# **Vejledning til samarbejdsaftalen**

*Det er et krav for alle bevillinger i GLOBUS, at der skal laves samarbejdsaftaler mellem bevillingshaver og samarbejdspartnerne. Samarbejdsaftalen skal beskrive ansvar og forpligtelser såvel som rettigheder for alle parter. Nedenstående et er eksempel, men aftalens indhold kan tilpasses alt efter projektets art og antal partnere. Der kan fx laves en samlet aftale for alle involverede partnere eller særskilte aftaler mellem bevillingshaver og partnerne. Det er dog et krav, at de nævnte klausuler skal skrives ind i alle typer aftaler.*

# Agreement of cooperation between project carrier *and partner(s) con*cerning:

|  |  |
| --- | --- |
| **Project No.:** |  |
| **Name of Project:** |  |
| **Project Period:** |  |

|  |  |
| --- | --- |
| **Project carrier:**  [name of organization/institution/enterprise] | Address  Contact Person / Title  Contact information |

|  |  |
| --- | --- |
| **Partner(s):**  [name of organization/institution/enterprise] | Address  Contact Person / Title  Contact information |

## Roles and responsibilities

|  |  |
| --- | --- |
| **Reciprocity** | [Insert the name of the Danish Project carrier] **contributes with:**   * Describe in bullet points the project carrier’s contribution to realizing the project   [Insert the name of the partner] contributes with:   * Describe in bullet points the partners contribution to realizing the project: |
| **Rights and duties** | Notification: Describe in brief the extent to which the individual party is responsible to inform the other party of decisions and actions.  Decision making: Describe in brief the type of decisions which must be made in common, and who must be involved in core decisions making processes in relation to the partnership and common activities.  **Communication lines:** Describe in brief the key lines of communication, and who needs to be involved.  **Conflict resolution:** Describe in brief how conflicts or disrupts in the partnership will be resolved. |

## Conditions of Assistance

1. **The Grant**

The amount granted shall be used solely for the implementation of the project as described in the approved application and in accordance with the budget, which are determinative for the size and extent of the project. Funds must therefore not be used for other purposes or be lend out to other projects or activities.

1. **Responsibility of the Project Carrier and the involved partners**

The project shall be administered by the Project Carrier who shall take full responsibility for the planning and implementation. The Project Carrier will:

1. Provide sufficient professional and administrative capacity to manage the financed activities in a proper and adequate manner.
2. Inform GLOBUS in the event of necessary changes in activities or delay in the envisaged progress of activities or in case of any essential changes in the conditions for project approval.
3. Inform GLOBUS immediately in case of suspicion of mismanagement of project funds, fraud, theft or corruption.
4. Allow and facilitate any inspection of project activities, reports, accounts, documents, inventory etc. that might be desired by GLOBUS or the Danish Ministry of Foreign Affairs. The date for such inspection shall normally be agreed with the Project Carrier well in advance and facilitated by the Project Carrier. The right to access shall continue for five years after the expiry of this agreement.
5. Ensure that any posts funded by the project are announced in open adverts and the selection of candidates does not discriminate against race, sex or political or religious affiliation.
6. Ensure that no project staffs receive double pay.
7. Ensure the work safety for all participants in the project including Danish students/apprentices travelling abroad
8. **Clauses**

All included partners must adhere to the following clauses:

**Anti corruption**

*” 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 under this agreement, incl. tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this agreement/contract and for such additional action, civil and/or criminal, as may be appropriate. At the discretion of the Royal Danish Ministry of Foreign Affairs, a further consequence of any such practice can be the definite exclusion from any tendering for projects, funded by the Danish Ministry of Foreign Affairs”.*

**PSEAH**

*“The Danish MoFA has a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (SEAH) [[1]](#footnote-2) as defined in UNSG Bulletin ST/SGB/2003/13 and the definition of sexual harassment in UNGA Resolution A/RES/73/148. The Implementing Partner, and its sub-grantees, will take appropriate measures to protect people, including beneficiaries and staff, from SEAH conducted by its employees and associated personnel including any sub-grantee staff and take timely and appropriate action when reports of SEAH arise. In the event that the Implementing Partner receives reports of allegations of SEAH, the Implementing Partner will take timely and appropriate action to investigate the allegation and, where warranted, take disciplinary measures or civil and/or criminal action. Any violation of this clause will be ground for the immediate termination of this Agreement.”*

**Child labor clause**

*“The Implementing Partner shall abide by applicable national laws as well as applicable international instruments, including the UN Convention on the Rights of the Child and International Labour Organisation conventions. Any violation will be ground for immediate termination of the Agreement.”*

**Anti-terror clause**

“*If, during the course of implementation of this Project/Programme, the Implementing Partner discovers any link whatsoever with any organization or individual associated with terrorism, it must inform the GLOBUS secretariat immediately and explain the reasons for such transfer, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally or by force. The Implementing Partner agrees that it and/or its implementing partners (including contractors, sub-contractors and sub-grantees) will take all reasonable steps to secure that no transaction made in relation to the Project/Programme will – directly or indirectly – benefit a person, group or entity subject to restrictive measures (sanctions) by the UN or the EU. Any violation of this clause is ground for immediate termination of the Agreement returning to the Danish MoFA of all funds advanced to the Implementing Partner under it.*”

1. **Entering into force and termination**

This Agreement takes effect once all parties have signed it. The Agreement shall expire automatically when GLOBUS has approved the final report and the final audited accounts.

GLOBUS shall be entitled to cancel the agreement immediately:

1. In the event of clearly unsatisfactory project progress or performance, e.g. irregularities in the administration.
2. If GLOBUS with respect to the agreement determines that corrupt or fraudulent practices were engaged in by representatives of the Project Carrier or representatives of a beneficiary of the project funds during procurement or during the execution of the agreement, without the Project Carrier having taken timely and appropriate action to remedy the situation, GLOBUS shall be entitled to cancel the agreement.

***We have read the Agreement and will adhere to all the conditions stipulated.***

### Signed

### 

**...............................................................**

***(Date and place)***

**..............................................................**

**(*Signature from project carrier)***

**..............................................................**

**(*Signature from partner)***

1. Sexual harassment is understood as any kind of unwanted verbal, non-verbal or physical behavior of a sexual nature with the aim or impact that a person’s dignity is violated, especially if it happens in a threatening, hostile, degrading, humiliating or offensive environment. Sexual exploitation is understood as attempts or actual abuse of position of power to exploit a person’s vulnerability for sexual gain. This also applies to relationships where economic, social or political advantage is gained from another person on the basis of sexual exploitation. Sexual abuse can consist of either a threat of or actual physical abuse of a sexual nature. [↑](#footnote-ref-2)