

# **EXAMPLE**

**Contract No:**

## **Agreement of Cooperation**

**For the implementation of the ..... Component of SaMi phase III**

**Safer Migration (SaMi) Project/Helvetas Nepal**  
(herein after referred to as SaMi/Helvetas)  
GPO Box 688, Dhobighat, Lalitpur, Nepal

And

**NAME + ADDRESS OF TECHNICAL PARTNER**

**(Project duration: 16<sup>th</sup> July 2019-15<sup>th</sup> July 2020)**

## **1. Background of the Project**

The Safer Migration project (SaMi) is a bilateral initiative of the Governments of Nepal (GoN) and Switzerland. The project is implemented through a partnership between the Ministry of Labour, Employment and Social Security (MoLESS), Helvetas Nepal as a technical assistance provider, the Foreign Employment Board (FEB) and selected local governments. Through the two first phases of the project (2011-2018) of implementation, SaMi project has been working for access to relevant information, to justice the protection of migrant rights. The project neither intends to discourage Nepali citizens nor does it intend to encourage for foreign employment. It intends to support Nepali potential migrants, both women and men by providing them with accurate and relevant information on foreign employment so that they can make informed decision whether to go for labour migration or not.

**The overall goal of the project is** “Migrants (Male/Female/marginalized groups) and their families are better protected by Nepali institutions in Nepal and benefit from decent work conditions abroad”. The following are expected outcomes and outputs of the project.

**Outcome 1:** Women and men migrants and their families, including from marginalized groups, have increased the benefit and mitigated the social implications of migration.

**Output 1.1** Men and women migrants in working palikas access information on how to migrate safely

**Output 1.2** Victims of migration related exploitation and fraud access legal aid and associated services

**Output 1.3** Migrants and families in distress use social support services

**Output 1.4** Migrant acquire skills that are recognized by foreign employers

**Output 1.5** Migrants families have the necessary skills to increase savings and manage remittances

**Output 1.6** Migrants rights advocates have the evidence and skills for effective policy dialogue

**Outcome 2:** All three levels of government use effective mechanisms for the protection of migrants and their families.

**Output 2.1** MoLESS is strengthened to ensure safe and orderly migration

**Output 2.2** Department of Foreign Employment's (DoFE) Foreign Employment Information Management System (FEIMS) is expanded and functional

**Output 2.3** FEB has developed a national resource center for migrants resource center (MRCs) and a mechanism for foreign employment skills development

**Output 2.4** Selected states are strengthened to deliver their strategic and coordination role on Foreign Employment

**Output 2.5** MRC and other palika support to implement Foreign Employment services

**Output 2.6** MRCs support to deliver effective safe migration services

## 2. Background of the Project Component:

Taken from ToRs

To address all these issues SaMi/Helvetas entered into the partnership with .....(herein after referred to as ..... ) which has expertise in .....

### 2.1 The purpose of addressing the issue..... are:

Taken from ToRs

### 2.2 Objectives of the partnership

The major objective of this partnership is to:

Taken from ToRs

## 3. Activities to be implemented

To contribute/achieve the overall outcomes and outputs (Section 1 above) with focus on Outcome X and Output XX, in close coordination with SaMi/Helvetas Project Support Unit, .....will carry out the activities mentioned in Table 1.

**Table 1: Activities to be implemented**

S. N	Activities	Target

## **4. Roles and Responsibilities of SaMi/Helvetas**

### **4.1 General**

For ensuring the implementation of activities, SaMi/Helvetas will provide the following support:

- Orientation on project concept, approaches, working modalities including technical and financial reporting.
- Provide agreed financial resources required for the effective implementation of the activities as per Table 1 and Annex-A of this agreement.
- Participate in the activities for exchange, sharing and learning.
- Monitoring and supervision of activities as described in Section 6,
- Support for effective implementation of the activities pertaining to SaMi/Helvetas.
- Support in thematic and technical capacity building of staff and board members
- Support in developing understanding and clarity on Basic Operating Guidelines and other relevant policies adopted by SaMi/Helvetas, mainly; Work Force Diversity Policy, Gender Equality, Social Inclusion and Poverty Policy and Code of Conduct against Corruption.

### **4.2 Financial Contribution**

For the implementation of the activities mentioned in Section 3, Table 1 to achieve outcomes and outputs mentioned in Section 1, SaMi/Helvetas will contribute NPR. ....(In words, .....Rupees only). The detailed breakdown of the activity wise budget is attached as Annex A of this agreement.

### **4.3 General Financial Conditions**

- a) The unspent balance of each installment will be adjusted in the subsequent installment.
- b) Unspent balance, if any, at the end of the year shall be returned to SaMi/Helvetas, or, if both parties agree to extend the contract immediately without any time gap, the unspent balance will be adjusted in the new contract accordingly.
- c) ..... will duly acknowledge in writing the receipt of the financial contribution made available by SaMi/Helvetas each time the disbursement is made.
- d) In case of changes in the program priorities, ..... shall inform SaMi/Helvetas immediately in written form. Such request could be integrated into the program only after the written approval from SaMi/Helvetas.
- e) Changes in agreed budget headings equivalent to 10% or less will not require written approval from SaMi/Helvetas. But programme budget cannot be transferred to salary/administrative costs without prior written approval from SaMi/Helvetas.
- f) For any potential changes in budget heading above 10%, prior written approval of SaMi/Helvetas is a must. In budget sheet, budget heading means Code No. .... etc. sub-headings. In case there is no sub-heading, Code No. such as ..... will indicate main headings for activities.
- g) SaMi/Helvetas will release the budget as per actual expenses.
- h) SaMi/HELVETAS will not be liable for any activities or expenses other than those mentioned in Table 1 of this agreement.
- i) ..... will be liable for presenting its book of accounts and other financial documents to SaMi/Helvetas or representative nominated by it at any given time.
- j) Salary of the staff should be transferred to their personal bank account and any kind of deduction except as per the rules of Government of Nepal will not be accepted.
- k) ..... should maintain a separate bank account for financial transaction related to SaMi/Helvetas. The account should be a current (non-interest bearing) account.

- l) For all financial transactions related with SaMi/Helvetas, recommendation or verification by .....’s focal person for SaMi project is mandatory. This could be done through Journal Voucher or advance/payment statement.
- m) Any payment of NPR. 5,000/- or above should be made through bank cheque only. There must be valid reasons or justifications in written form for not complying with this clause, if any.
- n) ..... should maintain a record of consumable and non-consumable items including information materials, training materials bought in relation to project work during the contract period. A physical verification of the items/goods should take place at least once per year.
- o) In case of change in executive committee, ..... should provide SaMi/Helvetas with the names, designation and signature of executives of the board prior to signing the contract (such as Chairperson, Vice-Chairperson, General Secretary and Treasurer) and focal person who will be directly involved in the project.
- p) In addition to the monthly salary of the SaMi supported staff, ..... should provide provident fund, gratuity, festival allowance, paid maternity leave, annual leave, sick leave and other benefits as per labor law of the GoN.

## **5. Roles and Responsibilities of .....**

In close coordination and consultation with SaMi/Helvetas project team, primarily with designated focal officer, ..... will have, but not limited to, the following roles and responsibilities:

### **5.1 Project Management Related Responsibilities**

#### **5.1.1 Technical**

**As detailed in ToRs.**

#### **5.1.2 Management**

- Plan, budget and implement agreed activities focusing on the results
- Prepare work plans including budget planning for the effective-execution of the project/activities
- Arrange human resources and other resources for effective implementation of project activities
- Establish strong coordination and collaboration with SaMi/Helvetas project implementation partners at national and district levels
- Organize meetings with SaMi/Helvetas team as per need for necessary adjustments.
- Support SaMi/Helvetas team or its representative on programme monitoring & review as well as financial documents/books of accounts.
- Any changes in the organization’s board should be shared with SaMi/Helvetas in written form.
- At the end of the fiscal year, ..... should conduct an overall auditing of its account according to the financial policy of the organization. The audit report, renewal certificate of the organization and certification of tax exemption or tax clearance certificate should be made available to SaMi/Helvetas.
- Implement its activities ensuring positive work environment in the organization by complying with the policy guidelines adopted by SaMi/Helvetas mainly; Basic Operating Guidelines, Work Force Diversity Policy, Gender Equality, Social Inclusion and Poverty Orientation Policy, Sexual Harassment and Mobbing Policy, Policy against Untouchability Code of Conduct against Corruption and Code of contract for partners.
- To prevent sexual harassment at work, ensure a conducive environment in which both men and women can work together without fear and intimidation.

### 5.1.3 Human Resources Management

To achieve the goals and objectives of this partnership, ..... will manage following human resource:

Position/Title	No. of Position	Remarks

For better human resource management, ..... will:

- Consult with SaMi/Helvetas while developing job description of respective staff.
- Consult with SaMi/Helvetas while arranging/hiring staff.
- Orient staff about the project goals, objectives, expected result, budget and activities and .....’s roles and responsibilities.
- Inform in written to SaMi/Helvetas immediately, if there is any change in staff under the project.
- Ensure that the staff paid fully by the project will be used only for the project activities as per this agreement.
- Ensure that every staff supported by the project will maintain monthly timesheet that needs to be approved by the Project Coordinator at the end of the month. In case of Project Coordinator, the same will be approved by Chairperson or another committee member designated by him/her.
- Ensure that board members and executives will not work as paid staff.
- Ensure that resigning staff should furnish a resignation letter in written form with at least one month prior to leaving the job. .... should manage a proper hand-over of all materials, documents and other tasks related to the project within the one month of furnishing the resignation. Otherwise a salary amount, equivalent to the shortfall notice period, shall be deducted.

### 5.1.4 Financial Management

- Maintain books of accounts and necessary financial evidence of every transaction following basic financial principles and financial policy of .....
- Conduct audit as per rules and regulations introduced by Government of Nepal and share the annual Financial Audit Report of its overall income and expenditures to SaMi/Helvetas.
- The expenses related to the project should be paid through cheque. In addition, there should be provision of petty cash fund for everyday expenditures.
- ..... will not subcontract its responsibilities and activities mentioned in this agreement except to those mentioned clearly in the agreement.

### 5.2 Planning and Reporting

Based on the agreed partnership, ..... will prepare yearly implementation plan

..... is required to submit following periodic reports to SaMi/HELVETAS:

Period of Reporting	Months Covered	Deadline for Submission
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Final progress reporting:		
Financial reporting:		

All the reports should reach to SaMi/Helvetas within the given deadlines. The progress reports should be based on agreed plan of operation of the project.

The inventory of the fixed asset bought by ..... from the present contract should be submitted to SaMi/Helvetas while submitting the final financial reporting by. .... should submit a Bank Confirmation Certificate by ..... while submitting the financial report.

### 5.3 Accounting and Auditing

..... will submit following documents to SaMi/Helvetas:

- i. An audited annual statement of expenditure along with fund utilization certificate

### 5.4 Insurance of the Staff and Rented-in House

..... is responsible to ensure that the staff supported by SaMi/Helvetas are covered with accidental insurance coverage of NPR 1,000,000 or an amount equivalent to the employee's three years' salary, whichever amount is lower but accidental insurance coverage should not be lower than NPR 700,000. Insurance of the house rented-in under this project will be as per prevailing rules. .... ensure medical insurance of SaMi supported staff. The total coverage of the medical insurance will be of NPR 100,000.

### 5.5 Equipment:

All equipment included under this agreement and those procured with the support of this project previously will be in the name of SaMi/Helvetas. On completion of the project or contract termination, ..... shall hand over all the equipment to SaMi/Helvetas

## 6. Monitoring Arrangements

As SaMi/Helvetas expects important learning during this phase, an intensive monitoring is expected from all the following parties:

### 6.1 Supervision and Monitoring by .....

..... is required to carry out strong supervision of its staff member, consultants and the project activities under implementation.

### 6.2 Monitoring by SaMi/Helvetas

SaMi/Helvetas will make frequent project visits for exchange, sharing and learning. SaMi/Helvetas can carry out financial and technical monitoring of SaMi/Helvetas related activities as and when necessary. SaMi/Helvetas can also use independent auditor and technical persons to audit or evaluate the project, if wishes to do so.

## **7. Timeline**

This contract will cover the period from 16<sup>th</sup> July, 2019 to 15<sup>th</sup> July, 2020.

## **8. Modality of Payment**

Payment modality for the services delivered by the ..... under this agreement will be as follows:

After signing this agreement, ..... will prepare implementation of the plan and submit budget forecast. The payment will be made after receiving invoice of the total expenses of the period. For the release of payment ..... will have to submit financial along with progress report.

The final settlement will be done at the end of the contract period after receiving final program and financial report from ..... After reviewing and validating the report, SaMi/Helvetas will transfer the final payment to .....

## **9. Common Regulations**

### **9.1 Information**

Apart from the regular official reporting, SaMi/Helvetas and ..... consider important to keep regular contact for exchange, sharing information, discussing on the problems and sharing of ideas and experiences. In addition, an institutional interactive meeting will be held between SaMi/Helvetas and ..... if necessary involving other key stakeholders (e.g. government) to discuss and formalize the learning from the project.

### **9.2 Evaluation of SaMi supported ..... Activities**

SaMi/Helvetas shall undertake any study, review meeting, participatory assessment and evaluation of the SaMi supported activities in consultation with ....., as deemed necessary.

### **9.3 Copyright**

The content and copyright of any reports or other materials - graphic, software or otherwise – which needs to be produced/published by ..... under this agreement, will be discussed and agreed upon by both parties before printing/publishing.

## **10. Political Engagement**

In relation to engagement with political parties, ..... will ensure that:

- Staff supported by project are not involved in any political parties
- Board members are not holding any position in any structure of political parties
- Ensure that it will not do any activity in support of any political party as an institution
- Ensure that the fund and other resources provided by the project shall not be used in favor of or against any political party

## **11. Modification/amendment**



This agreement can be modified/ amended at any time in mutual written agreement between SaMi/Helvetas and ..... Any such modification/amendment will be an integral part of this agreement.

## **12. Force Majeure**

If the performance of this Agreement by either party is hindered, prevented or frustrated by any reasons/event beyond the control of either party, there shall be liberty to either party to declare force majeure making the Agreement partially or fully void without any obligations to anything already executed.

## **13. Termination/Suspension**

In the event of unsatisfactory performance and/or a serious default by one of the contracting parties towards any commitment or obligation under this agreement, the other party may terminate this agreement with at least 15 days' written notice.

**On behalf of SaMi/Helvetas**

**On behalf of .....**

.....

.....

Team Leader

.....

Date:

Date: Date: