

## AGREEMENT

between

the Ministry for Foreign Affairs Of Finland (the Ministry)

and

\_\_\_\_\_ (the Agency)

on the Government Grant to \_\_\_\_\_

(the Activities to be carried out under this Agreement (the Activities))

Name of the Agency:

Full address:

Telephone no:

Telefax no:

E-mail:

Bank information

Bank name, address Bank name, address:

Account number:

Account holders name:

Sort code:

Swift:

IBAN:

The following provisions shall be applied in respect of the implementation of this Agreement:

### **1. Grant**

1.1 (a. *in case of one- year contributions*) The Ministry shall contribute funds (the Grant) up to a maximum of \_\_\_\_\_ euros (€ \_\_\_\_\_) for the carrying out of the Activities in the year 20\_\_\_\_\_.

*or*

(b. *in case of multi-year contributions*) The Ministry shall, subject to annual parliamentary approval in Finland, contribute funds (the Grant) up to a maximum of \_\_\_\_\_ euros (€ \_\_\_\_\_) for the carrying out of the Activities during 20XX\_ - 20XX\_.

1.2.a. The Grant is earmarked for \_\_\_\_\_ (*in case of grant for a specified objective*) as outlined in the Funding Proposal attached to this Agreement.

*or*

b. The Grant is towards \_\_\_\_\_ (*in case of grant for general support*) as outlined in the Funding Proposal attached to this Agreement.

1.3. The first installment of the Grant shall be paid to the Agency against a written request submitted to the Ministry, after the Agreement has come into force.

Subsequent disbursement requests must be preceded by a progress report of the Activities and a report on the use of the contribution, as set in para 4 of the Agreement. The Ministry shall formally accept the reports prior to the disbursements.

### **2. General Terms and Conditions and the Government Grant Decision**

2.1 General Terms and Conditions for the Grant are set out in Annex 1\_.

2.2 The Agency shall in all respect comply with the Government Grant Decision concerning the grant and the provisions of this Agreement and the Annexes in using the Grant and in its relation to the Ministry connected to the Grant.

### **3. Specific Terms**

3.1 Acceptable costs of the Activities to be paid from the Grant are those outlined in the approved Project Documents, dated xx.xx.20xx (Annex 3).

3.2 The maximum share the Grant represents of the total costs incurred from the Activities may be no more than \_\_\_\_\_ euros.

3.3 In case the Agency receives income from other sources, either public or private, or income generated by the Activities this income may be used to cover the costs of the Activities together with the Grant without effecting the Grant or the disbursements as stated in this Agreement. However, the Grant, together with other public aid, may not exceed the maximum amount of State or other public assistance laid down in European Union or Finnish law.

3.4 The Grant shall be used for costs incurred during the period of 20XX\_ - 20XX\_.

3.5 In case the Agency delivers any part of the Grant forward in accordance with the approved Project Document or as otherwise agreed with the Ministry, the Agency must agree on the use and the supervision of its use and the terms of supervision with the party to which the contribution or a part of the contribution is granted forward. With respect to the Ministry, the Agency is fully responsible also for the part of the Grant it has granted forward.

3.6. (other requirements)

*A clause against the financing of terrorism will be included in this agreement.*

#### **4. Reporting**

4.1 The Agency shall, in accordance with the Ministry's instructions (Annex 2), provide the Ministry with a report on the implementation of the Activities and the use of the Grant. The report shall be made available to the Ministry according to the following:

<b>Type of report</b>	<b>Reporting date</b>
<b>XX</b>	<b>XX</b>

4.2 The report(s) shall also include an auditor's report on the use of the contribution. The auditor must meet the requirements set by the authorities of the country of the Agency. The Agency shall also furnish the Ministry with any other information on the Activities and the use of the Grant that the Ministry deems necessary or as may be reasonably requested from time to time for public information, dissemination or other purposes.

#### **5. Carrying out of Activities**

5.1 The Agency shall carry out the Activities in accordance with the detailed plan and budget attached hereto as Annex 3 or as may be otherwise agreed in writing between the Ministry and the Agency. The Activities must be in harmony with the official principles regulating the development cooperation of the Government of Finland.

5.2. The Agency 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 Agency shall also ensure that no illegal or corrupt practices are connected with the use of the Grant. The prohibition of aforementioned practices applies also to the Agency's subcontractors and any other third party to which the Grant or part of the Grant is forwarded to.

5.3. 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 tender 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.

5.4. 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.

#### **6. Information sharing**

6.1 The Agency and the Ministry shall promptly inform each other of any event or situation which might affect the implementation of the Activities and which may necessitate an agreement on a modification or an amendment in the scope or execution thereof, in the agreed budget or in other aspects of this Agreement.

6.2 The Agency shall, when requested by the Ministry, facilitate the participation of the officials or designated representatives of the Ministry in any preparation, review, evaluation or other meetings or missions concerning the implementation of this Agreement.

6.3 The Agency shall, in all its publications and reports concerning the Activities, specifically state that the Ministry has made available financial resources therefore.

## **7. Special Provisions**

7.1 The Ministry shall not accept any responsibility or liability for any claims, debts, demands, damage or loss that may be made against the Agency as a result of the implementation of this Agreement.

7.2 This Agreement and the rights and obligations of the Ministry and the Agency shall be governed by the laws and regulations in force in Finland.

7.3 The Ministry and the Agency shall seek amicably to solve any dispute arising out of or in connection with the implementation of this Agreement. Failing such an amicable solution, the dispute shall be submitted to the District Court of Helsinki.

## **8. Entry Into Force and Amendments**

8.1 This Agreement shall enter into force upon signature by the Ministry and the Agency and remain valid until all the obligations have been duly fulfilled by the Ministry and the Agency. In case the Agency fails to comply with the terms and conditions set out in the Government Grant Decision or this Agreement, the Ministry has the right to terminate the Agreement earlier by giving a written notice to the Agency three months prior to the termination.

8.2 Any modification or amendment to this Agreement shall be mutually agreed upon between the Ministry and the Agency in writing.

This Agreement is made in two originals in the English language and duly signed by the authorized representatives of the Ministry and the Agency.

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
Place and date

\_\_\_\_\_  
On behalf of the Ministry  
for Foreign Affairs of Finland

\_\_\_\_\_  
On behalf of the Agency

## **ANNEXES**

1. General Terms and Conditions for the Government Grant
2. Reporting Instructions
3. Approved Project Documents (including budget)

#### 4. Ethical Code of Conduct