

Cooperation Agreement

between

Representation of the Heinrich Böll Stiftung

(hereinafter referred to as the HBS)

Żurawia 45, 00-680 Warszawa

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

in Warsaw

and

Sieć Obywatelska Watchdog Polska

[Citizens Network Watchdog Poland]

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

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

represented by: **Katarzyna Batko-Toluć – Programme Director**

Registration data: registration date of KRS: 27.11.2003, number of KRS: 0000181348,

date of the updated extract of KRS: 07.04.2015, NIP: 526 284 28 72

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

Advocates of Transparency

§ 1 Project Description

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

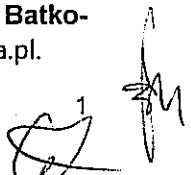
- Project: **EU/ North America. Transformation and Global Issues**
- KT: **IZP00130**
- GZ: **011-90-304.50/1 EU/NA**
- Component: **Democracy and Human Rights (B)**
- Main focus: **Civil and state institutions (B2)**
- Type of project: **Workshops**
- Title: **Advocates of Transparency**
- Date / Duration: **01.06.2015 - 30.11.2015**
- Location(s): **Warsaw, Poland**

1.2 The cooperation is founded on non-repayable funding provided **German Federal Foreign Office (AA)**. The funding guidelines of the **AA** 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 **30.04.2015** (Appendix 1 – Activity Documentation). This project description is a legally binding part of this agreement.

1.4 The point of contact at the HBS for all questions is: Mr. **Gert Röhrborn**, tel.: 0048 22 44 01 336, mob. 0048 515 362 185, fax: 0048 22 594 23 37, email: 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.: 0048 667 82 84 84 , fax: 0048 207 24 09 , email: 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.: 0048 22 844 73 55., fax: 0048 207 24 09, email: 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 **HBS** 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 **30.04.2015** (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 logo of the **HBS** and a clear reference to this cooperation in which the **HBS** is identified as a cooperation partner (Appendix 6) as follows or similar:

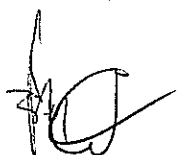
“in cooperation with the Heinrich Böll Stiftung Warsaw”

§ 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 **HBS** is **18.000,00 PLN**. This equates to the sum of sum in Euros **4.500,00** (= 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. **PL 58 2030 0045 3110 0000 0026 4460 (Bank), SWIFT: GOPZPLPW, Bank BGŻ BNP Paribas S.A.**
- 3.4 The first instalment amounting to **6.000,00 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 **01.06.2015**. The funds released by the **HBS** must be used during the valid term of these cooperation agreement, i.e. by **30.11.2015**.
- 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 **HBS** may request the refund of the unutilized funds and charge interest on this amount.



- 4.3 The funds transferred by the **HBS** must be spent within the expenditure deadline of **1 month** 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 **HBS**, in the form of a financial report, shall be governed by the regulations of the financial guidelines.
- 4.5 The cooperation partners shall be obligated to comply with of the **HBS's** Code of Conduct (see Appendix 5).

§ 5 Project Partner's Obligation to Provide Information

- 5.1 The project partner shall, in particular, inform the **HBF** without delay
- if it intends to make significant changes to the project concept (see financial guidelines,
 - if it receives funding for the same purpose from other donors after entering into this agreement,
 - if overall expenditures decrease or there is any change in the financing,
 - if conditions or circumstances relevant for the funding change or cease to exist,
 - if it becomes obvious that the objectives of the funding cannot be achieved, or cannot be achieved with the approved funding,
 - if the amounts requested or paid out cannot be spent within the specified deadline or are not used or required for their original purpose (see financial guidelines)
 - if acquisitions subject to inventory list are no longer used for the funding purpose or are no longer required (see financial guidelines),
 - if bankruptcy, insolvency or composition proceedings have been instituted or initiated against the project partner, or if such proceedings are rejected for lack of assets,
 - if portions of the funding or acquisitions financed out of the funding allocation cannot (can no longer) be utilized for the funding purpose as a result of criminal acts or events outside of the responsibility of the project partner.

§ 6 Documentation of Expenditure

- 6.1 The project partner shall submit to the **HBS** documented proof that the funds have been used. This documentation of expenditure is to be submitted by no later than **15.12.2015** for the period between **01.06.-30.11.2015**
- 6.2 The layout and structure of the documentation of expenditure are described in the financial guidelines (Appendix 3, section 3 – Proof of expenditures).

§ 7 Project Report

- 7.1 The project partner shall submit a final report to the **HBS** by no later than **15.12.2015**.
- 7.2 The report must contain a description of every measure that has been carried out and all deviations from the plan.
- 7.3 It shall illustrate what impact the development policy has had and shall evaluate the project's activities and measures in terms of the goals that had been set and the extent to which they have been achieved (see Appendix 4).

§ 8 Usage Rights

- 8.1 The project partner hereby assigns to the **HBS** the exclusive right of use – unlimited in time and space – to any and all work outcomes and any and all works subject to copyright which result from this cooperation, including the rights to transfer the same unlimited usage rights to other parties and/or to edit and refine the works.

8.2 In the event that the project partner is not the sole holder of the copyrights to the outcomes forming part of this agreement, it shall warrant that, based on the usage rights derived from the originators, it is entitled to assign the usage rights required to fulfil the purpose of this agreement.

§ 9 Reservation of Rights in Allocating Funding

9.1 As a general rule, the HBS shall demand repayment of the funding allocation if:

- overpayments have occurred,
- the funding was granted on the basis of incorrect information,
- the funding is/was not used by the project partner in accordance with this cooperation agreement and its appendices,
- the purpose of the funding could not/cannot be achieved, and the project partner is accountable for any inappropriate use,
- the AA (German Federal Foreign Office) withdraws funding.

9.2 The HBS reserves the right to suspend payment and/or demand the repayment of the funding allocation if:

- the information upon which the project funding was granted was/is incomplete,
- the project partner does not fulfil its obligations with regard to project implementation, notification or financial accounting.

9.3 The HBS reserves the right to reduce the funding allocation if:

- the funding is not used to pay the costs of the project within the specified spending deadline following payment of the allocation by the HBS,
- the overall scope of the project is reduced,
- there is a reduction or modification of the funding provided to the HBS by the AA (German Federal Foreign Office).

9.4 Furthermore, the HBS may demand interest from the project partner for funding allocations used in contravention of this agreement and its appendices, according to the rates of interest set down by the donor (AA).

§ 10 Transition and Miscellaneous Provisions

10.1 Additions and amendments to this agreement and its appendices must be made in writing. They shall take effect following signature by both parties.

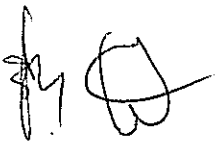
10.2 The governing language for this agreement shall be German. Any copies of this cooperation agreement and its appendices drafted in other languages are for reference purposes only.

10.3 German and English are the authorized languages for all correspondence between the HBS and the project partner that arises in the course of implementing the project, as well as for all accounting documents and receipts. Unless explicitly agreed otherwise, the project partner shall be obligated to correspond and communicate in one of these languages.

10.4 Representatives of the HBS or persons (groups) named by the HBS may visit the project at any time. Furthermore, representatives of the HBS, the AA (German Federal Foreign Office) and the Bundesrechnungshof (German Federal Accounting Office) may

- obtain information pertaining to the project,
- request books of account, receipts and other business documents of the project,
- Commission individuals or local authorities to control the funding allocation for the project.

10.5 German law shall apply to this agreement and its appendices. Berlin shall be the place of jurisdiction. The HBS shall nonetheless be entitled to initiate proceedings in the courts of the jurisdiction where the project partner is domiciled.



10.6 If specific provisions of this agreement should be declared invalid or null and void, this shall not affect the validity of the remaining provisions of the agreement. The parties to the agreement shall replace the invalid or void provision with one which most closely reflects the original economic intent of the provision in question and does not come into conflict with the framework conditions of the project funding. Should the parties be unable to agree on a new provision at all 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

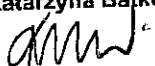
The following appendices shall form an integral part of this agreement and be binding for both parties.

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 HBS
6. HBS 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.

Warsaw, 21.05.2015

Katarzyna Bańko-Toluć


DYREKTORKA PROGRAMOWA
SIECI OBYWATELSKIEJ – WATCHDOG POLSKA

Representation of Heinrich Böll Stiftung

Irene Hahn-Fuhr, Director

Warsaw, 21.05.2015


Project Partner

PRZEDSTAWICIELSTWO FUNDACJI
HEINRICH BÖLLA

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