

# AGREEMENT

between  
the International Center for Human Development,  
Stichting Save the Children Nederland,  
Armavir Development Centre and  
Martuni Women's Community Council  
for joint implementation of  
"Combating Gender-Biased Sex Selection in Armenia"  
Project

## 1. Purpose

The purpose of this Agreement is to join efforts of

the International Center for Human Development (ICHD);

the Stichting Save the Children Nederland (SCNL) and the Save the Children International Armenian Representative Office (SCI), as the affiliated entity to the SCNL;

the Armavir Development Centre (ADC); and

the Martuni Women's Community Council (MWCC)

for the implementation of the action entitled "Combating Gender-Biased Sex Selection in Armenia" (hereinafter referred to as the **Action**), funded by the European Union, represented by the European Commission (EC) in the context of the submitted application (application reference: EIDHR/2013/34, hereinafter referred to as **Grant Application**) and on the terms and conditions set forth with the Grant Contract (Grant Contract EIDHR/2014/348-191), hereinafter referred to as the **Contract**), signed by the EC and the ICHD on 18 December, 2014.

## 2. The Parties

The International Center for Human Development, Non-Government Organisation

Address:	19 Sayat Nova Ave., Ani Plaza Hotel Business Floor
Organisation official registration number:	21117100109
VAT number:	AM01225144

hereinafter the "Coordinator", represented by Mr. Armen Galstyan, Executive Director;

The Stichting Save the Children Nederland, Non-Government Organisation

Organisation official registration number:	41201463
Address:	Laan van Nieuw Oost-Indië 14-16, 2593 BT The Hague, The Netherlands
BANK NAME:	ABN-AMRO MeesPierson
BANK ADDRESS:	P.O. Box 283, 1000 EA Amsterdam, The Netherlands
BANK CODE:	ABNANL2A
BENEFICIARY ACCOUNT NAME:	Stichting Save The Children Nederland
BENEFICIARY ACCOUNT NUMBER:	626582733
IBAN NUMBER:	NL16ABNA0626582733

hereinafter the "**Beneficiary**", represented by **Pieter Maurice Kraan, Chief Executive;**  
the **Armavir Development Centre**, Non-Government Organisation

Organisation official registration number: 211.171.03308  
Address: 39a H. Avetisyan str., Armavir, 0901, Armenia  
BANK NAME: Armeconombank, Armavir branch  
BANK ADDRESS: 8 Jivanu, Armavir  
BANK CODE: 16 310  
BENEFICIARY ACCOUNT NAME: Armavir Development Centre  
BENEFICIARY ACCOUNT NUMBER: 8008513 AMD, 8034287 EUR

hereinafter the "**Beneficiary**", represented by **Naira Arakelyan, Executive Director;**  
the **Martuni Women's Community Council**, Non-Government Organisation

Organisation official registration number: 03U067791  
Address: 8 Proshyan Street, Martuni, 1402  
BANK NAME: Ardshinvestbank  
BANK ADDRESS: 5 Shahymyan Street, Martuni, 1401  
BANK CODE: SWIFT: ASHBAM22  
BENEFICIARY ACCOUNT NAME: Martuni Women's Community Council NGO  
BENEFICIARY ACCOUNT NUMBER: 247660097509

hereinafter the "**Beneficiary**", represented by **Anahit Gevorgyan, President.**

The term "**Beneficiaries**" refers collectively to all organisations referred to as "**Beneficiary**".

WHEREAS the Beneficiaries have authorised the Coordinator, as per the Section 4.2 of the Grant Application, to sign the Contract and to represent ADC, MWCC and SCNL, including its affiliated entity SCI, in all matters concerning this Contract, now, therefor, the Parties have agreed as follows:

### 3. Implementation Period

3.1. The implementation period of the Action shall begin on the first day of the month following the date on which the first instalment of pre-financing is paid by the EC to the Coordinator (Action Start Day). The Coordinator shall duly inform the beneficiaries on the fact of receiving the first pre-financing from the EC without any delay.

3.2. The implementation period of the Action is 24 months.

### 4. Responsibilities of the Parties

4.1. Responsibilities of the Parties are determined by the Contract and its Annexes, attached to this Agreement as its integral part (*Attachment 1*).

4.2. Parties shall carry out the Action jointly and severally vis-a-vis the EC taking all necessary and reasonable measures to ensure that the Action is carried out in accordance with the terms and conditions of the Contract and the Description of the Action in Annex I of the Contract. To this purpose, the Parties shall implement the Action with the requisite care, efficiency, transparency and diligence, in line with the principle of sound financial management and with the best practices in the field.



4.3. The Parties shall be responsible for achieving specific outputs and results anticipated under specific objectives of the Action, as described in the Contract.

- i. ICHD shall particularly lead the implementation of the key activities under SO1 and SO3 of the Annex I of the Contract, involving Beneficiaries in mobilisation, training, dialogue and advocacy.
- ii. SCNL and its affiliate SCI shall lead the activities under SO2, extensively involving other Parties as described in the Annex I of the Contract.

4.4. The Parties shall conduct regular bi-monthly coordination meetings (where needed inviting also specific stakeholders) to ensure coherence of the Project activities, to track its progress against projected results and to consider challenges and opportunities emerging in the course of the project.

## **5. The Coordinator**

5.1. The Coordinator shall retain responsibility for overall management of the Action including monitoring of implementation of the Action activities, consolidation of its results, delivery of the expected results by the Parties, as well as consolidated reporting to the EC (including financial reporting).

5.2. The Coordinator is the sole intermediary for all communications between the Beneficiaries and the EC. The Coordinator is the sole interlocutor of the EC and is responsible for collecting all the necessary information for drawing up consolidated reports. The Coordinator is therefore responsible for obtaining, verifying and consolidating this information before passing it on to the EC.

5.3. The Coordinator shall provide to the Beneficiaries appropriate forms for narrative and financial reporting as well as appropriate instruments and forms for planning and monitoring of the Action activities in line with the Contract and its Annexes, and in line with the policies and procedures of the Coordinator.

5.4. The Coordinator shall inform the Beneficiaries on the subsequent release of funds in tranches by the EC within seven working days.

5.5. General roles and responsibilities of the Coordinator are explicitly defined in Article 1.6 of the Annex II of the Contract.

## **6. The Beneficiaries**

6.1. Each Beneficiary shall provide the Coordinator with the Action interim and final reports (narrative and financial), as well as the Quarterly Financial Reports, the Quarterly Plans and the Quarterly Monitoring Reports as described in the Section 7 of this Agreement.

6.2. Each Beneficiary shall allow verifications to be carried out by the Coordinator. The Beneficiaries shall allow the Coordinator to access the sites and locations at which the Action is implemented; examine their accounting and information systems, documents and databases concerning the technical and financial management of the Action; take copies of documents; carry out on-the-spot-checks; conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Action.

6.3. Each Beneficiary shall provide any additional clarifications, modifications or information requested by the Coordinator regarding the narrative or financial reports, or the planning and monitoring forms within 3 working days of receipt of such request.

6.4. Each Beneficiary shall duly inform the Coordinator about any problems they may face in attaining the objectives stated in the Contract and respective Annexes.

6.5. General roles and responsibilities of the Beneficiaries are explicitly defined in Article 1.5 of the Annex II of the Contract.

## 7. Reporting and Monitoring

7.1. Each Beneficiary shall provide the Coordinator with all requested information on the implementation of the Action, including:

- i. monthly update of the Action Work Plan, as per the on-line form available at <http://1drv.ms/1tkq1Mq>.
- ii. the Interim Narrative Report and the Interim Financial Report, as per the forms provided in *Attachment 2* and *Attachment 3* to this Agreement;
- iii. the Final Narrative Report and the Final Financial Report as per the forms provided in *Attachment 4* and *Attachment 5* to this Agreement;
- iv. the Quarterly Financial Reports, as per the forms provided in *Attachment 6* to this Agreement;
- v. the Quarterly Plans and the Quarterly Monitoring Reports as per the forms provided in *Attachment 7* and *Attachment 8* to this Agreement.

7.2. Each Beneficiary shall submit the Interim Narrative Report and the Interim Financial Report to the Coordinator within 30 calendar days following the end of the interim reporting period. The interim reporting period starts on the Action Start Day and lasts for 12 months.

7.3. Each Beneficiary shall submit the Final Narrative Report and the Final Financial Report to the Coordinator within 45 calendar days following the end of the implementation period of the Action.

7.4. Each Beneficiary shall submit the interim and final reports in hard copy, duly signed and sealed, and in electronic format as per the forms provided by the Coordinator.

7.5. Each Beneficiary shall submit the Quarterly Plans and the Quarterly Monitoring Reports within 5 working days after the end of each quarter starting from the Action Start Day. Each Beneficiary shall submit the Quarterly Financial Report within 20 working days after the end of each quarter starting from the Action Start Day. The Quarterly Plan for the first quarter shall be submitted within 5 working days starting from the Action Start Day. The quarterly plans, the quarterly monitoring reports and the quarterly financial reports shall be submitted to the Coordinator in electronic formats.

7.6. The interim and final reports, as well as quarterly plans, quarterly monitoring reports and quarterly financial reports shall be accompanied with the copies of proper supporting documents (e.g. event draft and/or final agendas, photos, participant registration documents, detailed breakdown of expenditures, other evidence documents and publications, etc.) either in electronic format or in hard copy. The copies of financial and legal documents, as well as personnel timesheets should be submitted to the Coordinator upon request.

7.7. Rules for conversion between the currencies are set out in the Article 15.9 of the Annex II of the Contract.

7.8. Reports shall be submitted in EUROS. For the purpose of reporting, conversion into EURO shall be made using the rate of exchange at which the EC contribution was recorded in the Coordinator's account. The Coordinator shall duly notify the Beneficiaries on this rate.

7.9. The Coordinator may introduce reporting and planning or other monitoring and evaluation instruments not indicated in this Agreement and requested by the EC or its regulations. In such cases the Beneficiaries shall duly provide the Coordinator with the information requested in the introduced forms within established period.

## 8. The Budget and Payments

8.1. The total estimated eligible costs for each Beneficiary, as well as forecast for budget breakdown by months as per the Action Work Plan are defined in the *Attachment 9* of this Agreement in full accordance with the Annex III of the Contract.



8.2. The Coordinator undertakes to:

- i. transfer the funds designated for SCNL in EUROS.
- ii. transfer the funds designated for MWCC and ADC in Armenian Drams using the currency conversion rate defined in the section 7.8 of this Agreement.

8.3. The Coordinator undertakes to transfer funds covering the maximum of 95% of the estimated eligible costs of each Beneficiary. The balance (i.e. the difference between the budgeted eligible costs of the Beneficiaries and the amount to be transferred by the Coordinator) must be financed by each Beneficiary from sources other than the European Union Budget or the European Development Fund.

8.4. The Coordinator shall proceed with transfer of funds to each Beneficiary upon receiving the Pre-financing Request for payment by the Beneficiary. The Pre-financing Request should be submitted as per the form in *Attachment 10* to this Agreement. The Pre-financing Request shall be submitted with each Quarterly Financial Report, except the initial pre-financing request. The initial Pre-financing Request shall be submitted with the Quarterly Plan for the first quarter of Action implementation. Each Pre-financing Request shall indicate overall planned expenditures by each Beneficiary for the period covered.

8.5. For the first four quarters of the Action implementation, the Coordinator undertakes to transfer maximum of 95% of eligible costs per each Pre-financing Request submitted by each Beneficiary. The Coordinator undertakes to transfer the funds within three working days after accepting the submitted reports pursuant to section 7 and sub-section 8.3 of this Agreement.

8.6. For the last four quarters of the Action implementation, the Coordinator undertakes to transfer maximum of 78% of eligible costs per each Pre-financing Request submitted by each Beneficiary. The Coordinator undertakes to transfer the funds within three working days after accepting the submitted reports pursuant to section 7 and sub-section 8.3 of this Agreement.

8.7. The submitted plans and reports as are deemed accepted if there is no written reply by the Coordinator within seven working days.

8.8. The Coordinator undertakes to transfer the balance of the final amount to the Beneficiaries within five working days after payment of the final balance by the EC to the Contractor.

8.9. The Coordinator may suspend the transfer of the funds to any Beneficiary by notifying them that:

- i. amount indicated in the request for payment is not due, or
- ii. proper supporting documents have not been supplied, or
- iii. the Coordinator needs to request clarifications, modifications or additional information to the plans and reports,
- iv. any other reason described in Article 15.5 of the Annex II of the Contract.

8.10. The Coordinator shall transfer all due payments to the bank account of each Beneficiary as per information identified in section 2 of this Agreement.

8.11. The Coordinator makes all transfers of funds to each Beneficiary from designated funds received from the EC.

8.12. If any of the respective funds are returned to the EC by the request of the latter, the Beneficiaries acknowledge that the Coordinator will have no further obligation to them as a result of such return or rescission.

## 9. Visibility

9.1. Each Beneficiary shall undertake all necessary steps to ensure the communication and visibility requirements as described in the Article 6 of the Annex II of the Contract and, respectively, in the Communication and Visibility Manual as per *Attachment 11* to this Agreement.

9.2. Each Beneficiary shall submit to the Coordinator the Communication and Visibility Plan, as per the template attached in *Attachment 12* by January 19, 2015.

9.3. The Coordinator shall provide the Beneficiaries with the Action visibility materials (banner and leaflet), templates and forms.

## 10. General Provision

10.1. Notwithstanding the clauses stated herein, the provisions of the Contract and its Annexes shall prevail in case of any contradiction, misunderstanding and/or not regulated issue.

10.2. Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

10.3. This Agreement shall enter into force upon signature by the authorized representatives of the Parties. It shall remain in force until completion of all obligations of the Parties under Contract or until the termination of the latter.

10.4. This Agreement is done in English, in four copies, one original for each Party.

## 11. Signatures

For the  
**International Center for Human Development**

Name: Armen Galstyan  
Title: Executive Director

Signature: \_\_\_\_\_  
Date: 19.01.2015

For the  
**Stichting Save the Children Nederland**

Name: Pieter Maurice Kraan,  
Title: Chief Executive

Signature: \_\_\_\_\_  
Date: 19-01-2015

For the  
**Armavir Development Centre**

Name: Naira Arakelyan  
Title: Executive Director

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

For the  
**Martuni Women's Community Council**

Name: Anahit Gevorgyan  
Title: President

Signature: \_\_\_\_\_  
Date: 29.01.2015