balance, which shall be repaid to Sida according to article 19.1. Any deficit balance shall not be covered by Sida.

## 7 Intellectual property rights, equipment and consumables

- 7.1 Ownership of, and intellectual property rights to the Project/Core Activities's results, reports and other documents relating to it shall be vested in the Cooperation Partner. Sida shall have a non-exclusive and royalty-free license to use (including by third parties on Sida'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 Sida's aforementioned license and (ii) all rights to use any pre-existing intellectual property rights necessary to implement this Agreement.

- 7.2 In case natural, recognizable persons are depicted in a photograph or film, the Cooperation Partner shall in the final report to Sida, certify that such persons have given their permission for the use of their images as described in Article 7. The aforementioned does not apply 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.
- 7.3 In the case of Project Grant agreements, unless otherwise specified in the Special Conditions, equipment and consumables paid for by the Grant must be transferred to any local partners of the Cooperation Partner and/or the final beneficiaries of the Project (as described in the Project Document). This shall be done at the latest by the end of the Activity Period. Copies of the proofs of transfer of any equipment for which the purchase price was more than 5,000 Euros per item, shall be attached to the final financial report. The template Transfer of ownership of assets form, annexed to the Agreement shall be used. Proofs of transfer of equipment for which the purchase price was less than 5,000 Euro per item shall be kept by the Cooperation Partner for control purposes.
- 7.4 All matters associated with equipment, consumables and intellectual property rights are the exclusive responsibility of the Cooperation Partner.

## 8 Eligible costs

- 8.1 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 article 1.2 of the Special Conditions, whatever the time of actual disbursement by the Cooperation Partner and/or its Implementing 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/Core Activities, which may be incurred after the Activity Period,
  - b) they must be indicated in the estimated overall budget of the Project/Core Activities and further detailed in the approved work plan and Budget,
  - c) they must be necessary for the implementation of the Project/Core Activities,

- 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/Core Activities must be recorded throughout the duration of the Project/Core Activities 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.
- 8.2 The following costs shall not be considered eligible for financing from this 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 Sida or another financing agency;
  - 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/invited speakers/participants of workshops for already paid staff; or
  - h) the build-up of reserves.

## 9 Forwarding of funds to Implementing Partners

- 9.1 The Cooperation Partner is responsible for ensuring that all commitments towards Sida are fulfilled when forwarding all or part of the Grant to an Implementing Partner.
- 9.2 The Cooperation Partner is responsible for the follow-up of Grant funds being forwarded to an Implementing Partner, including assessments of organisational capacity, internal management, control and risk, as well as the monitoring and evaluation of the activities. The Cooperation Partner confirms that it has and throughout the Agreement will uphold the necessary organisational capacity, internal management, control, systems and procedures to fulfil this obligation.

- 9.3 The Cooperation Partner shall enter into a written agreement with the Implementing Partner before any funds can be requested and disbursed from the Cooperation Partner to the Implementing Partner. The agreement shall specify that the Implementing Partner is required to comply with the provisions of this Agreement and shall ensure that the Cooperation Partner is able to fulfil all its obligations towards Sida hereunder.
- 9.4 The agreement between the Cooperation Partner and the Implementing Partner shall have provisions related to *inter alia* reporting, monitoring, evaluation, audit, procurement, duty to provide information and measures to prevent, identify and remedy corruption and other irregularities. Furthermore, the agreement shall explicitly state that:
- a) both the Cooperation Partner, Sida and the Swedish National Audit Office shall have the same access to undertake the control measures related to the Implementing Partner's use of the Grant as described in article 4 of the General Conditions.
  - b) the Cooperation Partner shall be entitled to claim repayment of the Grant from the Implementing Partner in the same instances and to the same extent that Sida is entitled to claim repayment from the Cooperation Partner and to exercise all other rights that Sida may exercise towards the Cooperation Partner hereunder.
  - c) A respect for restrictive measures clause in accordance with article 16.
  - d) the Cooperation Partner shall be entitled to terminate its agreement with the Implementing Partner to the same extent that Sida is entitled to terminate this Agreement.
- 9.5 The Cooperation Partner shall take the necessary steps at the commencement of the Project/Core Activities and at regular intervals throughout the Activity Period to assess the internal controls, systems and processes of Implementing Partners and assure itself that each Implementing Partner has the necessary competence and internal procedures to meet the requirements of the Agreement and shall follow-up the Implementing Partner's compliance with the Agreement throughout the Activity Period. These assessments will be shared with Sida upon request and should determine, relative to the anticipated risk, i.a., the
- reliability and integrity of the Implementing Partner's financial controls, systems and processes;
  - effectiveness and efficiency of the Implementing Partner's Project/Core Activities operations;
  - procedures for safeguarding Project/Core Activities assets; and
  - compliance with the agreement entered into between the Cooperation Partner and the Implementing Partner pursuant to this Agreement.

- 9.6 Disbursements to an Implementing Partner shall always be made based on financial needs through bank transfer and shall be kept in a bank account. The bank account at the Implementing Party shall be signed by two persons jointly.
- 9.7 The Cooperation Partner shall remain fully accountable to Sida for any part of the Grant, including assets, that has been forwarded to an Implementing Partner.
- 9.8 This article 9 shall apply also to an Implementing Partner forwarding Grant funds to a subsequent Implementing Partner.

## 10 Changes to the Project/Core Activities or the Cooperation Partner

- 10.1 Any significant deviations from or changes to the Project Document/Application or approved work plans or Budgets are subject to Sida's prior, written approval. The Cooperation Partner shall promptly inform Sida of any significant changes to, or circumstances materially affecting, the Cooperation Partner's organisation which may affect the Project Document/Application, approved work plans or Budgets.
- 10.2 Sida may suspend disbursements of the Grant until such changes have been approved.

## 11 Extension of the Activity Period

- 11.1 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. Sida shall approve or decline the request in writing.

## 12 Transparency, confidentiality and processing of personal data

- 12.1 Both Parties shall have the right to publish this Agreement, any documents or other informational data relating to the Project/Core Activities on its internet site (Sida's website for such purposes is currently [www.openaid.se](http://www.openaid.se)) and other relevant media.
- 12.2 The Cooperation Partner is aware that Sida is subject to *inter alia* the Swedish Freedom of the Press Act (1949:105) and Public Access to Information and Secrecy Act (2009:400). Upon request for the disclosure of this Agreement, or any document related to this Agreement, Sida must in each case assess if such document may be disclosed in whole, or, where there are grounds for confidentiality, disclosed in part. Sida's assessment regarding confidentiality may be subject to review by an administrative court.

- 12.3 In the performance, management and monitoring of this Agreement, Sida may process personal data of the Cooperation Partner or the Cooperation Partners employees, contractors, Implementing Partners and other individuals involved in the Project/Core Activities.
- 12.4 Pursuant to Sida's obligations under the EU General Data Protection Regulation 2016/679 (GDPR), Sida have 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, Implementing Partners and other individuals involved in the Project/Core Activities whose personal data are transferred to Sida, promptly receive and take note of the information provided in Sida's Data Protection Notice.
- 12.5 The Cooperation Partner shall reasonably assist Sida in Sida's response to any request of the Cooperation Partners employees, contractors, Implementing Partners and other individuals involved in the Project/Core Activities under Articles 15 to 22 GDPR.

## 13 Corruption and other irregularities

- 13.1 The Cooperation Partner shall work actively to prevent corruption and other irregularities within and related to the Project/Core Activities or the Cooperation Partner. This obligation applies to all staff members, consultants and other non-staff personnel and to Implementing Partners and beneficiaries of the Grant
- 13.2 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;
  - d) all other use of Project/Core Activities funds which is not in accordance with the work plan and Budget.
- 13.3 The Cooperation Partner shall:
- a) take the risk of corruption and other irregularities into account when planning and implementing the Project/Core Activities 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/Core Activities;
  - d) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project/Core Activities refrain from corruption and other irregularities.
- 13.4 The Cooperation Partner shall inform Sida immediately of any indication of corruption and other irregularities in or related to the Project/Core Activities or the Cooperation Partner.
- 13.5 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 Sida 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 Sida.

## 14 Sexual exploitation, sexual abuse and sexual harassment

- 14.1 Sida 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, implementing partners, and any third parties which are involved in activities funded by Sida.
- 14.2 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.
- 14.3 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.
- 14.4 The Cooperation partner shall promptly report to Sida any allegations of SEAH credible enough to warrant an investigation related to this agreement as well as allegations of SEAH not directly linked to this agreement but of significant impact

to the partnership with Sida. The reporting will be made without compromising the safety and due process rights of any concerned person.

## 15 Conflict of interest

- 15.1 The Cooperation Partner shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project/Core Activities. The Cooperation Partner shall ensure that its staff, including its management, involved in the Project/Core Activities is not placed in a situation which could give rise to conflict of interest.
- 15.2 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.
- 15.3 If a conflict of interest occurs, the Cooperation Partner shall, immediately, notify Sida 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.
- 15.4 Sida reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

## 16 Respect for restrictive measures

- 16.1 The Cooperation Partner is responsible for ensuring that no Grant funds 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](http://www.sanctionsmap.eu).
- 16.2 The Cooperation Partner shall actively prevent and respond to Grant funds being made available to, or to the benefit of, any entity or activity that supports or contributes to the undermining of democracy, discrimination, violations of internationally recognised human rights, the undermining of women's and girls' rights, promotion of violence, or contempt against individuals or groups based on their race, colour, national or ethnic origin, creed, or sexual orientation or expression.
- 16.3 The Cooperation Partner agrees that it shall take all appropriate precautions and institute all procedures necessary to prevent any portion of the Grant funds from being used in a manner inconsistent with 16.1 and 16.2.
- 16.4 The Cooperation Partner shall ensure that its agreements with its Implementing Partners and suppliers oblige the recipient of Grant funds to undertake similar measures and procedures as stated in 16.3.

- 16.5 The Cooperation Partner shall promptly inform Sida of any indication that Grant funds may have been used in a manner inconsistent with 16.1 and 16.2, take swift action to investigate and ensure that such use ceases, and cooperate with Sida in any follow-up or review to jointly determine remedial measures in accordance with their respective applicable legal frameworks.

## 17 Breach of the Agreement

- 17.1 If the Cooperation Partner fails to fulfil its obligations under this Agreement and/or if there is suspicion of corruption and other irregularities or a failure to comply with the obligations regarding restrictive measures, Sida may suspend disbursement of all or parts of the Grant and/or claim repayment of all or parts of the Grant. Sida also has the right to terminate the Agreement with immediate effect without paying compensation of any kind where the Cooperation Partner 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.
- 17.2 In the event of material breach of the Agreement, Sida may, in addition to suspending disbursements and/or claim repayment of all or parts of the Grant according to article 17.1 above, terminate the Agreement with immediate effect and without paying compensation of any kind.
- 17.3 Material breach of the Agreement shall include, without limitation, the following situations:
- a) all or part of the Grant has not been used in accordance with the Agreement and/or approved work plans and Budget,
  - b) the Cooperation Partner has made false or incomplete statements to obtain the Grant,
  - c) the use of the Grant has not been satisfactorily accounted for,
  - d) the Cooperation Partner has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality,
  - e) corruption and other irregularities, grave professional misconduct, money laundering, failure to comply with the obligations regarding adherence to democratic values according to article 16, restrictive measures or illegal activity of any form have taken place within the Cooperation Partner or its Implementing Partners,
  - f) the Cooperation Partner has failed to inform Sida of indications of corruption and other irregularities or its failure to comply with the obligations regarding restrictive measures in accordance with Article 13 and Article 16 of the General

Conditions respectively,

- g) The 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 15 (Conflict of Interest),
- i) the Cooperation Partner 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) the Cooperation Partner has changed legal personality without prior notification to Sida, or
- k) the Cooperation Partner 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.

17.4 If an act falls both under the definitions of corruption as per article 13.2 and sexual exploitation, sexual abuse and sexual harassment (SEAH) as per article 14.2 of these General Conditions, the act will be considered as a case of SEAH.

17.5 The Cooperation Partner shall inform Sida immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide Sida with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

17.6 Sida may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between Sida and the Cooperation Partner has been established.

17.7 Sida shall be entitled when claiming repayment to include any interest, or any other financial gain, obtained as a result of the Cooperation Partner failing to fulfil its obligations under this Agreement and/or if there is suspicion of corruption and other irregularities or a failure to comply with the obligations regarding restrictive measures.

## 18 Termination of the Agreement

18.1 Each of the Parties may terminate the Agreement upon a written notice.

18.2 The Activity Period shall end three (3) months after the date of the notice of termination. During these three months, the Cooperation Partner shall use its best efforts to minimise its costs and expenses and may only use the Grant to cover commitments that have been established before the date of the notice of termination.

18.3 If the Project/Core Activities cannot continue without the Grant, the Cooperation

Partner shall use these three months to discontinue or scale down the Project/Core Activities promptly and in an orderly and financially sound manner. The Cooperation Partner shall propose a plan and a budget for these activities for Sida'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 Sida.

- 18.4 The Cooperation Partner shall submit a final report to Sida within three months of the end of the Activity Period. The final narrative report shall meet the requirements set out in article 2 of the General Conditions. The Cooperation Partner shall also submit a financial report, financial statements (as applicable) and audit report covering the period from the previous financial report until the end of the Activity Period, unless otherwise specified in Sida's written notice of termination.

## 19 Repayment of interest, exchange gains and unused funds

- 19.1 At the end of the Activity Period, any unused funds shall be repaid to Sida as soon as possible and at the latest within 45 calendar days of Sida issuing a repayment notice to the Cooperation Partner. The repayment shall include interest income, exchange gains and other financial gains accrued on the Grant, unless otherwise agreed. If there are other financiers than Sida to the Project/Core Activities, repayment of unspent funds shall be made on a pro-rata basis
- 19.2 The Cooperation Partner is responsible for ensuring that any forwarded funds to Implementing Partners that remain unused at the end of the Activity Period are treated as an income in the Cooperation Partner's reporting to Sida and will be part of the balance that shall be repaid to Sida
- 19.3 Repayments shall be made to Sida's designated bank account for repayments, details of which will be provided by Sida upon request.
- 19.4 The transaction shall be clearly marked: "Unused funds". The name of the Cooperation Partner shall be stated, along with Sida's contribution number and agreement title.

## 20 Liability

- 20.1 Sida 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 Project/Core Activities. Sida will not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

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/Core Activities. The Cooperation Partner shall indemnify Sida against any claim or action from the Cooperation

Partner's employees or third parties in relation to the Project/Core Activities.

## 21 Visibility, recognition and publication

- 21.1 The Cooperation Partner shall actively publicise the results of the Project/Core Activities. When referring to Project activities/Core Activities, fully or partly financed in accordance with this Agreement, the Cooperation Partner shall always recognise and publicise that the activities are financed through Swedish development assistance. If forwarding funds, the Cooperation Partner shall ensure that the Implementing Partner provides the same visibility.
- 21.2 The Sweden logotype for promotion shall be used in the production of information materials and in information activities aimed at recipients in the country of the Project/Core Activities. The Cooperation Partner shall ensure that use of the "Sida" and "Sweden" logotypes for promotion are used in accordance with the guidelines available on [www.sida.se](http://www.sida.se) and <https://identity.sweden.se> respectively. The production of such materials is entirely the responsibility of the Cooperation Partner and the liability of the contents lies with the publisher. "Sida" or "Sweden" logotype for promotion shall not be used in any way that can be perceived as if Sida or Sweden has participated in the production or supports any opinions presented. Sida and other departments of the Swedish administration abroad reserve the right to copy and distribute such material if required.
- 21.3 The Cooperation partner and any Implementing partner will publish information to the International Aid Transparency Initiative (IATI) standard on all its Sida funding within three months of the start of this agreement and then as a minimum in connection to reporting to Sida.
- 21.4 Notwithstanding the above, neither the Cooperation Partner nor its Implementing Partner will be required to publicise the financing through Swedish development assistance if it would jeopardise the implementation of the Project/Core Activities or the safety of staff involved in, and consultants, suppliers or contractors financed under, the Project/Core Activities.

## 22 Amendments to the Agreement

- 22.1 The Agreement including the annexes thereto may be amended. Any such amendment must be agreed upon in writing between the Parties and shall become an integral part of the Agreement.

## 23 Assignment

- 23.1 The Agreement and/or the Grant may not be assigned to a third party without the prior written consent of Sida. This shall not, however, prevent forwarding parts of the Grant to an Implementing Partner in accordance with article 9 of the General Conditions.

## 24 Entire Agreement

24.1 This Agreement contains all the terms agreed to by the Parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.