

**Cooperation agreement
between**

**ADDA – Agricultural Development Denmark Asia
and**

**RCEDO – Rural Community and Environmental Development Organization,
Oddar Meanchey**

**Allocation of responsibilities and cooperation on implementation of the project:
EAC**

- Empowering Agricultural Cooperatives and Civil Society in Siem Reap and Oddar Meanchey -
1st of August 2020 – 01st of June 2022

This document comprises clarification of roles and responsibilities with reference to the project: "Empowering Agricultural Cooperatives and Civil Society in Siem Reap and Oddar Meanchey."

The six parties involved are 5 NGOs (ADDA, READA, CIDO, RCEDO KBA) and the Provincial Agricultural Cooperative Union (SMUAC). This cooperation agreement outline roles and responsibilities between ADDA, READA and LNGOs in Oddar Meanchey.

ROLES AND RESPONSIBILITIES

ADDA and READA, will manage the overall project and take the overall responsibility for achieving set goals according to the project document. ADDA is responsible for achieving the expected results with respect to requirements of Civil Societies in Development, CISU in terms of reliability and efficiency, and in accordance with the project document. RCEDO is responsible for the implementation of activities according to Cambodian rules and regulations.

1 The main responsibilities of ADDA:

- Holds the primary responsibilities achieving the stipulated results of the project. ADDA is responsible towards CISU for the planning and implementation of the project in accordance with the project description, including activity plan and final approved budget (budget and financing plan) and other relevant documents.
- Holds responsibilities for regular liaison to READA and other partners on issues or concern for the implementation of the project.
- Responsible for ensuring the project funds are as per Agreement and that the funds are being used for the activities stated in the Project documents and the final approved budget.
- Obligated to notify RCEDO and other partners if it proves necessary to modify or change the activities, in case of delays in the activities or in case of any essential changes in the conditions for the grant.
- Collaborate with RCEDO and other partners in order to co-ordinate project activities with all relevant institutions and stakeholders and DANIDA/CISU programmes in Cambodia
- Exchange information with its counterparts in Cambodia including supervision and facilitation of (i) Provincial Agricultural Cooperative Union, (i) capacity building of Agricultural Cooperatives, (i) Development of Self-Help Groups (SHG) similar civil organization and (i) and strengthen partner organizational and advocacy capacity.
- Discuss and agree with its counterparts/RCEDO to ensure the project's responds to the changing realities and meet action plans and strategies.
- Technically support to the implementation of the project by means of participatory planning exercises, training, assistance, experience exchange, monitoring and evaluation.
- Responsible for timely provision of technical and administrative input if and when needed.

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- Assist in designing the reporting, monitoring, and evaluating systems; document and disseminate the project's lessons and documentations to other organisations and public sectors.
- Responsible for timely transfer of funds in accordance with the budget and activity plans. Furthermore, the transfer of funds is based on the receipt and approval of request for transfer of funds from RCEDO.
- Responsible for the timely provision of necessary liaison with relevant national authorities and in general facilitate the establishment of smooth and fruitful work relations between EAC, ADDA and relevant authorities.
- ADDA is obliged to immediately inform the CISU counseling service of any suspected irregularities in connection with the management of the grant.

2 The main responsibilities of RCEDO:

The daily management of the project activities within relevant geographical area of RCEDO will be the responsibility RCEDO the following main duties:

- Manage day to day operation of the project under the supervision of the EAC project coordinator.
- Responsible for project activities on the basis of the project document
- Manage the finances allocated to the project specific RCEDO bank account
- Co-ordinate the project activities with other institutions and local authorities
- Ensure that project activities are implemented according to Cambodian regulations, policies and desire of the Cambodian government.
- Promote and encourage enthusiastic and active participation of all project partners, participants and stakeholders in project implementation
- Support any CISU, ADDA or READA representative in project related technical assistance, project monitoring and evaluation
- Arrange relevant direct and indirect personnel involved in project implementation and management in accordance with project framework, including:
 - Allocate RCEDO management/supervisory capacity dedicate to EAC activities equivalent to 1/4 of a full-time senior manager.
 - Appoint a full time EAC district coordinator and one full time EAC district facilitator, one Business development advisor, one Junior advocacy advisor for 22 months based on Terms of Reference (ToR) and job description within the project document and liaison with READA.
 - Identify members to be involved in community-based project activities and training
 - Assist in arranging technical specialists whenever required
 - Open a project specific bank account
 - Ensure sustainable development after project's completion. Study and apply the project's experience and lessons learnt into the operation of other farmer training programmes.
- The project will be operated jointly by READA, CIDO, RCEDO, KBA, SMUAC and ADDA in Siem Reap and Oddar Meanchey. Operational costs such as salary, water, electricity, office rent, communication, equipment and stationery will be covered by the project according to the project budget maximum and specific expenditures incurred by the partners.
- In case of problems regarding project implementation RCEDO, READA and ADDA should collaborate closely to find solutions to the problems. The two involved parties should inform each other timely if problems may emerge. ADDA will, in order to ensure a successful project implementation, reserve the right cancel/annul/terminate this contract and to sign contract with other institutions and/or consultants if one of the following cases should occur:
 - Inadequate project implementation regarding deadlines and timeliness

- o Incomprehensive implementation of activities in regards to project objectives and results

RCEDO will likewise maintain the right to cancel this agreement if needed.

3 FINANCIAL MANAGEMENT

ADDA will - by CISU funding - provide funds for investments, expatriate assistance, planned activities and administration for relevant project activities in Siem Reap and Oddar Menchey. RCEDO will provide staff, office, basic hard furniture, water and energy supply.

Transfer of funds for activities will take place from CISU to ADDA's bank account in Denmark, and subsequently to LNGO partner accounts – according to agreed activity plans.

The project will keep the accounts in such a way that the persons and items financed by the project are identifiable and that the charges against each budget line can be followed in detail. RCEDO's accountant will be keeping the accounts on a day-to-day basis and report to the ADDA Country Coordinator. The EAC project coordinator will be responsible for expenditures and for the settings of the account.

The accounts will be sent to READA every month followed by an activity plan for the coming month and short monthly activity report and later on compiled into detailed quarterly and annual reports. A registered firm of auditors will conduct one external auditing. A financial report shall be submitted to ADDA by the end of the year.

For the financial operations the following will apply:

- Project financial year start from January each year and conclude by December.
- Approved budget will be transferred to the project bank account managed by KBA and local partners in Cambodia.
- Monthly budget estimation and financial reports (signature, stamp, original receipts) as well as plan, activity progress report of will be forwarded to READA and ultimately to ADDA.
- Funds according to approved budget projections will be transfer to the accounts on the basis of monthly activity plans of RCEDO and the 3 local NGO. The transfer will take place at the beginning of each month after financial payment and activity progress of previous month (and quarter) has been approved.
- To avoid temporarily shortage of funds for running costs etc. there will be a minimum balance of 1,000 USD paid up front and always available at the RCEDO bank account.
- These 1,000 USD will be deducted from the last quarterly budget
- RCEDO should follow the Cambodian government Laws on financial management. Collecting all original papers and maintaining adequate and systematic book-keeping records which will facilitate auditing purposes.
- All project activities will be carried out under the scope of the project with reference to specific objectives in the project document. No expenditures will be covered without being mentioned in the monthly/quarterly plan and without prior approval by READ/ADDA. Expenditures for project activities arising outside the quarterly plan will only be covered following prior approval and agreement of READA/ADDA
- Arising activities and their expenses must be discussed with READA prior to execution
- READA is responsible to work with international auditors appointed by ADDA on an annual basis
- During implementation, the rules and regulations of CISU and the Cambodian Government will be followed. Special attention should be paid to the DANIDA "zero tolerance" policy on corruption and fraud (reference is made to article 6).
- ADDA reserves the right to take back the remaining budget if the project should be cancelled under any unexpected circumstance

Total EAC budget allocated to RCEDO is equivalent to USD 72,627, at exchange rate of 6.60 DKK per USD.

It is required by the General Auditor of Denmark that all accounts and vouchers be kept safely for a minimum period of five (5) years after the completion of the project. ADDA is therefore requested to guarantee that all accounts and vouchers will be stored in a safe place for the above-mentioned period of time.

4 PROJECT STAFF

The project will be implemented by READA, CIDO, RCEDO and KBA staff, assisted by the ADDA country coordinator, her/his deputy and other ADDA specialist staff. According to requirements, further assistance from project specific staff and/or national consultants is planned.

ADDA will utilize ADDA international and local project management staff for specialized training activities as well as part time project supervision and monitoring. READA will utilize part time overall project management and employ 1 EAC district coordinators, 1 EAC district facilitator, and 1 part time accountant (1/3 of full time).

Further to the project staff RCEDO will arrange part time agreement with 4-5 Community Professionals (CPs) for specific task assignments according to the discretion in the project document.

ToR and selection of candidates is based on criterions approved by READA.

5 Information, monitoring and evaluation

Monitoring or project activities/progress will be carried out according to the monitoring schemes used by ADDA on other projects in Cambodia or formats considered appropriate for the purpose. Monitoring will be followed up regularly by the project coordinator and reported to the Project Management at least on a 3-monthly basis for accept and comments. Planning and subsequent monitoring is carried out based on the activities listed in the LFA. The major activities are for each period divided into sub-activities and corresponding indicators, which are the future targets towards which the monitoring is done.

ADDA is responsible for the compilation and submit of the progress report- based on input from READA

6 GENERAL AGREEMENT

Both sides commit that each will abide by terms and conditions of this Cooperation agreement - Allocation of responsibilities and cooperation on implementation of the project: "Empowering Agricultural Cooperatives and Civil Society in Siem Reap and Oddar Meanchey".

Any changes and/or amendments made to this document are subject to prior agreement of both sides in written form. During the project implementation, difficulties that arise are to be made known immediately by both sides for discussion to work out suitable solutions.

ADDA and READA hold 1 version of this Cooperation agreement respectively both documents have equal authority.

7 RCEDO declares that all EAC activities will be implemented in compliance with the CISU anti-corruption clause:

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.

8 RCEDO declares that all EAC activities will be implemented in compliance with the CISU clause on Prevention of Sexual exploitation, Abuse and Harassment (PSEAH):

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. Hence, the parties agree to actively prevent sexual exploitation, abuse and harassment (PSEAH), and to ensure, in the best possible way, that the intervention is carried out in an environment free of all kinds of exploitation, abuse and harassment, sexually or otherwise, especially in the case of particularly vulnerable groups."

Project responsible of ADDA

Director of RCEDO

1.06.2020
Date and Signature

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