

## Cooperation Agreement

Between

**Representation of the Heinrich Böll Stiftung in Warsaw**

(hereinafter referred to as the **HBF**)

Żurawia 45, 00-680 Warszawa, Poland

represented by: **Irene Hahn-Fuhr** – Director of the Representation of the Heinrich Böll Stiftung in Warsaw

and

**SIEC OBYWATELSKA - WATCHDOG POLSKA**

[Civic Network – Watchdog Poland (Watchdog)]

(hereinafter referred to as the **Project Partner**)

ul. Ursynowska 22, lok. 2, 02-605 Warszawa, Poland

represented by: **Szymon Osowski**, President of the Board, and

**Katarzyna Batko-Toluć**, Vice President of the Board

Registration data: registration date of KRS: 27.11.2003, number of KRS: 0000181348, date of the updated extract of KRS: 03.10.2014, NIP: 526 284 28 72

The parties hereby enter into the following agreement for cooperation in the project:

**“Watchdog Poland - Engaging people to act for openness”**

### § 1 Project Description

1.1 The **HBF** shall cooperate with the project partner in the implementation of the following project:

- Project: **EU/ North America. Transformation and Global Issues**
- Activity number: **IPZ00071**
- Component: **Democracy / EU Integration (B1)**
- Type of project: **Creation of an online platform**
- Title: **Watchdog Poland - Engaging people to act for openness**
- Date / Duration: **13.10.2014 – 31.12.2014**
- Location(s): **Warsaw, Poland;**

1.2 The cooperation is founded on non-repayable funding provided by the German Federal Ministry for Economic Cooperation and Development (BMZ). The funding guidelines of the BMZ shall apply, as amended from time to time.

1.3 The planned activities of the project and its objectives are described in detail in the project description dated **07.10.2014** (Appendix 1 – Activity Documentation). This project description is a legally binding part of this agreement.

1.4 The point of contact at the **HBF** for all questions is: **Mr. Gert Röhrborn**, tel.: +48 22 44 01 336, mob.: +48 515 362 185, fax: 22 594 23 37, email: [gert.roehrborn@pl.boell.org](mailto:gert.roehrborn@pl.boell.org).

1.5 The point of contact for the **project partner** for all project-related questions is: **Ms. Katarzyna Batko-Toluć**, tel.: +48 22 844 73 55, mob.: +48 667 82 84 84, fax: +48 22 207 24 09, email: [katarzyna.batko@siecobywatelska.pl](mailto:katarzyna.batko@siecobywatelska.pl).

1.6 The point of contact for the **project partner** for all finance-related and administrative questions is: **Ms. Katarzyna Kołodziejczyk**, tel.: +48 22 844 73 55, mob.: +48 844 73 55 fax: +48 22 207 24 09, [katarzyna.kolodziejczyk@siecobywatelska.pl](mailto:katarzyna.kolodziejczyk@siecobywatelska.pl).

1.7 The cost and finance plan (Appendix 2) forms the financial basis of the cooperation, which both parties hereby recognize as binding.



- 1.8 The project partner shall be obligated to adhere to the provisions of the funding guidelines of the **HBF** and its appendices (Appendix 3).

## § 2 Project Implementation

- 2.1 The cooperation partners shall jointly implement the project. The nature and scope of the activities to be implemented by the cooperation partners shall be those specified in the project description **07.10.2014** (Appendix 1), including the finance plan (Appendix 2). None of the tasks defined in this cooperation agreement may be delegated to third parties. The cooperation partners shall be personally responsible for implementing their portion of the work, activities and supplies.
- 2.2 All of the written or medial works, communiqués, announcements, advertising, documentation, etc. drafted and compiled in the course of this project must include a clear reference to this cooperation in which the **HBF** is identified as a cooperation partner (Appendix 6) as follows or similar:

**“in cooperation with the Heinrich Böll Stiftung Warsaw”**

## § 3 Financing – Funding, payments, request for funds

- 3.1 The project partner shall be obligated to use the project funds according to the common rules of cost efficiency and thrift, and only for the purposes stated in this contract and its appendices.
- 3.2 The total amount of project costs funded by the **HBF** is **12.000,00 PLN**. This equates to the sum of sum in Euros **3.000,00** (= maximum funding in Euros). In the event of a change in the rate of exchange, the above sum in Euros shall represent the maximum amount to be funded by the **HBF**.
- 3.3 The total amount envisaged in the cost and finance plan shall be paid in instalments and transferred to the bank account in local currency to the account no. **63 2030 0045 1110 0000 0265 3570 (Bank Gospodarki Żywnościowej)**
- 3.4 The first instalment amounting to **9.600,00 PLN** shall be transferred following conclusion of the contract. Other instalments will be released subject to the project partner reporting a need for funds in a payment request (Fund Request from project partner, Appendix 3.1).
- 3.5 The final instalment amounts to **20 %** of the contracted amount. Payment thereof will be authorized after completion of the measure and following verification that the accounting documents are full and complete, and shall be restricted to the maximum amount of funding in Euros if and where applicable.
- 3.6 The period of project support shall begin on **13.10.-31.12.2014**. The funds released by the **HBF** must be used during the valid term of these cooperation agreement, i.e. by **31.12.2014**.
- 3.7 All income of the project partner and all funds appropriated by third parties relating to the funding purpose must be used for expenditures associated with the funding purpose. The income and appropriated funds must be accounted for in the finance plan and may result in the maximum funding amount being reduced.

## § 4 General use of funds; accounting

- 4.1 Funding of project measures must take place in local currency (see financial guidelines, Appendix 3).
- 4.2 Contractually agreed payments made by the project partner (salaries, freelance fees and honoraria, travel expenses, etc.) may not exceed the standard and acceptable local rates. The rates specified in the finance plan are binding. If the funds are not used within the expenditure deadline, the **HBF** may request the refund of the unutilized funds and charge interest on this amount.
- 4.3 The funds transferred by the **HBF** must be spent within the expenditure deadline of **2 months** following their deposit in the project account for payments due.
- 4.4 The project partner shall be obligated to keep books of account for all income and expenditures of the project in accordance with accepted standard accounting principles. Accounting for the funding to the **HBF**, in the form of a financial report, shall be governed by the regulations of the financial guidelines.

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or in the short term, the relevant statutory provision shall apply. The same shall apply to any gaps or loopholes in the cooperation agreement.

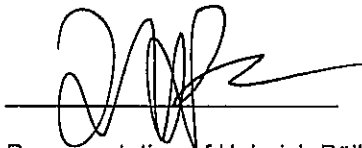
**§ 11 List of appendices**

The following appendices shall form an integral part of this agreement and be binding for both parties.

1. Project description = Activity documentation
2. Cost and finance plan
3. Financial guidelines – sample forms
  - 3.1 Concrete fund request/financial status
  - 3.2 Personnel list
  - 3.3 Documentation of competitive comparisons
  - 3.4 Inventory list
  - 3.5 Participant list
  - 3.6 Accounting sheet
4. Reporting guidelines
5. Code of Conduct of the HBF
6. HBF identity as a cooperation partner

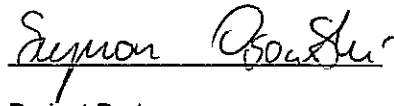
I hereby confirm that I have read the agreement and its appendices, in particular the financial guidelines, and that I accept the terms and conditions contained therein.

Warszawa, 10.10.2014



Representation of Heinrich Böll Stiftung

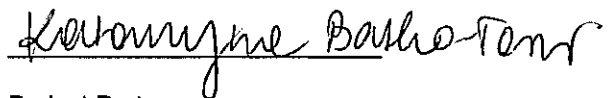
Irene Hahn-Fuhr, Director



Project Partner

Szymon Osowski

President of the Board



Project Partner

Katarzyna Batko-Toluć,

Vice President of the Board