



Cooperation Agreement

Between

SEADO and RCEDO

Hereinafter referred to as *the Partners*

and

Caritas Switzerland

Loewenstrasse 3, CH-6002 Lucerne, Switzerland

Hereinafter referred to as *CACH*

For the implementation of the project

Community-based Disaster Risk Reduction (CBDRR)

Project-ID CACH P140015

in

Banteay Meanchey Province
Cambodia

**Amendment (project audits 1 organizational audit after year 1 and one project audit (Project Audit (ISA 800/805)) after completion of the project)
Agreement - Overview**

Project planning phase	01.06. till 31.07.2014
Project duration	01.08.2014 till 1.07.2017
Date of approval by CACH	4.8.2014
Overall project costs	US\$ 357'000
Contribution by CACH	
maximum amount in CHF	CHF 319'000
indicative amount in project currency	US\$ 357'000
indicative amount to SEADO	US\$ 205'944
indicative amount to RCEDO	US\$ 151'056

Indicative Payment Plan

		SEADO	RCEDO
1 st instalment	After signing contract	US\$ 42'500	US\$ 32'500
2 nd instalment	In December 2014 (After receipt and approval of 1 st quarterly interim report)	US\$ 25'000	US\$ 20'000
3 rd instalment	In August 2015 (After receipt and approval of 1 st year interim and audit report)	US\$ 36'984	US\$ 26'016
4 th instalment	In December 2015 (After receipt and approval of 1 st quarterly interim report)	US\$ 33'000	US\$ 24'000
5 th instalment	In August 2016 (After receipt and approval of 2 nd year interim and audit report)	US\$ 47'000	US\$ 33'000
final instalment	After receipt and approval of 3 years interim/final, evaluation and audit report	US\$ 21'460	US\$ 15'540
	TOTAL	US\$ 205'944	US\$ 151'056

Narrative & financial reporting
Reporting language: English

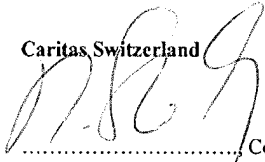
1 st quarterly interim report	July to September 2014	By 31 October 2014
2 nd quarterly interim report	October to December 2014	By 31 January 2015
3 rd quarterly interim report	January to March 2015	By 30 April 2015
1st year interim report	July 2014 to June 2015	By 31 July 2015
1 st quarterly interim report	July to September 2015	By 31 October 2015
2 nd quarterly interim report	October to December 2015	By 31 January 2016
3 rd quarterly interim report	January to March 2016	By 30 April 2016
2nd year interim report	July 2015 to June 2016	By 31 July 2016
1 st quarterly interim report	July to September 2016	By 31 October 2016
2 nd quarterly interim report	October to December 2016	By 31 January 2017
3 rd quarterly interim report	January to March 2017	By 30 April 2017
Final report	July 2014 to July 2017	By 31 August 2017

Audits and evaluations	
Institutional audits for 1 st year due on	30.09.2015
<i>Project audit (ISO 800/805) for 1st year due on (Audit fee will be borne by Caritas Switzerland)</i>	30.09.2015
<i>Final Project audit (ISO 800/805) due on (Audit fee will be borne by Caritas Switzerland)</i>	30.09.2017
Internal performance appraisal due on ¹	May – June 2015
Final project evaluation (The cost for project evaluation will be borne by Caritas Switzerland)	30.09.2017

¹ An internal performance appraisal will be initiated by Caritas Switzerland in cooperation with the Partners in the fourth quarter of the first year of implementation. The performance appraisal has the purpose to generate a review on the performance in the first year. The findings are likely to create the rationale for necessary corrections and improvements. The participatory manner of the appraisal, which may be carried out with the support of an external facilitator, will allow all relevant stakeholders to provide their relevant inputs.

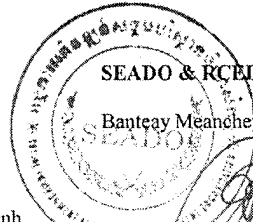
Responsible Programme Coordinators:

Caritas Switzerland




..... Country Representative

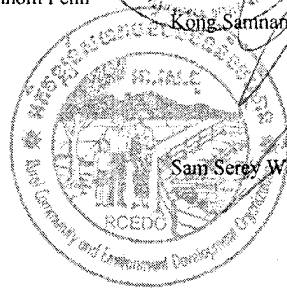
#56, Street 306, Sangkat Beoung Keng Kang I, Phnom Penh

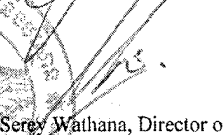


SEADO & RCEDO

Banteay Meanchey Province, Cambodia

 Kong Samnang, Director of SEADO



 Sanj Serey Wathana, Director of RCEDO



The parties hereby agree to collaborate in the project in a spirit of partnership, mutual respect, trust and transparency in order to achieve the goals laid down in the project documents (cf. Appendices).

Obligations of Caritas Switzerland

1. CACH shall financially support the project with an amount of up to CHF 319'000 (USD 357'000). If the project's funding needs are covered without CACH contributing the full amount mentioned before (e.g. due to a project down-sizing or due to new funds secured), CACH reserves the right to reduce its contribution accordingly.
2. Being dependent on contributions by donors itself, CACH reserves the right to reduce or cancel its financial contribution having given at least a 6 months' notice period during which CACH shall meet its financial obligations as planned. If CACH is not able to meet all its financial obligations, the Partners are not entitled to any form of compensation.
3. CACH will make its financial contribution in several instalments. Once the project has started CACH shall transfer funds only after receiving an up-to-date project report and a statement of accounts indicating a clear need for funds being transferred. In general, CACH will transfer the last instalment after receiving the final project report. The payment plan included in the overview is indicative, the plan will be respected under the conditions mentioned before. The parties may mutually agree on modifying the payment plan if this be advisable in operational terms.
4. CACH shall support its Partners in achieving the project goals by means of management back-up support, technical support and monitoring activities.
5. In informing the public and its donors, CACH will respect the rights and interests of its Partners.
6. CACH shall immediately inform the Partners about any event or development endangering the project or its support by CACH.

Obligations of the Partners

7. The Partner shall implement the project in compliance with the project documents, the budget, the administration regulations, and within the timeframe agreed upon.

Common Obligations

8. The parties commit themselves to a strict child protection and anti-corruption policy. The parties ensure that the rules of the respective codes of conduct (cf. Appendices) are respected within their sphere of influence and responsibility. Furthermore, the parties commit themselves to Caritas Internationalis' *Partnership Guiding Principles* and *Guidelines on Relations with the Military* as well as to the *Code of Conduct for the International Red Cross and Red Crescent Movement and Non Governmental Organizations in Disaster Relief*.
9. The parties commit themselves to monitor their partnership regularly by means of the Partner Assessment Tool detailed in the Appendix.

Final Provisions

10. All appendices are integral part of this contract. All appendices shall be dated and duly signed.
11. Any contract amendment shall mutually be agreed upon by the parties and recorded in writing.
12. Disputes shall be settled amicably by way of consultation. If by way of consultation no agreement be reached, the dispute shall be submitted to an arbitral committee. Caritas Switzerland and the Partners appoint one arbitrator. The two in turn agree on a third, independent person to chair the committee. If by way of arbitration no agreement be reached, the parties reserve the right to terminate the contract prematurely giving three month notice in writing. In this case, the parties shall cover all outstanding, justified demands.
13. The parties may terminate the contract prematurely without arbitration or giving prior notice for substantial reasons. Reasons considered substantial are:
 - The agreement has been concluded on the basis of essentially incorrect or incomplete information supplied by one of the parties

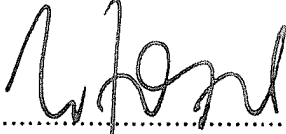
- Funds are used for other than the intended purposes
- Activities are carried out in a way that contradict the general humanitarian principles of impartiality and equal treatment of persons independent of their age, sex, origin, religion, nationality or political conviction
- The basic rules laid out in the codes of conduct (cf. Appendices) are violated

In case of termination of contract for substantial reasons, CACH reserves the right to demand repayment of funds already paid out.

- Place of jurisdiction is Lucerne, Switzerland. Applicable law is the Swiss legislation.
- If parts of this agreement are or should become invalid due to overriding legal regulations, the validity of the other parts shall not be affected.
- The present contract shall come into force with its signing by the parties and shall end on the date the Partners' final report on the project is approved by CACH. Both parties acknowledge having received an original copy of this contract, no oral supplementary agreements have been made.

For Caritas Switzerland
International Cooperation

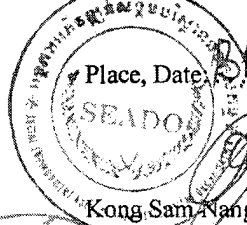
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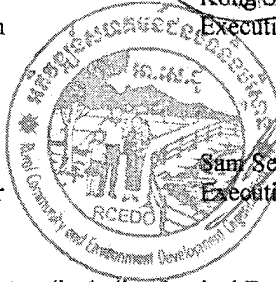
Head International Cooperation

Nicole Stölz
Senior Programme Coordinator

For the Partners



Place, Date: BMC - 10. Sept 2015
Kong Sam Nang
Executive Director SEADO



Sam Serey Wathana
Executive Director RCEDO

List of Appendices:

- Appendix I: Project document (including Logical Framework Table)
- Appendix II: Budget
- Appendix III: Administration Regulations
- Appendix IV: Codes of Conduct
- Appendix V: Partner Assessment Tool



