

**General Cooperation Agreement between  
"Partner" "Country"  
and  
Engineers without Borders Denmark (EWB-DK)**

This general cooperation agreement entered into between "Partner" and EWB-DK covers projects financed by EWB-DK donors and is based on both parties' purpose and values as outlined in their statutes.

Agreement between

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and

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## 1. Purpose

The overall objective of this agreement is to define the basic conditions for the cooperation between "Partner" and EWB-DK aimed at implementing jointly development projects financed by donors to EWB-DK.

## 2. Introduction

### 2.1 Background of the Partnership

Since 2017, EWB-DK has worked with partner assisted humanitarian technical development projects in "Country" – XX District. In 2016, EWB-DK initiated dialogue with the "Partner", a vocational training school for youth with disability, in order to foster a potential partnership. EWB-DK and "Partner" have been building a partnership since then, and have already completed smaller initiatives together, including the shipment of a container with donated training and hospital equipment from Denmark to XX. Due to the synergy between the areas in focus for both organisations and the potential to assist with "Partner"'s activities, a partnership has been developed, in line with EWB-DK's mission and vision.

## 3. Description of "Partner"

### 3.1 Background and history

"Partner" was founded by XX in 19XX with the purpose of supporting handicapped people in their survival, with a focus on help to self-help. Shifting from a focus on polio survivors to including all types of physical disabilities, the organisation now focuses on ensuring dignified lives for persons with disability (PWDs) by offering trainings and labour within different sectors, such as tailoring and sewing, blacksmith work, hairdressing, and on a small-scale also IT. There are currently approx. 60 students enrolled, and the staff consist of a board, management and teachers of approx. 20 persons. All persons at the "Partner" are living with a physical disability, including management and staff. The teacher staff and management furthermore works on a volunteer basis. "Partner" is an important provider of education for disabled people in the XX district, and one of the only options for them to learn skills that can provide them with an income and livelihood. The "Partner" therefore contributes to decreasing the social stigma and neglect of PWDs, by providing education and a livelihood, and thereby increase their dignity and ability to become independent, and is an important actor in securing their human rights, as set forth in the UNCRPD. In addition to offering skills training, incipient work on outreach/advocacy has been launched at the "Partner", showing a willingness and eagerness to strengthen these capacities further. As "Partner" is also conducting outreach activity and minor advocacy work, they are registered as an NGO at district level.

### 3.2 Organization of "Partner"

Leadership

Management

### 3.3 Main activities of "Partner"

Education and vocational training of young people living with disability. Main areas of training are blacksmith work, hairdressing, electronics, on a small-scale also IT, tailoring and sewing. Besides vocational training, "Partner" also conducts outreach toward community levels and

local authorities so as to advocate for the right to education for people living with disability and for financial and political support to the activities of the training centre.

#### **4. Description of the Danish cooperation partner Engineers without Borders Denmark**

##### **4.1 Background and history**

EWB-DK is a technical humanitarian organisation, working to improve living conditions for some of the world's most vulnerable and marginalised people through locally relevant technical solutions, capacity building, and help to self-help, focusing on sustainability. EWB-DK is already present in the area, working on technical development projects within areas such as water, sanitation and hygiene, sustainable energy and food security. The majority of these projects are implemented in cooperation with "Other partner", however EWB-DK sees a strategic value in having more than one strong partnership in the area, given the level of activity the organisation has in this district. This also stands in relation to EWB-DK's vision on targeting the most vulnerable people, wherein people with disabilities in "Country" certainly represent a relevant part.

##### **4.2 Organization of EWB DK**

###### Leadership

EWB-DK is managed through a democratically elected board of directors (8 members and a Chairman). Chairman is directly elected for a two year period.

###### Management

Daily and operational management is by the EWB-DK Secretary-General. As a volunteer based organisation, all project specific management is conducted by the assigned volunteer EWB-DK project group under management of a designated project manager.

##### **4.3 Main activities**

Technical humanitarian international development projects through local partnerships. Main areas of focus are WASH( water, sanitation and hygiene), Environment, Food Security and Emergency response.

#### **5. Partnership agreement between " Partner" and EWB-DK**

##### **5.1 Vision of partnership**

The common vision for EWB-DK and " Partner" is to promote a self-reliant society of people living with disability in "Country", more specifically in the XX District. The partnership will benefit specifically the population of young people living with disability and their close families. The partnership will seek to build up operational and strategic capacity and skills in " Partner" to provide a relevant and self-sustainable livelihood option for the youth living with disability in XX district. The focus will be on increasing the general operational capacity of " Partner" as a vocational school – organization building/administrative capacity building and strategic development of " Partner" as voice and representative for the youth living with disability as one of the most vulnerable groups in the society, with respect to claiming their right for a decent life, education and livelihood.

##### **5.2 Mission of the partnership**

The common mission for the two partners is to facilitate a solid response through a strong and capable " Partner" in order to secure the right to a decent livelihood and education for young

people living with disability in XX. The partnership will seek to mobilize resources, seek technical knowledge sharing, conduct mutual exchange of organizational capacity development and via "Partner" seek to mobilize the youth living with disability and their close families to engage in seeking the rights of this vulnerable population. The beneficiaries (teachers, students and management and other stakeholders) will be involved on an equal footing and through an inclusive and transparent approach secure joint and mutual learning and building up of local knowledge.

### 5.3 Specific objectives of the partnership agreement of "Partner" and EWB DK.

The specific objectives are:

- To improve the overall living standard of people living with disability in the XX district by providing quality education to youth living with disability at the "PARTNER" vocational training school XX.
- To strengthen the organizational capacity of "Partner" by sharing the rich democratic traditions of rural Danish NGO and particularly of the disabled people's community in Denmark and "Country".

### 5.4 Values underlining the partnership

- Adherence to human rights in all its applications highlighting in particular gender equality and the UN convention on the rights of people living with disability
- Adherence to transparency (internally in the organisations and externally towards partners and other actors)
- Democratic and transparent governance of the organisations under this agreement
- Sharing of all relevant knowledge and information between partners and the management and constituency of the partners.
- Equal access to participation and inclusiveness (no preferences towards religion, class, ethnicity or gender and age).

### 5.5 The obligations of the partners (Roles and Responsibilities)

Both "Partner" and EWB-DK will have the following obligations to observe and practice

- Facilitating an effective two-way communication mechanism to inform own members about current projects and activities, and to have an effective dialogue between the two organisations to maximize our potential.
- Mobilize local resources, to ensure effective, responsible and price right projects
- Organize local forum/advocacy activities (where feasible) to enable people living with disability to engage in development debates.
- Promote the SL organisation to allow more youth living with disability, from urban and especially rural communities, to volunteer to work on the different projects/activities developed under the partnership.
- Engage in partnership activities

## 6. Management and Accountability

### 6.1 General principles

The cooperation between EWB-DK and "Partner" is governed by Danish Law. Local contracts are governed by "Country" law and standards.

Relevant professional indemnity insurance (claims arising from possible negligence or failure with respect to installations/constructions/products delivered during a given project) is the responsibility of EWB-DK.

The agreement is based on accepting joint responsibility for the parties to execute any agreed project within the scope of activities of "Partner" and EWB-DK respectively. Any changes in specific activities have to be mutually agreed upon. Any individual project must be subject to a specific contract agreement covering the project in question.

For all projects financed through EWB-DK, EWB-DK will be the main contractor and "PARTNER" will be the subcontractor. Any change in "Partner"'s scope of activities within joint projects will have to be pre-approved by EWB-DK.

## **6.2 Establishment in "Country".**

"Partner" will maintain on permanent basis a project office facility in XX city suitably staffed and equipped to cater for the general needs of joint projects. This will include office management and accounting capability. All costs on joint projects related to costs held in "Partner"'s office are to be pre-determined and approved before project launch, except if otherwise specified.

All staff contracted in connection with joint projects are to be pre-approved by EWB -DK before hiring and all relevant social responsibilities regarding staff remuneration and insurance is to be presented in connection with new staff contracts. No project staff under joint projects can be fired without dialogue and consent from EWB-DK. Local contracts will adhere to national "Country" labour laws and human rights, content of local staff contracts will be supplied by "Partner" according to its staff policy. As "Partner" is the subcontractor on local level, "Partner" holds responsibility in fulfillment of local contracts in accordance to the joint EWB-DK and "Partner" project agreement.

## **6.3 Communication**

Ruling language is English. Primarily the communication will go through e-mail, and by visiting one another we will maintain a personal relationship between the organizations. Other communication forms may be used when suitable, like phone, fax, Skype, texting etc.

Communication on project level will be defined according to the needs of each project. Channels of communication will be defined between program responsible at "Partner" and EWB-DK project manager.

When initiating new joint projects EWB-DK project management is to hold initial project launch meetings with representatives of "Partner"'s board to facilitate mutual communication, expectations and knowledge.

Communication regarding specific project missions will be conducted via the Terms of Reference to be developed by EWB -DK project management and discussed with project management at "Partner".

Communication on management level will be conducted between the program director of "Partner" and the Secretary-General of EWB-DK.

Communication on project level will be between "Partner" project management and EWB-DK project management.

Each organization is obliged to share a) Annual Reports and 2) Annual financial statement.

## **7. Reporting on progress in joint projects and activities**

Local partner is obliged to present ongoing reporting on all project specific activities implemented under partnership. "Partner" is also obliged to present financial statements and bank account documentation on project related financial activity.

Specific reporting procedure is to be defined in accordance with the specific needs of the particular project implemented.

Formats will be developed so as to serve the particular needs of the particular projects implemented.

## **8. Financial transactions**

### **8.1 transfer of funds**

The advance transfer of funds will be decided specifically in each project based on project budget and a financial report covering former transfer.

Local costs in "Country" will only be covered by EWB-DK to the extent they are included in project budgets.

### **8.2 Tendering**

Tendering (presentation of three different quotations from three different service providers) is required for all local purchases exceeding XX USD in value. They are to be shared with EWB-DK project management before a decision is made on the service provider.

### **8.3 Management of funds**

Each joint project will have its own bank account or defined sub-account, Sub accounts will be opened for projects under XX SLL

All projects are preferably to be managed financially on a joint online platform (bookkeeping system) and access is to be assured for EWB-DK at all times. If such system is not in place, the parties will agree on a transition phase and system in order to secure a transparent and timely reporting and documentation of project costs.

## **9. Anti-corruption clause**

"Partner" is under an obligation to report immediately to EWB-DK if it finds reasonable grounds for suspicion of theft, fraud, corruption or similar irregularities in the project administration. This reporting to EWB-DK must be in writing, and "Partner" must indicate how it intends to deal with the case and solve the reported problems.

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made (neither directly nor indirectly) as an inducement or reward in relation to tendering, award of the contract, or execution of the contract. Any such practice will

be grounds for the immediate cancellation of the contract and for such additional action, civil and/or criminal, as may be appropriate.

See EWB-DK's anti-corruption policy (attached).

**10. Revision and termination.**

Revision of scope and budgets as well as possible termination of agreements should be made with three months' notice.

**Annexes:**

- A: Template General Project Agreement
- B: EWB-DK anti-corruption policy
- See <http://iug.dk/media/57690/engineers-without-borders-anti-corruption-policy-2014.pdf>
- C: Administrative guidelines

**Entry into force**

Date:

Date:

Signed on behalf of "Partner"

Signed on behalf of EWB-DK