



EMBASSY OF FINLAND
CAIRO

AGREEMENT

between the Embassy of Finland in Cairo (the Embassy)
and
XXX (the Organization)

Section I

Description of activities
under this Agreement: See annexes I, Ia, Ib and Ic

Name of the Organisation: **XXX (the Organization)**

Full address:
Telephone no.:
Telefax no.:
E-mail address:

Bank account: **Bank Name:**
Branch
Account holder:
Account Number:
Swift code:

Section II

The following provisions shall be applied to the implementation of this Agreement

ARTICLE I: Contribution

The Embassy shall contribute funds up to a maximum of **xxx (figures)** Euro (**xxx Euros**) to support the Organisation during the period **xxx to xxx** in the implementation of "**xxx name of project**" (project code **xxx** provided by Embassy) detailed in Article II below.

ARTICLE II: Project Activities

The Organisation shall carry out the project activities in accordance with the Project Document that consists of the project proposal (annex I), detailed budget (annex Ia), Result Framework (annex Ib) and Work Plan (annex Ic) attached hereto or as may be otherwise agreed in writing between the Embassy and the Organisation.

ARTICLE III: Disbursements

The contribution funds shall be paid into the bank account of the Organisation in three instalments.

The first payment of XXX,- Euros (amount written Euros) shall be made upon the entry into force of this Agreement and against receipt of a payment request from the Organisation.

Second payment of a maximum of XXX,- Euros (amount written Euros) shall be made against a payment request sent before the XXX (date). The payment request shall be accompanied by an acceptable progress and financial reports in respect of the activities undertaken and costs covered by the contribution funds for the foregoing period.

Final payment of a maximum of XXX,- Euros (amount written Euros) shall be made against a payment request sent before XXX (date). The payment request shall be accompanied by an acceptable final report covering the whole project period. The final report shall include a certified financial statement on the use of the contribution funds, as well as an audit report of the project.

The reporting covers the operations and expenditure until the time of reporting. Thus, except for the final report, the report need not cover the full 100 % of the advance payments. The remaining amount will be reported in the subsequent period.

ARTICLE IV: Reporting and accounting

The Organisation shall, in accordance with Article III above and the Embassy's reporting instructions provide the Embassy with written progress and financial reports on the implementation of the project activities. The final report on the implementation of the project activities, including a certified financial statement on the use of the contribution funds, shall be submitted to the Embassy within two months of the completion of the project activities financed by the Embassy.

The Organisation is liable to an audit of the project activities supported by the Embassy, and to provide the Embassy with the audit report within two (2) months from the end of the project to be attached to the final reports. The audit shall fulfil the requirements of international accounting standards and principles. The expenses of the audit may be included in the project support financed by the Embassy.

The Organisation shall permit the officials or designated representatives of the Embassy or the Government of Finland to carry out any inspection, audit or evaluation of the project activities and/or the use of the contribution funds as well as facilitate their participation in any similar missions or activities relating to the implementation of this Agreement.

ARTICLE V: Information sharing

The Organisation and the Embassy shall promptly inform each other of any event or situation which might affect the implementation of the project activities and which may necessitate a modification or alteration of the scope, implementation, the agreed budget or any other aspect of this Agreement.

The Organisation shall provide the Embassy with such additional information as may be requested by the Embassy for public information, dissemination or other purposes.

The Organisation shall, in all its publications and reports concerning the project activities, specifically mention that the Embassy has provided financial support for their implementation. The Organisation shall follow the Embassy's instructions in use of the Embassy's name and logo in the Organisation's publications related to the project.

ARTICLE VI: Management of the contribution funds and procurements

The Organisation shall exercise all professional skill, care and diligence in the discharge of its duties under this Agreement as well as carry out all its responsibilities in accordance with professional administrative, accounting, auditing and other financial standards and practices. The Organisation shall ensure that no illegal or corrupt practices are connected with the use of the Embassy's contribution funds. The Organisation shall manage the grant in accordance with international accounting standards and principles

All procurements shall be made in accordance with generally accepted principles and good procurement practices. Invitations to tender as well as procurement contracts shall include a clause on the possibility of the tenders being rejected and the contract being cancelled, in case any illegal or corrupt practices have been connected with the award or the execution of the contract.

No offer, gift, payment or benefit of any kind, which would or could be construed as an illegal or corrupt practice, shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of procurement contracts.

ARTICLE VII: Commodities

The Organisation shall keep a list of equipment and commodities procured with the contribution funds. The equipment and commodities shall be used exclusively for the purpose of implementing the project activities detailed in Article II and Annexes 1-4 of this Agreement. Unless otherwise agreed by the Embassy and the Organisation, the commodities and equipment shall become the property of the Embassy upon the completion of the project, if the purchase value of the equipment or commodities was charged up to 50% on the Embassy funds.

For the purposes of this Article, the project shall be considered completed, when the Embassy has accepted the final report and made the final payment.

ARTICLE VIII: Repayment, suspension of payments and recovery of contribution funds

The Organisation is obliged to promptly return the contribution funds as a whole or in part which it cannot use in accordance with this Agreement or which have erroneously, excessively or otherwise groundlessly been granted to it.

The Embassy reserves the right to:

1. Cancel this agreement if the project start date is delayed more than 12 months from the date of signing the contract.
2. Suspend payments in the event that there is reasonable cause for doubting that the Organisation ignores the conditions laid down in this Agreement or otherwise set by the Embassy for the use of the contribution funds, or the grounds for granting the contribution funds have essentially changed.
3. Claim for recovery in full or in part if
 - The Organisation has provided incorrect or misleading information or concealed aspects that might have influenced the decision to grant the contribution funds or the conditions for the use of the contribution funds,
 - The capacity of the Organisation to carry out the Project Activities has been essentially reduced because of bankruptcy, a debt recovery procedure or a related cause,
 - The Organisation hinders the execution measures related to the inspection and/or audit on the use of the contribution funds,
 - The contribution funds are found to be misused, not satisfactorily accounted for or the Organisation otherwise ignores the conditions laid down in this Agreement or otherwise set by the Embassy for the use of the contribution funds,
 - Or there are other relevant grounds for claiming repayment in accordance with the Finnish legislation related to state subsidies.

ARTICLE VIII: Settlement of Disputes

The Organisation and the Embassy shall seek to settle amicably any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof. Failing such an amicable solution, the dispute, controversy or claim shall be referred to the District Court of Helsinki

ARTICLE IX: Special Provision

The Embassy shall not accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of this Agreement.

ARTICLE X: Amendments

Any amendment or modification to this Agreement shall be mutually agreed on in writing between the Embassy and the Organisation.

ARTICLE XI: Entry into force

This Agreement shall enter into force upon signature by the Embassy and the Organisation and remain in force until all the obligations have been duly fulfilled by the Embassy and the Organisation, unless terminated earlier by either Party by giving notice in writing to the other Party three months prior to the termination.

Done in two originals in the English language and duly signed by the authorised representatives of the Embassy and the Organisation.

Date of signature: XXX 201X

FOR THE EMBASSY OF FINLAND IN CAIRO

FOR xxx The Organisation

Tuula Yrjölä
Ambassador

XXX
(Eligible person of the organisation)

Annexes:

Annex I: Project Proposal
Annex Ia: Detailed Budget
Annex Ib: Logical Framework
Annex Ic: Work Plan
Annex II: Ethical Code of Conduct