



International Action & Advocacy Division
Department 000640 - Asie - Europe Orientale

PROJECT CONTRACT

Project name: Recherche-action communautaire pour la “justice carbone” au Viêt Nam (2024) (*or « Community-based action research to promote "carbon justice" in Vietnam »*)

N°: PI242559

Between

SECOURS CATHOLIQUE/CARITAS FRANCE, an association governed by 1901 law, registered at the Paris Police Prefecture under No. 9092 on October 1, 1946 (published in the Official Journal on October 29, 1946), whose public usefulness was acknowledged by a September 25, 1962 decree (published in the Official Journal on September 29, 1962), company I.D. (SIREN) No. 775 666 696, with headquarters at 106 rue du Bac, Paris, 7th arrondissement, France

Represented by

Francesca BOMBI, Asia and Eastern Europe Desk Manager, having full legal capacity to sign this document
Hereinafter called SCCF,

And

SOCIAL POLICY ECOLOGY RESEARCH INSTITUTE (SPERI), a non-for-profit organization established on 05 June 2006 which is operating according to the Law on Science and Technology, and under the Certificate of Registration of Scientific and Technological Operation No A-525 issued by the Ministry of Science and Technology, with headquarters at Pham Huy Thong Street, Ngoc Khanh Science Village, Ba Dinh District, Hanoi Capital City – Vietnam.

Represented by

Tran Thi Lanh, Founder and director of SPERI, having full legal capacity to sign this document
Hereinafter called SPERI/the Partner.

The signatories have agreed as follows:

ARTICLE 1. PURPOSE OF THIS CONTACT:

The purpose of the contract is to define the reciprocal commitments agreed to by SCCF and SPERI and to establish a common framework for completing the above-mentioned project (hereinafter called the Project).

SCCF and SPERI are jointly committed to achieving the objectives of the project according to the measures described in ANNEX 1 « Logical framework (contract objectives) ».

ARTICLE 2. PRESENTATION OF THE PROJECT

This 12-month project reinforces SPERI’s initiative to protect the rights of indigenous peoples and community forests. The objective is to raise awareness and promote "carbon justice" in Vietnam, by strengthening the knowledge and empowerment of indigenous peoples and farming communities, carrying out an empirical study on the carbon capture capacities of forests managed according to a traditional agro-ecological model (co-conducted with local communities), and advocating a better understanding of the rights and impact of indigenous peoples in carbon trading schemes.

ARTICLE 3. TERM OF THE CONTRACT

- The Project will be conducted from February 1, 2024 to January 31, 2025 (12 months).
- This contract goes into effect as February 1, 2024 until May 1, 2024.



ARTICLE 4. PROJECT FINANCING

- The total amount of the project is 56 000,00 euros or 1 473 465 000,00 dong (1 EUR = 26 312 dong). The contribution of SCCF to this project is 56 000,00 euros or 1 473 465 000,00 dong (1 EUR = 26 312 dong).
- The reference currency for the project expenses is the local currency. SCCF makes transfers in Euros.
- Conversions of funds, exchange differences, gains or losses inherent to this operation are taken into account according to the rules specified in Annex DAG § 3.3.4.3 "Conversion/Exchange" and 3.3.6 § "Financial reporting".
- The project budget is presented in ANNEX 2.
- SPERI is responsible for the management of the Project funds in accordance with the budget.

ARTICLE 5. CALENDAR OF PAYMENTS AND REPORTS

SCCF agrees to disburse funds according to the schedule below, subject to compliance by SPERI of its commitments and the progress of the project in accordance with the logical framework (cf. ANNEX 1).

| Disbursement forecast - SCCF | Forecast date |
|-------------------------------|-------------------------|
| 1st Installment : 39 200,00 € | Upon contract signature |
| 2nd Installment : 11 200,00 € | September 1, 2024 |
| 3rd Installment : 5 600,00 € | April 1, 2025 |

- SPERI undertakes to submit to SCCF narrative and financial reports according to the schedule below:

| Event | Organisation in charge | Forecast date |
|---|------------------------|-------------------------|
| 1st Installment - Initial : 39 200,00 € | SCCF | Upon contract signature |
| Half year report | SPERI | August 1, 2024 |
| Validation half year report | SCCF | September 1, 2024 |
| 2nd Installment : 11 200,00 € | SCCF | September 1, 2024 |
| Final report | SPERI | March 1, 2025 |
| Validation final report | SCCF | April 1, 2025 |
| 3rd Installment : 5 600,00 € | SCCF | April 1, 2025 |
| Contract conclusion | SCCF | May 1, 2025 |

ARTICLE 6. GENERAL ADMINISTRATIVE PROVISIONS

SCCF and SPERI undertake to respect all the General administrative provisions enacted in ANNEX 3.

ARTICLE 7. CONTRACT MODIFICATIONS PROVISIONS

Any modification of the terms of this contract or of the provisions set out in the annex may only be made with the mutual written consent of both contracting parties, formalized by way of amendment to this contract.

ARTICLE 8. END OF THE PROJECT

At the end of the Project, and before the end of the contract mentioned in ARTICLE 3. , SCCF and SPERI will decide:

- The use of the fixed assets acquired and accounted for during the execution of the Project with the funds paid by SCCF according to a document, which will be annexed to the financial report.
- The allocation of the financial balance (positive or negative) at the end of the Project, calculated in the final financial report and possibly audited.

ARTICLE 9. CONTRACT EARLY TERMINATION

- Each of the two parties may terminate ipso jure the contract in advance in case of non-compliance by the other party with the conditions of the contract or its annexes constituting a serious ground for termination.
- The following circumstances are considered as serious grounds for termination:
 - The conclusion of the contract was based on false or incomplete information provided by one of the contracting parties
 - The Partner did not return the signed contract within the delay mentioned in GAD 3.3.1.
 - The conditions required for the conclusion of the contract were subsequently canceled, in particular if the Project for which SCCF provides support is terminated
 - SCCF does not fulfill its payment obligations
 - The Partner is failing to provide financial and / or narrative reports in the time and format agreed upon
 - The Partner does not use the funds (in whole or in part) paid by the SCCF according to the assignments and schedule
 - The Partner did not obtain the prior agreement of SCCF on the choice of the third executing party
 - The Partner does not allow SCCF to implement the monitoring, evaluation or financial audit procedures provided in GAD 3.4.
 - The Partner does not respect the specific regulations of paragraph GAD 3.5
- The termination will take effect ipso jure four (4) weeks after sending a putting in default to repair the breach (es), without any action.
- SCCF reserves the right to demand repayment of sums already paid to the Partner in the event of early termination for serious breach of his obligations.
- The calculation of the financial balance established on the basis of the last financial report validated by SCCF and the terms of repayment of the funds will be established and validated by email at the latest two (2) weeks after the notification warning of the early termination.
- The final use of the assets acquired and recognized during the execution of the Project with the funds paid by SCCF will be decided and communicated to SPERI by email at the latest two (2) weeks after the notification warning of the early termination. If necessary, a revised financial balance will be calculated.
- In addition to the termination of this contract, the breaches of this contract are likely to entail the suspension or even the termination of other project contracts between SCCF and SPERI . Conversely, breaches of other project contracts between SCCF and SPERI may result in the suspension or termination of this contract.

ARTICLE 10. LITIGATION

- French law regulates the present contract.
- In case of disagreement on the execution of this contract, each party undertakes to seek an amicable solution to the dispute.
- In the absence of amicable agreement, the parties will bring their dispute exclusively before the competent courts of Paris (France).

ARTICLE 11. : LIST OF ANNEXES

- The annexes listed below are mandatory and form an integral part of the project contract:
 - ANNEX 1 Logical framework (contract objectives)



- ANNEX 2 Budget
- ANNEX 3 General Administrative provision

Signed in two original sets.

By SCCF
Mrs Francesca BOMBI,

Francesca Bombi 

Asia and Eastern Europe Desk Manager
Signed in Paris

On date: 13 mars, 2024

By SPERI
Mrs Tran Thi Lanh,
Founder and director of SPERI

Signed in *Hanoi*

On date: *20 March, 2024*

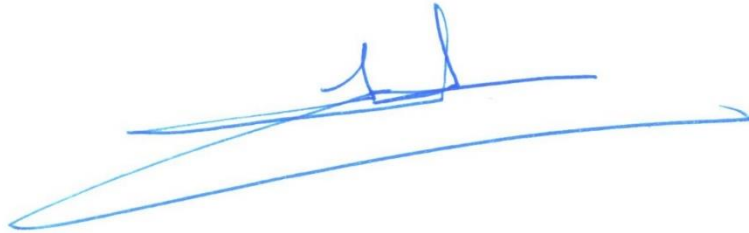


Trần Thị Lanh
VIỆN TRƯỞNG

ANNEX 1. LOGICAL FRAMEWORK (CONTRACT OBJECTIVES)

| Activities | Timeline | Key responsible | Outputs | Effects |
|---|--------------------------|-----------------|---|---|
| Result 1 – Young key farmers, as representatives of IPLC, lead the collection of evidence on carbon storage and are aware of their related rights. | | | | |
| Activity 1: Organizing a Multi-stakeholders' inception meeting to raise awareness and critical discussions about Decree 107. | Quarter 1, 2024 | Ms. Lanh | <p>25 participants would fully engage in the inception meeting and provide great insights into the issues.</p> <p>25 participants got better access to knowledge and information about Decree 107, debates on both sides.</p> <p>Relevant information about carbon market operations and selective articles on lessons learned and benefits, costs to IPLCs will also be gathered and shared. Vietnamese and regional and international (SCCF and FETRA partners) inputs will be facilitated.</p> <p>A report sums up inputs from diverse stakeholders reflecting their understanding, analysis, and make relations to their local contexts, drawing lessons learned and future planning.</p> | <p>Key lessons learned from participants to be shared in other local places (by participants)</p> <p>Improve the engagement of the IPLC in policy making on Carbon trading and carbon legal framework.</p> <p>Key inputs and findings from the meeting to be drawn in report and shared to experts' group and onto the webpage dedicated to the issues; and will be shared to selective alliances and platforms (only of similar shared vision and approach). The video to be shared followed number of views.</p> <p>Circulation on the web and making the languages English and Vietnamese available will facilitate interests and inquiries and collective solidarity of these critical and contemporary issues.</p> |
| Activity 2: Conducting field data collection of 15 samples in total 37.5 ha in HEPA (use this as a practical learning hub): identification, GPS, auditing, measuring, and profiling Carbon restoration capacity. | Quarters 1-2 and 3, 2024 | Ms. Kien | <p>A clear mapping of the overall 37.5 hectares to be study site (this year and onwards).</p> <p>A clear marking of 15 fixed sample plots for this year and future years revisiting and re-assessment.</p> <p>Results and analysis and independent statement of soil and forest CO₂-captured capacity to be released by the State-based Research Institute.</p> <p>Two practical trainings benefit practically and manageable by 25 participants for later lessons and applications at their own local contexts.</p> <p>A ground-truth database and reporting to be issued and validated by External Research Institute and SPERI-HEPA team, through multi-stakeholders' involvement and field-based processes as well as independent review/assessment approach.</p> <p>Documentation/or reporting will be released.</p> <p>Key approach, key findings and lessons learned will be used for reliable curriculum on Training of Trainer in Agro-Ecology Land Use System or Carbon Restoration Capacity (as expected to be accomplished in 2024).</p> | <p>A highly participatory and multi-stakeholders' approach in conducting this field based through to analysis will be valued by partners both from State agencies of relevant offices and supporters (i.e., SCCF, FETRA partners).</p> <p>Key approach, key findings, and key lessons to be released. These may be useful to feed into COP28 debate (as example, case study findings/issues and reflections).</p> <p>A potential (new proposal) for planning of another local area of similar size may apply for the same process to learn and explore and apply in their local context.</p> <p>Key lessons to be captured and recorded by participants. Each participant will reveal one lesson learned and record and share on webpage.</p> <p>Curriculum on Training of Trainer in Agro-Ecology Land Use System or Carbon Restoration Capacity will be applied and disseminated.</p> |

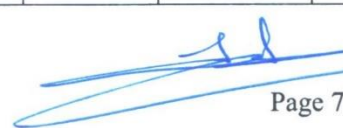
| | | | | |
|---|--------------------------|----------|---|--|
| Result 2 – Empirical evidence provides fair carbon trading policy inputs which influence national policy making. | | | | |
| Activity 3: Publishing a scientific article reflecting critically the results of field data collection for further advocacy on Land policy, Forest policy and CO2 justice in Vietnam or further UN debate bargaining rights of forest owner | End of Quarter 3-4, 2024 | Ms. Lanh | <p>A well-prepared program of the webinar with presentations (and or writing/contributions from scholars, experts) being prepared by fieldwork, results analysis, experts' comments and findings and assessment for the workshop.</p> <p>A list of participants composition of diverse stakeholders and potential engaging other interested publics and experts/scientists.</p> <p>Workshop to be organized successfully and combined with webinar engaging international audience.</p> <p>The article is expected to be published.</p> | <p>Lessons and results from HEPA will provide some comparative perspectives against and or supportive of Decree 107.</p> <p>Key issues and approaches after the entire processes will be documented to be lessons learned for either Decree 107 and or future policy inputs, or guidance to implement (worthwhile contribution for the Strategy on carbon market access, experiences and inputs from the grounds and interactions by IPLCs).</p> <p>Results and findings from HEPA (as the case study) receive comments, insights, and inputs for regional, national and international usefulness.</p> <p>The article will be used for further advocacy on Land policy, Forest policy and CO2 justice in Vietnam or further international debate bargaining rights of forest owners.</p> |



ANNEX 2. BUDGET

EURO/VND (*): 26 312,00

| | | Unit | Quantity | Price unit | Amount | |
|-------------------|---|--------|----------|------------|---------------|-----------|
| | | | | VND | VND | EURO |
| B.1 | PERSONEL COST | | | | 696 000 000 | 26 451,81 |
| | Programing staff | | | | 696 000 000 | 26 451,81 |
| 1 | Technical Officer 1 (partime 50%): Le Hong Giang | month | 12 | 7 000 000 | 84 000 000 | 3 192,46 |
| 2 | Technical Officer 2 (partime 50%): Pham Quang Vu | month | 12 | 6 000 000 | 72 000 000 | 2 736,39 |
| 3 | Technical Officer 3: Nguyen My Linh | month | 12 | 6 000 000 | 72 000 000 | 2 736,39 |
| 4 | Admin Manager & Cash Keeper: Pham Mai Tan | month | 12 | 6 000 000 | 72 000 000 | 2 736 |
| 5 | Accountant: Le Thi Huyen Trang | month | 12 | 6 000 000 | 72 000 000 | 2 736 |
| 6 | Tran Dinh Khanh (HEPA) | month | 12 | 5 500 000 | 66 000 000 | 2 508 |
| 7 | Nguyen Thanh Trung (HEPA) | month | 12 | 5 500 000 | 66 000 000 | 2 508 |
| 8 | Project Coordinator - M&E: Dang To Kien | month | 12 | 8 000 000 | 96 000 000 | 3 649 |
| 9 | Project Director : Tran Thi Lanh | month | 12 | 8 000 000 | 96 000 000 | 3 649 |
| B.2 | PROGRAM | | | | 525 300 000 | 19 964 |
| Activity 1 | Organizing a Multi-stakeholders especially Key Farmers regarding forest and land owners under marginalized situations caused by Decree 107 | | | | 117 800 000 | 4 477 |
| 1,1 | Organizing a 3-day workshop for 25 participants | | | | 82 800 000 | 3 147 |
| | Traveling for 16 paticipants outside HEPA | | | | 33 500 000 | 1 273 |
| | Basic food for all participants (3-day) | pp | 78 | 300 000 | 23 400 000 | 889 |
| | Basic accommodation for 16 participants outside HEPA * 1 time (3-day) | day | 48 | 100 000 | 4 800 000 | 182 |
| | Expert fee | day | 5 | 2 500 000 | 12 500 000 | 475 |
| | Stationary | set | 1 | 5 000 000 | 5 000 000 | 190 |
| | Car petrol | Lit | 150 | 24 000 | 3 600 000 | 137 |
| 1,2 | Documentation | | | | 35 000 000 | 1 330 |
| | New data space for web postage (HEPA: server needed 4GB ram, 25\$/month * 12 months) | set | 1 | 20 000 000 | 20 000 000 | 760 |
| | Video production (5-10 minutes) | video | 1 | 15 000 000 | 15 000 000 | 570 |
| Activity 2 | Conducting field data collection of 15 samples in total 37.5 ha in HEPA territory: identification, GPS, auditing, measuring, and profiling Carbon restoration capacity | | | | 259 100 000 | 9 847 |
| 2,1 | Training for 25 people to understand the practical processes; hence be able to re-practicing the process of field-data collection at village level | | | | 226 600 000 | 8 612 |
| | Traveling for 17 participants outside HEPA | | | | 67 000 000 | 2 546 |
| | Basic food for 27 participants (3-day) * 2 times | pp | 162 | 300 000 | 48 600 000 | 1 847 |
| | Basic accommodation for 17 participants outside HEPA * 2 times (3-day) | day | 102 | 100 000 | 10 200 000 | 388 |
| | Allowance for 2 technical persons in a team | day | 12 | 2 500 000 | 30 000 000 | 1 140 |
| | Tools for participants to go to forest | pp | 27 | 400 000 | 10 800 000 | 410 |
| | Video production; 2 videos, 10-30 minutes Translation to languages (serviced inclusion) | video | 2 | 30 000 000 | 60 000 000 | 2 280 |
| 2,2 | Sample analyzing, data analyzing and report writing on HEPA forest measurement | | | | 32 500 000 | 1 235 |
| | Allowance for 02 technical persons in a team | day | 10 | 2 500 000 | 25 000 000 | 950 |
| | Analyzing CO2 content in soil and plants. | sample | 15 | 500 000 | 7 500 000 | 285 |
| Activity 3 | Publishing a scientific article reflecting critically the results of field data collection for further advocacy on Land policy, Forest policy and CO2 justice in Vietnam or further UN debate bargaining rights of forest owner | | | | 148 400 000 | 5 640 |
| 3,1 | Organize a workshop for 1) sharing technical results after measuring Carbon content in HEPA forest; 2) Discussing on the approach for tropical forest protection and governance toward Carbon market; 3) Discussing on follow up activities to realize the strategy on carbon market access. | | | | 70 100 000 | 2 664 |
| | Traveling for 19 participants outside HEPA | | | | 41 500 000 | 1 577 |
| | Basic food for 29 participants (1-day) * 1 time | pp | 29 | 300 000 | 8 700 000 | 331 |
| | Basic accommodation for 19 participants outside HEPA * 1 time (1-day) | day | 19 | 100 000 | 1 900 000 | 72 |
| | Allowance for 2 professors (1-day) | pp | 2 | 3 000 000 | 6 000 000 | 228 |
| | Allowance for 2 experts | pp | 2 | 2 500 000 | 5 000 000 | 190 |
| | Allowance for a translator | pp | 1 | 5 000 000 | 5 000 000 | 190 |
| | Stationary | set | 1 | 2 000 000 | 2 000 000 | 76 |
| 3,2 | Organizing a workshop with the participation of professors from different fields of knowledge to outline the writing on the article at HEPA | | | | 37 300 000 | 1 418 |
| | Travelling for 7 participants outside HEPA | | | | 15 500 000 | 589 |
| | Basic food for 7 participants (2-days) * 1 time | pp | 14 | 300 000 | 4 200 000 | 160 |
| | Allowance for 2 professors (2-day) | pp | 4 | 3 000 000 | 12 000 000 | 456 |
| | Car petrol | Lit | 150 | 24 000 | 3 600 000 | 137 |
| | Stationary | set | 1 | 2 000 000 | 2 000 000 | 76 |
| 3,3 | Finalizing the scientific article | | | | 26 000 000 | 988 |
| | Stationary | set | 1 | 2 000 000 | 2 000 000 | 76 |
| | Allowance for 4 professors (2-day) | pp | 8 | 3 000 000 | 24 000 000 | 912 |
| 3,4 | Media production (1 video and 1 news posted media agency); | | | | 15 000 000 | 570 |
| | | | | | | |
| B.3 | Administration (cost per year) HEPA | | | | 182 000 000 | 6 917 |
| 1 | Administration HEPA (electricity, water bills, internet, telephone) (cost per year) | month | 12 | 4 000 000 | 48 000 000 | 1 824 |
| 2 | Vehicle maintenance and inspection | month | 12 | 7 000 000 | 84 000 000 | 3 192 |
| 3 | Auditing | year | 1 | 50 000 000 | 50 000 000 | 1 900 |
| | Total In VND | | | | 1 403 300 000 | |
| | Total In EURO | | | | | 53 333 |
| | Reserve | | | | 70 165 000 | 2 667 |
| | Total budget | | | | 1 473 465 000 | 56 000 |
| | | | | | | |
| Note: | (*) Exchange rate opening 08/02/2024, 1 EUR = 26 311.5377 VND | | | | | |
| | https://www.boursorama.com/bourse/devises/taux-de-change-euro-dong-EUR-VND/ | | | | | |


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ANNEX 3. GENERAL ADMINISTRATIVE PROVISION

GAD 3.1 Preamble

- The implementation of the project involves both internal and external responsibilities of the two signatory organizations of this contract. For this, they commit themselves to:
 - Report to project financiers (private donors, legal entities or public donors)
 - Involve beneficiaries in all phases of the project
 - Capitalize, experiment, innovate to improve practices
 - Respect the rules of governance and management: they must have procedures and documents that guide decisions and practices in all areas (governance, human resources, accounting, purchasing, project management, risk management, fund raising, internal audit, communication, etc.).
 - Comply with Caritas Internationalis management standards and other specific regulations (GAD 3.5).
- This agreement is the only one existing for this project. No verbal agreement may substitute for the terms of this contract or its annexes.
- Contracting parties are subject to the legislation of their respective countries.
- The invalidation or invalidity of one or more clauses of this contract does not affect the validity of the other enforceable clauses.

GAD 3.2 SCCF Commitments

- SCCF undertakes to respect the schedule provided for the payment of funds in accordance with ARTICLE 3. Each sending of funds subject to an information email from SCCF.
- SCCF undertakes to provide the Partner, at its request, with methodological support during the running of the Project, for the proper achievement of the objectives and activities.
- When an expertise proves to be necessary for the implementation of the program, the Partner can request from SCCF to arrange the relevant recruitment. The service provision of this expertise will be applied to the benefit of the Partner and financially supported by SCCF who will pay the corresponding invoices. Where applicable, the financial contribution paid by the SCCF under the Project will include management fees for the service provision of this expertise.
- If the budget can not be readjusted to account for foreign exchange losses, these can be borne by SCCF up to 15% of the amount of SCCF support to the Project, with an overall ceiling of € 50,000. In this case, an amendment is signed to take into account the financial and possibly operational modifications of the Project in accordance with ARTICLE 7.
- When SCCF funding comes from private or public donors imposing special conditions, SCCF transmits it to the Partner who must respect / apply it upon receipt.
- SCCF commits to abide by its code of conduct and ethics (see GAD 3.5)
- With a view of transparency and accountability for the use of its funds, SCCF publishes Project data according to the International Aid Transparency Initiative standard (<https://iatistandard.org/en/>). This publication does not contain any personal data

GAD 3.3 Partner Commitments

GAD 3.3.1 Project Implementation

- The Partner agrees to return the signed contract to SCCF within four weeks after receipt. Failing this, SCCF may terminate the contract in accordance with ARTICLE 9.
- The Partner commits to carry out the Project according to the objectives foreseen in ANNEX 2, the budget foreseen in ANNEX 2, and within the deadline envisaged in ARTICLE 3. .
- If, within six months of the date of dispatch of the funds, the Project has not started, SCCF's contribution must be returned, except in the case of a prior written agreement formalized by way of amendment to this contract on another use of the funds paid or a project carry forward.

- The Partner pays particular attention to the traceability of expenditure and the respect of procurement procedures for goods or services and in particular tenders, which must be included in its procedures manual, so as to avoid any ineligible expenditure.
- Whenever possible, the Partner ensures, for any payment of funds that is not used immediately, to convert these funds into a strong currency (USD or EUR) in order to better protect themselves from currency risk, including use must be the subject of a written agreement with SCCF.
- The Partner is responsible for the security of the Project. Throughout its implementation, it undertakes to look after the people and property assigned to the Project according to its own procedures. It ensures the safety of any visitor mandated by SCCF.
- The Partner is obliged to immediately inform SCCF of any event that occurred during the Project that may have an influence on the progress of the project (budget, payment schedule, achievement of objectives, etc.)
- If a new donor contributes during the Project, the Partner must inform SCCF and propose a revised budget and objectives.
- The Partner undertakes to enforce the commitments he has made to SCCF by his potential local partners.

GAD 3.3.2 Relationship with SCCF

- The Partner agrees to apply, upon receipt, the obligations transmitted by SCCF from other public or private donors stipulated in the ANNEX 2
- The Partner keeps at the disposal of SCCF, which reserves the right to request it each year, the global activity report of the Partner (narrative and financial for the last closed financial year).
- The Partner agrees to inform SCCF of the results of any audit, commissioned by SCCF or a third party, containing critical recommendations
- The Partner notifies SCCF of any judicial reorganization proceedings required or opened against it.
- The Partner authorizes access to any person from SCCF or mandated by SCCF to its premises or to the sites where Project activities are conducted.
- The Partner retains all original invoices and other original vouchers for the Project for 10 years after the end of the project.
- The Partner has a code of conduct and ethics in accordance with the management standards of Caritas Internationalis or SCCF (see GAD 3.5) and undertake to respect it.
- The Partner exercises the right of alert in accordance with the terms of the alert system put in place by SCCF (see GAD 3.5), provided that it is aware of a violation of the rules of the said code of ethics by an actor of SCCF.

GAD 3.3.3 Staff

- The Partner employs qualified staff.
- The list of staff employed must be available at the request of SCCF.
- The Partner concludes employment contracts with employees in accordance with local labor legislation
- The employment contracts include in any case:
 - The precise description of the job or position
 - The amount of remuneration and any gratuity that must comply with the local regulations and internal practices of the Partner.
- The Partner must be able to justify the allocation of staff time (full-time or part-time)
- If the Partner has to outsource, it does so in accordance with the local rules and in accordance with GAD 3.3.5.
- The Partner retains its rights and remains bound by its obligations in the event that it subcontracts the execution of the Project to a third party executing. The choice of this third party executor must receive the prior written agreement of SCCF.
 - The third executing party is subject to the same rights and obligations as the Partner as provided for in this contract.

- In the event of a change of third party executor during the implementation of the Project, the latter shall replace the previous executor with the same rights and obligations as the previous executor, after prior written agreement by the SCCF.
- In the event that the partner has not obtained the prior written agreement of SCCF on the choice of the third executor party, SCCF reserves the right to terminate the contract as provided in ARTICLE 9.

GAD 3.3.4 Financial management

GAD 3.3.4.1. Accounting

The Partner must carry out his accounting in accordance with the local and international regulations in force.

GAD 3.3.4.2. Receipt of funds

- The Partner sends SCCF a document from the bank containing the details of the account on which SCCF must make the payments, signed by the director of the Partner. Any changes to these contact details during the project must be notified to SCCF.
- The Partner informs SCCF of non receipt of funds within 3 weeks.
- Whenever possible, the Partner opens a strong currency account (USD or EUR) to limit currency risk.

GAD 3.3.4.3. Conversion / Change

- The conversion of the funds paid for the Project should be clearly mentioned on the banks' exchange slips
- Only the exchange rates mentioned on these slips will be considered in the calculation of expenditure in euros; any other method or proof is subject to a written agreement of the two contracting parties.
- Foreign exchange loss: any exchange differences (losses or gains) must be justified in the financial report preceding the final report in order to deal with these possible gains or losses before the end of the Project.
- The standard method for calculating foreign exchange gains or losses is to calculate the difference between the total amounts received by the partner (in the project currency) and the total amounts that it would have received by applying the exchange rate of the contractual budget (ANNEX 2)
- If this method cannot be applied, the alternative method used must be specified in a particular annex to the contract

GAD 3.3.4.4. Budget

- On a constant budget, any change of more than 15% per budget chapter must first be approved in writing by SCCF.
- Any increase or decrease in the total budget must be subject to a written amendment between the Partner and SCCF
- Interest earned on the Project or revenue generated by the activities carried out under the Project must be identified and their use must be agreed in writing with SCCF.

GAD 3.3.4.5. Expenditure

- Expenditures can only be made in accordance with the budget approved in accordance with the ANNEX 2
- Only expenses recognized during the life of the Project are retained as eligible. Audit and evaluation expenditure may take place no later than the end date of the contract, failing which it may be eligible.
- Expenses corresponding to goods or services that will only be paid after the end date of the Project are exceptionally eligible upon justification to be provided and with the prior written consent of SCCF.
- SCCF reserves the right to demand repayment of funds already paid if expenses are declared ineligible.

GAD 3.3.5 Procurement

- The Partner has purchasing procedures that include thresholds for the purchase of goods and services. These procedures must be in line with those of all project funders. Thus, for any supply of goods and services, the best value for money must be proven and documented.
- The Partner makes sure to buy local or regional products wherever possible. In case of impossibility, he undertakes to inform SCCF and to provide explanations, justifying the support.



- The Partner has the responsibility:
 - to make the request to the competent authorities for the exemption of import taxes or other possible taxes. In case of refusal, he must prove that he has made the necessary attempts to obtain an exemption.
 - to ensure the quality of the goods acquired.
 - to ensure that they are transported in suitable packaging to the final place of use (or distribution).
 - to distribute them in accordance with the logical framework (project objectives) of the ANNEX 1.

GAD 3.3.6 Project reports

- In accordance with ARTICLE 5. of the contract, the Partner is required to submit the interim and final reports on the agreed dates.
- After the study of these reports according to the deadlines set in ARTICLE 5. , SCCF validates them or asks for additional explanations, specifying a deadline for the answer.
- If the answers provided remain insufficient or if deadlines are not respected, SCCF may:
 - defer support for the Project until such reports are obtained and approved
 - terminate the contract in accordance with ARTICLE 9.
 - delay support for another partner project.
- Reports must contain the following information:
 - Presentation of the project (title, number, partner, duration, period covered by the report, general objective, location, beneficiary populations, ...).
 - Main events impacting the project context, its activities and its organization.
 - Project progress with a table giving the results for each indicator and the percentage of progress from the logical framework (see ANNEX 2).
 - The results of the activities described in the logical framework (see ANNEX 1).
 - Update of the planned activities for subsequent tranches as well as budget revision, if necessary.
- Financial reports:
 - Budget
 - ✓ The reports are presented in the same format as the reference budget (see ANNEX 2) i.e. in local currency. The budget is presented with reference to Euro calculated according to the exchange rate of the contract mentioned in ARTICLE 4.
 - ✓ If the budget has been revised, the reference budget (original approved budget) must be presented in the report against the revised approved budget
 - ✓ If the revision of the overall budget has an impact on the amount and/or timing of the remaining payments, this should be mentioned in the report.
 - Income
 - ✓ The reports include a list of disbursements from all Project donors, converted at the exchange rate (including any bank charges) applied by the banks on the day of the transaction
 - ✓ The reports include the partner's own resources and any income generated by the Project.
 - ✓ Difference between the equivalent amounts in local currency at the budget rate and the income converted at the real rate in local currency should be mentioned
 - Expenditure
 - ✓ The reports include all Project expenditure in local currency (irrespective of funding source).
 - ✓ A description and an explanation of each difference of more than 5% between the budget in local currency and the actual project expenditure in local currency should be included.
- Additional provisions for the final report:
 - The final financial report must include as an annex the donation certificates if donations have been made.

- The final report must include experience feedback in its conclusions (good practices, points of improvement) so that this information can be taken into account for the next project.

GAD 3.4 Monitoring, evaluation and financial audit

- Throughout the duration of the project, SCCF may go to the project site in order to assess the progress and the results obtained, after giving at least a fifteen days' notice to the partner. In this case, the partner must provide SCCF with all information necessary for this assignment.
- SCCF reserves the right to request an external financial audit of the project. The terms of reference for this audit and the selection of national or international auditors will be established by SCCF as part of an exchange with the partner. In such case, the partner remains at the disposal of auditors in order to help them to achieve their mission in a satisfactory way.
 - Should SCCF not be the only funder of the Project, the audit would be carried out in agreement with all the funders and the report distributed to all the stakeholders.
- An external evaluation of the Project may be carried out, that must be completed before the end of the agreement. The terms of reference for this evaluation and the selection of the evaluator are established between SCCF and the partner. The partner undertakes to make every effort to ensure that this evaluation is carried out as effectively as possible.
 - Should SCCF not be the only funder of the Project, the evaluation would be carried out in agreement with all the funders and the report distributed to all the stakeholders.

GAD 3.5 Specific regulations

- The two contracting parties respect:
 - The anti-terrorism and anti-money laundering regulations of the United Nations, the European Union and France.
 - International environmental and social standards.
- The additional regulations listed below form an integral part of the project contract. They are available at the request of SCCF or on the websites listed below:
 - SCCF :
 - ✓ Code of Conduct and Ethics of SCCF Actors / Alert Procedure :
<https://www.secours-catholique.org/m-informer/publications/code-de-conduite-et-dethique>
<https://www.secours-catholique.org/m-informer/publications/dispositif-dalerte-du-secours-catholique-caritas-france>
 - Caritas Internationalis
 - ✓ Protection of children and vulnerable people:
<https://www.caritas.org/wordpress/wp-content/uploads/2019/02/Caritas-Internationalis-Children-and-Vulnerable-Adults-Safeguarding-Policy.pdf>
 - ✓ Management standards:
<https://www.caritas.org/who-we-are/management-standards/>

