

AGREEMENT
between
The Association of Parents of people with intellectual disabilities for Greater Hanoi
and
The LEV National Association

Concerning the implementation of the project "Parents for Change and strengthening of the association of parents of children with learning disabilities in Vietnam"

Project title: "Parents for Change and strengthening of the association of parents of children with learning disabilities in Vietnam"

Grant amount: DKK1.976.467

Project period: 01.09.2009-31.08.2012

Recipient country: Vietnam

Partner: The Centre for Supporting Families with Children with intellectual disabilities.

Article 1: The objective of the development project

The Centre for Supporting Families with Children with intellectual disabilities and The LEV National Association (hereafter LEV) have agreed that the overall objective of this development project is to "*Strengthen the Association of parents of Children with learning disabilities in Greater Hanoi, enabling the organisation to advocate for equal rights and opportunities in the Vietnamese society*"

Article 2: Use of the grant

The grant must be used in accordance with the project document and budget as approved by LEV. The grant must be managed by The Centre for Supporting Families with Children with intellectual disabilities according to the rules and stipulations in this agreement and the project document. The accounting for the grant must be audited according to Guide to the Administration of Grants from The Project Fund and The Project Fund's Auditing Instructions (appendix 4) and according to the project document.

Article 3: General rules on the responsibilities of the Association of Parents of people with intellectual disability for Greater Hanoi

The Centre for Supporting Families with Children with intellectual disabilities is accountable to LEV for planning and implementing the project, and is, therefore, required:

- To provide sufficient professional and administrative capacity to manage the project in a qualified, proper and adequate manner.
- To ensure that The Centre for Supporting Families with Children with intellectual disabilities is able to supply the services to the project as mentioned in the project document.
- To ensure that reporting, accounting and auditing are carried out in accordance with this document and the project document.
- To ensure that all posts and vacancies financed by the project are announced in open public adverts, and that the selection of candidates does not discriminate on grounds of race, sex, disability or political or religious affiliation; and to ensure that the best qualified candidates that fit the job descriptions are hired,
- To ensure that all hiring of staff at the start of the project will be carried out by an employment committee which will be one representative from The Centre for Supporting Families with Children with intellectual disabilities and one representative from LEV. The first member of the project staff to be recruited is the project leader. When the project leader is found he/she will hereafter act as The Centre for Supporting Families with Children with intellectual disabilities representative in the employment committee.
- To ensure that the salary level of project staff does not at any time exceed what is stipulated in the approved budget, and also that no staff work on other projects, jobs or receive double salary.
- To inform co-operators in the project implementation about the rules in this agreement; and to ensure that the rules are complied with.
- To ensure that all reports are submitted on time as specified in this document and the Project Document
- To ensure that annual accounts are prepared for The Centre for Supporting Families with Children with intellectual disabilities activities which show all sources of income and expenditures.
- To allow and facilitate any inspection of project activities, reports, accounts, documents, inventory etc. which might be desired by LEV, The Project Fund, Danida, the Danish Auditor General, and the Public Accounts Committee of the Danish Parliament..
- To allow, assist and facilitate persons carrying out reviews or evaluations of the project.
- To insure project vehicle and other major project assets to the fullest possible extent.
- On handing over the project to the Association of Parents of people with intellectual disability for Greater Hanoi, an official transfer of project assets must take place, comprising a list of the assets and their value
- To maintain all project documents including accounts for 5 years after termination of the project and to make all materials – project documents, reports, evaluations, budgets and accounting material concerning the project grant available to Danida, The Project Fund, The Public Accounts Committee of the Danish Parliament, The Auditor General and LEV on request.

Article 4: General rules on the responsibilities of LEV

LEV will have responsibility for:

- Carrying out the overall administration of the project according to their agreement with The Project Fund.
- Transferring funding according to the agreed payment schedule when The Centre for Supporting Families with Children with intellectual disabilities have delivered the agreed and necessary reporting
- Participating in relevant meetings concerning the project at least once a year
- Participating in donor meetings with other donors to The Centre for Supporting Families with Children with intellectual disabilities least once a year
- Ensuring that The Centre for Supporting Families with Children with intellectual disabilities always has one contact person at LEV to relate to.
- Informing The Centre for Supporting Families with Children with intellectual disabilities immediately if there are changes in Danida and the Project Fund's rules and regulations.

Article 5: Information

LEV and The Centre for Supporting Families with Children with intellectual disabilities will promote transparency in the project through hereby committing themselves to use the mailing list: vietnam@list.lev.dk for all project relevant information sent. All stakeholders in the project are members of this list.

Article 6: Management of the project budget

The implementation of the project must take place within the framework of the approved budget. Reallocation of approved budget lines cannot take place without prior approval from LEV. Any reallocation and justification for it must be explained in the annual progress reports and in the accounts.

The budgeted contingency amount may not be transferred to other main budget lines (including unforeseen expenditure, if any) without prior approval from LEV. The contingency may not be used for any extension or reformulation of the project activities.

Price and salary increases and unfavourable changes in the exchange rates will not be compensated by The Project Fund. Such additional expenditure must be financed by the contingency amount.

Article 7: Disbursement of the grant

The first instalment of the grant will normally be disbursed to The Centre for Supporting Families with Children with intellectual disabilities in connection with the signing of the agreement. Subsequently, instalments will be paid to The Centre for Supporting Families with Children with intellectual disabilities quarterly on the basis of a quarterly payment request. The size of the first and the subsequent instalments will be established on the basis of a cash budget prepared by the Association of Parents of people with intellectual disability for Greater Hanoi. The budget must show the cash requirements of the project during the whole period of implementation. The cash requirement budget must be reported to LEV quarterly (broken down to months).

Before submitting payment requests to LEV, The Centre for Supporting Families with Children with intellectual disabilities must inform LEV of the names of board and staff members authorised to sign such requests.

All grant amounts disbursed to The Centre for Supporting Families with Children with intellectual disabilities must be deposited in a special bank account, separate from The Centre for Supporting Families with Children with intellectual disabilities own cash holdings and other project accounts. It must be an account that is using Dong (VND) as currency. After each transfer from LEV to The Centre for Supporting Families with Children

with intellectual disabilities The Centre for Supporting Families with Children with intellectual disabilities must confirm to LEV the amount they have received and send a official bank note confirming the transfer and the amount to LEV.

Accrued interest amounts and net exchange rate profits may not be used to finance project activities, but must be credited and reimbursed to LEV by the time of the Association of Parents of people with intellectual disability for Greater Hanoi's submission of the final accounts for the project.

Article 8: Reporting procedures

Without further notice from LEV, Association of Parents of people with intellectual disability for Greater Hanoi must submit monthly financial reports no more than 5 working days after finishing a month, quarterly and annual project progress reports using the Danida formats for quarterly and annual reports. The annual report includes the quarterly report for 4th quarter. No later than 2 months after the completion of the project, The Centre for Supporting Families with Children with intellectual disabilities must submit to LEV a project completion report; and the final audited accounts for the project must be attached.

The Centre for Supporting Families with Children with intellectual disabilities is under an obligation to report immediately to LEV in the following cases:

- If serious difficulties arise in the project implementation or in the budget management
- If serious problems arise in the Association of Parents of people with intellectual disability for Greater Hanoi's relationship with the authorities in Vietnam
- If The Centre for Supporting Families with Children with intellectual disabilities finds reasonable grounds for suspicion of, or ascertains theft, fraud, corruption or similar irregularities in the project administration.

Such reporting to LEV must be in writing, and The Centre for Supporting Families with Children with intellectual disabilities must indicate how it intends to deal with the case and solve the reported problems.

Article 9: Accounting

The Centre for Supporting Families with Children with intellectual disabilities must establish and maintain a secure and reliable accounting set-up. The Centre for Supporting Families with Children with intellectual disabilities must make sure that the set-up is equipped with adequate economic management procedures and internal control routines. The bookkeeping must be kept up-to-date and be documented with vouchers. The Centre for Supporting Families with Children with intellectual disabilities must observe the bookkeeping practices and requirements as legally stipulated. This includes storing of vouchers and other bookkeeping materials for a period of 5 years after the completion of the project.

The Centre for Supporting Families with Children with intellectual disabilities must account for the grant as follows:

- No later than 1 April, The Centre for Supporting Families with Children with intellectual disabilities must submit its audited annual accounts for the previous year to LEV. Together with the annual accounts, The Centre for Supporting Families with Children with intellectual disabilities must forward an audit report. The annual reports must comprise the project expenditure for the previous year(s) and a statement of the current account with LEV,

- The Centre for Supporting Families with Children with intellectual disabilities must monthly submit a status to LEV of what they have received from LEV and how must they have spend.
- No later than 2 months after completion of the project, The Centre for Supporting Families with Children with intellectual disabilities must submit to LEV the audited final accounts for the project together with the project completion report. At the same time, unspent grant amounts together with accrued interest amounts and net exchange profits must be reimbursed to LEV.

In case of transfer of project equipment, material or property to the Association of Parents of people with intellectual disability for Greater Hanoi, a transfer document must be signed.

The above– mentioned accounts must be signed by the responsible The Centre for Supporting Families with Children with intellectual disabilities board member and manager and must be certified by the auditor.

Article 10: Audit

The project accounts must be audited by a chartered or registered accountant. The audit of the project accounts must take place in accordance with The Project Fund's General Guidelines for the administration of The Project Fund and Audit instructions. It is the obligation of The Centre for Supporting Families with Children with intellectual disabilities to obtain a written confirmation from the auditor that he will perform his audit duties in accordance with The Project Fund's General Guidelines for the administration of The Project Fund and Audit instructions.

Article 11: Breach of the agreement

In case of non-fulfilment or violation of the stipulations in this agreement LEV has the right to take relevant steps in order to reduce the consequences thereof. Such steps may be: to give written reprimands to the Association of Parents of people with intellectual disability for Greater Hanoi; to initiate inspections of The Centre for Supporting Families with Children with intellectual disabilities performance by consultants and auditors, to stop further grant disbursements to the Association of Parents of people with intellectual disability for Greater Hanoi; to phase out or close down the ongoing project; or to terminate totally cooperation with the Association of Parents of people with intellectual disability for Greater Hanoi. In the last mentioned case, The Centre for Supporting Families with Children with intellectual disabilities is under an obligation to reimburse immediately to LEV all unspent grant amounts, and to compensate LEV for any financial loss.

Article 12: Amendments to the agreement

Both parties may request amendments to the stipulations in this agreement. The implementation of such amendments will call for consensus between the parties. LEV reserves the right to consult The Project Fund and Danida before any amendment is approved. Agreed changes and amendments shall enter into force after an exchange of letters between the parties at the same level as the signatories to this agreement.

Article 13: Termination of the agreement

This project agreement may be terminated in writing by both parties at 3 months' notice. In case of serious breach of the agreement (see article 11), LEV has the right to withdraw from the agreement immediately.

Before giving notice to terminate the agreement, both parties are obliged to make every effort to solve any disagreements or conflicts through negotiation.

Article 14: Corruption clause

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practise, 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 practise will be grounds for the immediate cancellation of this 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 practise can be the definite exclusion from any tendering for projects, funded by the Danish Ministry of Foreign Affairs.

Article 15: Entry into force

The present project agreement shall be signed in two copies by both parties and shall enter into force when duly signed by both parties:

Signatures:

LEV



Date:


26/11-09

Name:

Dan Rantzen Schimmedt

Title:

Advisor



The Association of Parents of people with intellectual disability for Greater Hanoi

Date:

26/11/09

Name:

Nguyễn Thị Bạch Dương

Title:

Project manager