

General Conditions applicable to Grant Agreements Cordaid, April 2013

The following General Conditions are applicable to Grant Agreements in addition to the obligations specified therein. Exclusion of one or more of the Articles of the General Conditions is to be agreed in writing.

ARTICLE 1 - DEFINITIONS

In these general conditions the following definitions shall apply:

General Conditions:	these general provisions applicable to Grant Agreements Cordaid April 2013;
AS data set:	data provided on Cordaid's request by the ORGANISATION in conformity with the Activities Standard of the IATI;
Cordaid:	Stichting Cordaid, registered and having offices at Lutherse Burgwal 10 (2512 CB) in The Hague, registered with the Chamber of Commerce under file number: 41160054;
Grant:	the maximum amount granted by Cordaid to the ORGANISATION for the implementation of project «PROJECTnummer» - «PROJECTomschrijving» ("the Project");
Grant Application:	the grant request from the ORGANISATION as submitted to Cordaid in the project «PROJECTnummer» - «PROJECTomschrijving» ("the Project"); date of the application: : «VERZOEKprojectapplicationdate_DD» «VERZOEKprojectapplicationdate_MM_UK» «VERZOEKprojectapplicationdate_YY»; project period: «VERZOEKproject_startday» «VERZOEKproject_startmonth_UK» «VERZOEKproject_startyear» until «VERZOEKPROJECT_endday» «VERZOEKproject_endmonth_UK» «VERZOEKPROJECT_endyear»;
IATI:	International Aid Transparency Initiative (www.iatistandard.org);
ORGANISATION:	The (legal) person with whom Cordaid has signed the Grant Agreement;
Agreement:	the Grant Agreement between the parties of which these General Conditions are part;
The Project:	the project «PROJECTnummer» - «PROJECTomschrijving» ("the Project");

ARTICLE 2 - DETERMINATION OF THE CONTRIBUTION, BASIC DATA

The amount of the Grant is determined by Cordaid and based on the basic data provided by the ORGANISATION. The ORGANISATION is committed to Cordaid to provide accurate and

complete data and shall not withhold any information which is relevant for the assessment of the grant application. The Grant amount is a maximum amount and never exceeds the amount of the costs actually incurred.

ARTICLE 3 - PAYMENT OF THE CONTRIBUTION

Payment of the Grant contribution is made in accordance with the payment instructions as specified in the Agreement.

ARTICLE 4 - RESERVES / SURPLUSES

The ORGANISATION that receives the Grant is not authorized to use the Grant or parts of it for the establishment of reserves, unless this constitutes an explicit element of the agreement.

Budgetary surpluses are subject to repayment to Cordaid and proportionate to the financing of the project, or, in agreement with Cordaid, are contributed to a commonly agreed goal.

ARTICLE 5 - PROVISION OF PERSONNEL AND EQUIPMENT

The ORGANISATION is responsible for the provision of personnel and equipment which ensures the proper implementation of the Project.

The ORGANISATION warrants that it is entitled to make use of the equipment, software, movable property and/or documentation and provides indemnity to Cordaid against third-party liabilities for breaching (intellectual) property rights in relation to the Project.

ARTICLE 6 - IMPLEMENTATION BY THIRD PARTIES

In the event the ORGANISATION is not entirely responsible for the implementation of the Project, the ORGANISATION shall inform Cordaid on the persons or the organisations that are involved in the implementation of the Project and shall specify the reason of the involvement of the third parties.

The ORGANISATION has the obligation through the agreements with the third parties, to ensure that the obligations from the Agreement, including the General Conditions and the annexes applicable thereto, are being complied with.

In the event Cordaid is not able to agree with the involvement of a specific third party, it shall provide the reason for its disagreement. As a consequence this third party shall not be involved by the ORGANISATION in the implementation of the Project.

ARTICLE 7 - OUTCOMES

Subject to and upon terms as laid down in these conditions or in the Agreement with regard to (intellectual) property rights and income, the outcomes of the Project serve at all times the original objectives of Cordaid, as mentioned on our website and/or in the documents attached to this Agreement: "Our Mission", "Code of Conduct". The ORGANISATION refrains from any actions which are contrary to the Cordaid purpose and principles.

ARTICLE 8 - AUTHORISATIONS / PERMISSIONS

The ORGANISATION ensures that all legal authorisations, exemptions and permissions required for the implementation of the Project are valid and/or have been granted. In the event an authorisation, exemption or permission has not been granted or shall not be granted, the ORGANISATION shall immediately inform Cordaid. Cordaid is entitled to terminate, wholly or in part, the Grant Agreement, in the event an authorisation, exemption or permission has either not been granted or shall not be granted or has been revoked on the grounds that the ORGANISATION has not complied with the conditions of the authorisation, exemption or permission.

ARTICLE 9 - IATI AND AS DATA SETS

Cordaid is committed to the International Aid Transparency Initiative (IATI) and on that account publishes information on its organisation and all of the activities and projects it is involved in.

On request, the ORGANISATION is bound to provide to Cordaid all necessary information in conformity with the Activities Standard (AS data set).

The ORGANISATION unconditionally and irrevocably grants permission to Cordaid to publish the AS data sets and all other information known to Cordaid in relation to the Project and ORGANISATION. The ORGANISATION also unconditionally and irrevocably

grants to adjust data, which includes at least safeguarding, adapting, (re-)using, disseminating or making available or any other action within the meaning of article 1b of the Data Protection Act. The ORGANISATION cannot rely on any entitlement related to services or products offered by Cordaid or third parties within the meaning of the information mentioned in this article. The ORGANISATION understands that after publication, AS data sets may be used by third parties and that Cordaid cannot warrant accuracy and correctness of the AS data sets at any time.

The ORGANISATION shall observe all laws and regulations on data protection when delivering data and indemnifies Cordaid from any liability (including fines) for non-compliance with laws and regulations.

ARTICLE 10 - ADMINISTRATION

The ORGANISATION maintains a proper accounting system which states the expenditure overview of the ORGANISATION or third parties related to the various elements of the Project. On request the ORGANISATION gives Cordaid access to the accounts.

The ORGANISATION shall retain the accounting records until seven years after closure of the Project.

ARTICLE 11 - REPORTS

The ORGANISATION shall regularly submit a written report to Cordaid and as often as Cordaid wishes or considers necessary. The submission of reports and provision of information is subject to and upon terms as laid down in the Agreement.

Within three (3) months of completion of the Project activities the ORGANISATION shall produce a final narrative and financial report. With regard to the manner of reporting, the directives provided by Cordaid shall be followed. In addition to these general directives which are applicable to each (co-financing) agreement, specific financial/audit requirements as set out in the attached Reporting Directives 10-2010. The Directives are added as an attachment to this agreement.

On request an audited statement is submitted to Cordaid as laid down in the agreement. In the event Cordaid carries out the audit, the ORGANISATION shall cooperate fully and without reservations.

ARTICLE 12 - INQUIRY

With regard to the progress of and reporting about the project, Cordaid may even after termination of the Agreement, open an inquiry.

Such an inquiry, should Cordaid so decide, be carried out by representatives of Cordaid, third parties to be nominated by Cordaid and/or persons to be jointly nominated by Cordaid and the ORGANISATION. The ORGANISATION shall at all times provide all possible cooperation.

ARTICLE 13 - CHANGE RATE FLUCTUATION AND INFLATION

The ORGANISATION is expected to take all necessary steps to counteract exchange rate fluctuations and inflation. CORDAID assumes no liability for exchange rate losses.

Exceptions to this rule are allowed following the request of the ORGANISATION, but only in exceptional circumstances.

The GRANT is to be handled with care, in other words the ORGANISATION is not allowed to enter into speculative and high-risk financial activities.

Exchange rate gains and income due to interest earned on the Grant shall upon written approval from CORDAID be used for project activities only.

Funds received from CORDAID including the exchange rate gains and interest received on CORDAID funds must be reflected in the financial reports.

ARTICLE 14 - PROPERTY OF EQUIPMENT

Movable property purchased within the framework of the Project shall become the property of the ORGANISATION, provided that at the time of the conclusion of the Grant agreement a reasonable depreciation rate is applicable for sustainable resources, whereby the depreciation costs are allocated to the Project for the duration of the Project, provided that the purchase price has not already been covered by the Grant.

ARTICLE 15 - LIABILITIES

The ORGANISATION shall be held liable for any damage suffered by Cordaid as a result of the implementation and/or applicability of the results of the Project by or on behalf of the ORGANISATION, including (bodily) injuries to staff members of Cordaid and reputational damage.

The ORGANISATION hereby indemnifies CORDAID of any damage incurred to third parties, which results from the implementation and or applicability of the results of the Project by or on behalf of the ORGANISATION. Any liability of Cordaid towards the ORGANISATION shall not be accepted on any grounds.

ARTICLE 16 - BRAND NAMES AND PUBLICITY

Every form of marketing communication from the ORGANISATION including invitations, press releases, references, reports and summaries with regard to the Project, shall be made after consultation with Cordaid or according to the provisions as laid down in the Agreement and by mentioning Cordaid as (co-)financing organisation.

In the Netherlands, Cordaid uses the brand (names) such as Cordaid Memisa, Cordaid Mensen in Nood (Caritas Nederland), Cordaid Kinderstem, Cordaid Microkrediet. If Cordaid so requests, the ORGANISATION shall cooperate in publicity activities under a brand (name) used by Cordaid, without any right to the benefit of such campaign.

The ORGANISATION unconditionally and irrevocably grants permission to Cordaid to use all information and other material (footage) related to the Project, as well as the logos used by the ORGANISATION for the purpose of publicity or any other objective.

ARTICLE 17 - INSURANCE

The ORGANISATION shall set out an insurance which covers any damage and injuries caused by staff members of the ORGANISATION or third parties which are involved in the implementation of the Project on behalf of the ORGANISATION. The ORGANISATION shall on the request from Cordaid present a copy of the insurance policy concerned.

ARTICLE 18 - AMENDMENT OF THE GRANT AGREEMENT

Amendments and additions to the Agreement shall only be valid if these are in writing and all parties have signed both copies and each party retains its own copy which shall be attached to the Agreement. This Article is not applicable in the event the ORGANISATION has provided inaccurate and/or incomplete data or has withheld information which was relevant for the assessment of the Grant application. In such case CORDAID may modify (unilaterally) the articles of the Agreement.

ARTICLE 19 - NON-COMPLIANCE, CROSS DEFAULT; SETTLEMENT OF ACCOUNTS

Default applies if the event occurs that the ORGANISATION defaults in performing any of the obligations under the Agreement; a notice of default shall not be required.

The entitlement to receive the (remaining) Grant contribution automatically terminates when the ORGANISATION no longer complies with the obligations under another agreement with Cordaid. The entitlement to receive the (remaining) Grant contribution shall not be restored even if the failure to fulfil the obligations with regard to the other agreement is no longer applicable. As long as the entitlement to receive the (remaining) Grant contribution is valid, Cordaid shall be entitled to offset the (remaining) amount of the Grant contribution

against the debt of the ORGANISATION to Cordaid with regard to the law and any other agreement between Cordaid and the ORGANISATION.

ARTICLE 20 TERMINATION OF THE AGREEMENT

Termination of the Agreement by Cordaid without intervention by the courts can take place if:

- a. the ORGANISATION no longer complies with the obligations under the Agreement, including acting against the General Conditions to the Grant Agreement and/or against the content of the annexes attached to the Agreement; or
- b. the ORGANISATION ends the implementation of the Project; or
- c. the ORGANISATION, in the opinion of CORDAID, whether because of internal changes regarding its nature and orientation, or whether due to external circumstances, may no longer be considered to be capable of implementing the Project in conformity with the Agreement, or that further implementation of the Project shall not achieve the effect originally intended, as laid down in the Project description; or
- d. corruption within the ORGANISATION or misuse of funds is ascertained; or
- e. the ORGANISATION files a petition for an official moratorium on payments or is declared bankrupt; or
- f. legal authorisation, exemption or permission has not been or shall not be granted, or shall be revoked for not complying with the conditions subject to and upon terms of the authorisation, exemption or permission.

Cordaid has the right to exercise any remedy in the event of termination of the Agreement. Apart from repayment of the Grant that was already provided, Cordaid is entitled to claim compensation.

ARTICLE 21 - VOID PROVISIONS

If and to the extent that any provision in these general conditions being or becoming void in whole or in part the other provisions of these conditions between the parties shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of the initial article.

ARTICLE 22 - MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

Cordaid is entitled to modify unilaterally the General Conditions. In the event of modification Cordaid shall provide the ORGANISATION with the newly revised and applicable General Conditions.

ARTICLE 23 SETTLEMENT OF DISPUTES; APPLICABLE LAW

Any dispute between the parties shall in first instance be brought to civil court in The Hague.

This Agreement is subject to and in accordance with Dutch law.