

PARTNERSHIP AGREEMENT between [Organisation] And [Organisation]

This Partnership Agreement (hereinafter referred to as the “Agreement”) is made and entered to on [insert date] by and between:

First Party: [insert Danish organisation’s name], having its primary address at [insert address] (hereinafter referred to as [insert name] and/or “First Party”);

And

Second Party: [insert local organisation’s name], having its primary address at [insert address] and hereby represented for the purposes of this Agreement by [insert name] (hereinafter referred to as [insert name] and/or “Second Party”).

The Parties hereto are hereinafter individually referred to as "Party" and collectively as "Parties".

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto, hereby agree as follows;

1. Project grant and duration

This agreement contains terms on management and implementation of the project [insert the title of the project] (hereinafter referred to as the “Project”) funded by CISU’s Civil Society Fund, project number [insert reference number]. [insert 1st party] reports as grant holder to CISU (hereinafter referred to as “CISU”).

This agreement covers funds allocated to [insert 2nd party] as partner to [insert 1st party]. The total budget for [insert period], covering all activities of the project is DKK [insert amount] while the budget allocated to [insert name of organisation] project-related expenses, and therefore concerning this agreement, is DKK [insert amount] as per the grant budget in Annex B. The amount includes activity costs, investments, personnel costs, administration costs, external evaluation, and unforeseen expenses. The grant amount is fixed in DKK.

The project covered by this agreement will be implemented from [insert dates/period]. Funds received from [insert 2nd party] must be spent in accordance with the basis on which it was granted, i.e., as set out in the approved application and budget (Annexes A and B), as well as other documents that were presented in order to obtain the grant. The project must be managed in compliance with the terms of this agreement and the specific requirements set forth by CISU in the Grant Management Guide (Annex D).

2. Overall objective and principles of the partnership

[insert 2nd party] and [insert 1st party] will work together to [insert the purpose of the project + main outcomes]

The partnership between [insert 2nd party] and [insert 1st party] is based on basic principles of respect, equality, and cooperation. The two Parties strive to [insert purpose/goal]. These shared values and interventions set a solid foundation for a long-term partnership linking prevention and protection, contributing to the overall aim of CISU’s Civil Society Fund.

3. Management of the project

The overall implementation of the project activities on the ground is the responsibility of [insert 2nd party] in direct cooperation with [insert 1st party]. [insert 2nd party] will be responsible for coordinating all activities in [insert country], including logistics and coordination with all relevant stakeholders. [insert 1st party] will provide strategic and operational support to the planning and implementation of activities and is responsible for approving overall Project description and budget.

[insert 1st party] and [insert 2nd party] will manage the project in close collaboration. The Parties will be in regular contact and dialogue about the status of the project and project activities during the entire Project's implementation period through e.g., WhatsApp, email and online status meetings. The Parties will jointly develop an implementation and monitoring plan to track progress of the Project's implementation.

[insert 2nd party] is particularly responsible for:

- Managing the grant according to the project descriptions (Annex A), the budget (Annex B), CISU's Grant Management Guide (Annex D) and the audit instructions (See Section 6).
- Managing and ensuring in coordination with [insert 1st party] effective planning, implementation, monitoring and evaluation and reporting on the Project in accordance with the implementation and monitoring plan.
- Managing and ensuring systematic and valid documentation of Project results, which shall be stored digitally.
- Communicating regularly with [insert 1st party] regarding progress on implementation as set out in the implementation and monitoring plan.
- Involving [insert 1st party] on issues jeopardizing the implementation of the Project and its activities, and if it proves to be necessary to change strategy, to make major changes in the annual activity plan, or in case of delays or essential changes in the conditions for implementing the grant.
- Securing that the management and cooperation of the organization is in conformity with international human rights conventions and national laws and regulations.
- Ensuring that all related posts agreed for fulfillment of this collaboration are filled by way of open advertising and merits of the candidate, and that there is no discrimination on account of race, sex, physical ability, gender, sexual orientation, political and religious conventions.
- Ensuring adequate insurance of equipment and personnel agreed for fulfilment of this collaboration

[insert 1st party] is particularly responsible for:

- Providing funding to execute the Project's activities as specified in section 1
- Cooperating with [insert 2nd party] on planning, implementation, monitoring and evaluation of the Agreement
- Dealing with any direct contact and/or negotiations with CISU. [insert 1st party] will inform [insert 2nd party] of changes in CISU's requirement, which may have consequences for the implementation of this Agreement. Where possible, [insert 1st party] will strive to involve [insert 2nd party] as much as possible in these matters.
- Involving [insert 2nd party] on issues jeopardizing the implementation of the Project and its activities, and if it proves necessary to change the strategy, to make major changes in the annual activity plan, or in case of delays or essential changes in the conditions for implementing the grant wherein [insert 2nd party] will be notified by [insert 1st party] in a prompt and reasonable manner, and furthermore, [insert 1st party] will coordinate with [insert 2nd party] about any changes, where any change will be subject to [insert 2nd party] written approval in which [insert 2nd party] will not unreasonably withhold.

- Ensuring that [insert 1st party] conduct is in conformity with international human rights conventions, national laws and regulations, and for extending support to [insert 2nd party] to strengthen capacity in the same matters.

4. Grant Management

[insert 2nd party] must comply with CISU's requirements for financial management as described in the Grant Management Guide (Annex D) section 4.6.

Budget

The project activities must be implemented within the framework of the budget approved.

Nevertheless, it can become necessary to make budget reallocations during the project period without exceeding the total amount granted.

Budgets and budget changes are to be approved by [insert 1st party] in prior. For the budget lines concerning Local Partner Activities, deviations from the original budget up to 10% of the budget on that line is allowed on the condition that the total budget for project activities is not exceeded. An explanation must be sent to [insert 1st party] at the latest in connection with the next financial report. Ideally, [insert 1st party] is informed as soon as [insert 2nd party] is aware of the upcoming overrun of a budget line. The budget on each line must not be exceeded by more than 10% without prior approval from [insert 1st party]. If the need arises, [insert 1st party] must be contacted immediately to discuss whether it can be approved and whether a budget change is needed. Overruns on budget lines other than Local Partner Activities are not permitted without prior agreement with [insert 1st party].

Spending on the Flexible Activity Funds must always be approved by [insert 1st party] in prior.

Bookkeeping

[insert 2nd party] must bookkeep the project's income and expenses in an electronic accounting system.

There shall be a clear link between the registrations in the accounting system and the project budget. The chart of accounts is the basis for being able to show the link, as it shows which budget lines are associated with the various accounts.

Supporting documents

All supporting documents are approved in accordance with the [insert 2nd party] and [insert 1st party] approval procedures. It appears from the supporting document who approved it and from which account and/or budget line the expense is covered.

All supporting documents must be linked to the specific expense/income in the accounting system when they are posted. Therefore, a number is written on physical supporting documents, and electronic supporting documents are directly attached to the relevant expense/income in the accounting system.

Storage of the accounting materials and supporting documents

[insert 2nd party] and [insert 1st party] must keep all accounting documentation and materials for ten (10) years and all other project-related documents and files for five (5) years after completing the project implementation.

Requirements regarding expenditure

All activity costs must take place within the project period. However, the activity costs may be paid after the project end date. Expenses related to the completion of the project, such as costs for final reporting and for auditing the final accounts, may take place and be paid after the project's end date, if it is ensured that these expenses are included in the submitted financial reports and audited annual project accounts.

Reconciliations

Bank reconciliations are done monthly and must be checked and approved by someone else than the person who made the reconciliation.

Reconciliations of the cashbox are made monthly and checked and approved by someone else than the person who made the reconciliation. The cashbox is locked and managed by another person than the bookkeeper.

The checkbook must be kept in a locked place, and checks must not be signed in advance.

Written procedures

The procedures for [insert 2nd party] financial management must be written down. At a minimum, the procedures must describe how the requirements for financial management are met.

The procedures must describe the separation of duties in [insert 2nd party]. That is the personal separation between the access to dispose, approve, bookkeep, and pay.

If [insert 2nd party] makes larger purchases regarding the project activities, the procedures must describe amount limits and process for approvals of purchases. A major purchase must be approved by at least two people and be based on more offers.

Bank information and transfer of funds

Bank account requirements

It must be possible to separate the grant funds from [insert 2nd party] other funds. This can be done either by setting up a separate bank account or through the accounting system.

If a separate bank account is set up, it must be used for transfers to and from [insert 2nd party] and spending in [insert country] must also be paid into and from this account.

Separation of duties in [insert 2nd party] is required. In relation to the bank, this means that [insert 2nd party] cannot have a sole power of attorney for the bank account to which the grant is deposited. Therefore, there must always be at least two people approving a payment at the bank.

Bank Account Information:

Beneficiary Name: [insert]
 Beneficiary Address: [insert]
 Bank Name: [insert]
 Branch: [insert]
 Bank Address: [insert]
 IBAN Number: [insert]
 Account No.: [insert]
 Swift Code: [insert]
 Currency: [insert]

Transfer of funds will take place upon payment request from Senior Management of [insert 2nd party].

	Amount (DKK)	Time of transfer	Transfer conditioned by	Deadline for fulfilment of condition
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1	[amount, DKK]	[month]	Signed partnership agreement	[date]
2	[amount, DKK]	[month]	Audited annual project accounts covering [period]	[date]
4	[amount, DKK]	[month]	Finance reports (quarterly) covering [period]	[date]
5	[amount, DKK]	[month]	Audited annual project accounts covering [period]	[date]
6	[amount, DKK]	[month]	Finance reports (quarterly) covering [period]	[date]
7	[amount, DKK]	[month]	Audited annual project accounts covering [period]	[date]
8	[amount, DKK]	[month]	Audited annual project accounts for the entire project	[date]
Total	[amount, DKK]			

If there are unspent funds at the end of a project period, [insert 2nd party] is obligated to reimburse the unspent funds to [insert 1st party].

5. Reporting and evaluation

[insert 2nd party] will be responsible for submitting the following reports to [insert 1st party] in accordance with the requirements stipulated below. Delays in reporting may prompt [insert 1st party] to withhold remaining funding until reports are received and approved.

Deadlines for reporting under this agreement are as follows:

Report	Deadline
Financial status report Q3+Q4 [year]	[date]
Narrative progress report Q3+Q4 [year]	[date]
Audited annual project accounts [year]	[date]
Financial status report Q1 [year]	[date]
Financial status report Q2 [year]	[date]
Narrative progress report Q1+Q2 [year]	[date]
Financial status report Q3 [year]	[date]
Financial status report Q4 [year]	[date]
Narrative progress report Q3+Q4 [year]	[date]
Audited annual project accounts [year]	[date]
Financial status report Q1 [year]	[date]
Financial status report Q2 [year]	[date]
Narrative progress report Q1+Q2 2027	[date]
Financial status report Q3 [year]	[date]
Financial status report Q4 [year]	[date]
Narrative progress report Q3+Q4 [year]	[date]

Audited annual project accounts [year]	[date]
Financial status report Q1 [year]	[date]
Financial status report Q2 [year]	[date]
Financial status report Jan-Aug [year]	[date]
Final audited project accounts	[date]
Final narrative report	[date]

[insert 2nd party] will compile narrative progress reports as per the dates in the reporting overview detailing progress of the project implementation, including challenges encountered during implementation. The reports must be submitted to [insert 1st party] no later than one month after the end of the reporting period. [insert 2nd party] will furthermore contribute to the compiling of reports to CISU as needed, in accordance with donor guidelines.

6. Accounting and audit procedures

It is required that annual accounts are audited by an independent, certified auditor upon finalization of each fiscal year.

[insert 1st party] should be involved in selecting the local auditor for [insert 2nd party]. The chosen local auditor must adhere to international standards of auditing (ISAs) and carry out performance and compliance audit according to the Danish Ministry of Foreign Affairs’ audit instructions (Annex C) and CISU’s Grant Management Guide (Annex D). The auditor must comply with the required standards as stated by these guidelines.

The management must provide the auditor with information that may be of importance for the assessment of the financial statement and for the auditor’s assessment of the management, including objectives and results achieved. Management must allow the auditor to conduct those investigations deemed necessary by the auditor and ensure that the auditor receives the information and assistance that may be deemed necessary for the performance of the audit.

Name of audit company: [insert]
 Address: [insert] Tel: [insert]
 Fax: [insert]
 P.O Box [insert]
 Name: [insert]
 Email: [insert]

The audited annual project accounts must be submitted in English. It is pivotal that all communication regarding audit is conducted in English.

The audited annual project accounts must be submitted in accordance with the budget lines in the agreed budget used by [insert 2nd party] and [insert 1st party] and must present the annual expenses in total [insert currency] and in [insert currency] using the weighted average exchange rate. The rate is calculated listing all financial transfers from [insert 1st party] to [insert 2nd party]. The total amount transferred in [insert currency] is the divided by the total amount received in [insert currency], thus arriving at the weighted average exchange rate.

[insert 1st party] and CISU each have the right to perform a complete audit and to access and inspect all accounts and vouchers related to this Agreement, at any time they deem necessary, or upon request of the auditors of [insert 1st party] or CISU.

[insert 1st party] shall maintain the right at all times during the implementation of the collaboration and in a period of up to five (5) years after the collaboration has been terminated to visit the collaboration or otherwise have access to all matters relating to the collaboration, including all accounts and vouchers.

[insert 1st party] has the right to carry out regular reviews and evaluation visits, and [insert 1st party] can at any time request [insert 2nd party] to inspect accounts and records of suppliers, contractors and their partners, relating to the fulfillment of this agreement.

Requirements for the project financial reports

- Financial reports prepared quarterly must compare the approved budget with the expenses for a specific period. Deviations between the actual and budgeted expenses must be commented on. The reports must be approved by someone else than the person who made the report.
- The Audited annual project accounts must include an audit report signed by an independent, certified auditor
- The Audited annual project accounts must, as a minimum, contain an income statement.
- The Audited annual project accounts must be prepared by the auditor in accordance with Audit Instructions (See Annex C and D). [insert 1st party]'s auditor will send detailed Audit Instructions prior to the end of each fiscal year. The auditor's report is signed by the auditor either by hand or digitally.
- The income statement must compare the budget to actual spending. Remember that it is the latest approved version of budget that should be used. No more expenses may be included in the project income statement than the amount granted from [insert 1st party]
- The dates and amounts of all transfers from [insert 1st party] to [insert 2nd party] must be prepared as a note to the accounts, showing the weighted average exchange rate.
- Accounts between [insert 2nd party] and [insert 1st party] must be prepared as a note to the accounts. This note calculates if there are any unspent funds after the grant period has expired. It is calculated by subtracting the spending of grant funds from the grant amount, and adding possible interests gained.

7. In case of changes to the project

Both Parties are equally responsible for ensuring that the other party is informed in a timely and thorough manner in the case that any unplanned and urgent action must be taken, including but not limited to the following scenarios:

- Objectives cannot be met
- Significant changes in the activities agreed upon.
- Request to move more than 10% between the budget lines
- Significant and unexpected exchange rate increase/decrease
- Significant increase/decrease of number of beneficiaries
- Organizational changes or challenges within the partner organization which may impact on the implementation of the Project, for example resignation of key staff implementing the project
- Any problem or natural disasters and political changes that have repercussions on the project, for example changing laws.

- Any incident found to be reasonably fraudulent or corrupted as defined in [insert country] and [insert country] laws.

8. Amendments to the agreement

In case of non-fulfilment or violation of stipulations in this agreement [insert 1st party] reserves the right to take relevant steps in order to reduce the consequences thereof. Such steps may be: to give written notices to [insert 2nd party]; to initiate inspections of [insert 2nd party]'s performance by consultants and auditors; to stop further disbursements of payments to [insert 2nd party]; to phase out or close down ongoing project; or to terminate cooperation with [insert 2nd party]. In last mentioned case, [insert 2nd party] is under obligation to reimburse immediately to [insert 1st party] all unspent payment amounts, and to compensate [insert 1st party] for any financial loss.

Both Parties may request amendments to the stipulations in this agreement. The implementation of such amendments will call for consensus between the parties. [insert 1st party] reserves the right to consult CISU before any amendment is approved. Agreed changes and amendments shall enter into force after both Parties sign an Annex amending any part of the Agreement.

9. Termination of the agreement

The project agreement may be terminated in writing by both parties at 3 months' notice. In case of serious breach of the agreement, [insert 1st party] reserves the right to withdraw from the agreement immediately. Before giving notice to terminate the agreement, all parties are obliged to make every effort to solve any disagreements or conflicts through negotiations.

Either Party may terminate this Agreement with immediate effect and a written notice:

- a. If either Party, either directly or through its personnel or through a third party, breaches any of its obligations under this agreement and fails to remedy such breach within 15 days of being notified by the nondefaulting Party;
- b. If for any reason, either Party unable to continue with the implementation of the Project under the terms and conditions of this Agreement hereof;
- c. Direct or indirect publicity concerning either Party materially and adversely prejudices the activities of the other Party;
- d. There is misuse or misappropriation of the Project funds or assets, or any fraud or acts in connection with the Project which may bring either Party disrepute or is materially adverse to the interests of either Party.
- e. If either Party breaches the policies of the other Party;

10. The Danish Ministry of Foreign Affairs' four clauses

The anti-corruption clause

No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice shall be made, promised, sought or accepted - neither directly nor indirectly - as an inducement or reward in relation to activities funded under this agreement, incl.; tendering, award or execution of contracts. Any such practice will be grounds for the immediate cancellation of this agreement 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 practice can be the definite exclusion from any tendering for projects, funded by the Danish Ministry of Foreign Affairs.

The PSHEA clause

The Danish MoFA has a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (SEAH2) as defined in UNSG Bulletin ST/SGB/2003/13 and the definition of sexual harassment in UNGA Resolution A/RES/73/148. The Implementing Partner, and its sub-grantees, will take appropriate measures to protect people, including beneficiaries and staff, from SEAH conducted by its employees and associated personnel including any sub-grantee staff and take timely and appropriate action when reports of SEAH arise. In the event that the Implementing Partner receives reports of allegations of SEAH, the Implementing Partner will take timely and appropriate action to investigate the allegation and, where warranted, take disciplinary measures or civil and/or criminal action. Any violation of this clause will be ground for the immediate termination of this Agreement.

The anti child labour clause

The Implementing Partner shall abide by applicable national laws as well as applicable international instruments, including the UN Convention on the Rights of the Child and International Labour Organisation conventions. Any violation will be ground for immediate termination of the Agreement.

The anti terror clause

If, during the course of implementation of this Project/Programme, the Implementing Partner discovers any link whatsoever with any organization or individual associated with terrorism, it must inform the Danish MoFA immediately and explain the reasons for such transfer, including whether it was made or provided knowingly, voluntarily, accidentally, unintentionally, incidentally or by force. The Implementing Partner agrees that it and/or its implementing partners (including contractors, sub-contractors and sub-grantees) will take all reasonable steps to secure that no transaction made in relation to the Project/Programme will – directly or indirectly – benefit a person, group or entity subject to restrictive measures (sanctions) by the UN or the EU. Any violation of this clause is ground for immediate termination of the Agreement returning to the Danish MoFA of all funds advanced to the Implementing Partner under it.

11. Security

Each Party in this Agreement is responsible for the safety and security of their own staff during the Project's activities. [insert 1st party] will follow the security advice and guidelines in [insert country] as designated by the Danish Ministry of Foreign Affairs and as advised by [insert 2nd party].

12. Confidentially

Both Parties have entered into this Agreement provided that they will not disclose information which is considered confidential. Such information includes but is not limited to all information in respect to the Parties, their beneficiaries, their tenders, projects, contracts or agreements, any trade secrets; ideas and/or finance related information (hereinafter referred to as "Confidential Information").

Neither Party shall, without prior written approval of the other Party, use for his-her own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit the Confidential Information of the other party.

Both Parties shall preserve and protect the secrecy of such received Confidential Information and to prevent any unauthorized use or disclosure of the same and in the same manner as that Party uses to preserve and protect its own confidential information;

Both Parties shall use the Confidential Information only to the extent necessary to carry out the obligations under this Agreement;

This clause shall survive the termination of this Agreement irrespective of the cause of termination.

13. Severability

If any part, term or provision of the Agreement shall be held void, illegal, unenforceable, or in conflict with any law or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

14. Intellectual Property Rights

Trademarks and intellectual property remain the exclusive property of the Party that owns them, and none can be used without the prior written consent of the owner.

Logos of both Parties will be displayed on any promotional material used for promoting the project, however, all publications containing the other Party's logos must be approved by both Parties.

Prior written approval shall be acquired before [insert 2nd party] and [insert 1st party] use each other's name brand or logo.

If either Party has provided the other Party with any of its intellectual property rights not produced in cooperation with each other under this Agreement for use in connection with the Project; the Parties shall on termination of this Agreement, cease to use such intellectual property rights immediately and shall either return or destroy such intellectual property rights as requested by the Parties.

15. Waiver

If either Party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Indemnity

[insert 1st party] shall defend, indemnify and PARTNER harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorney's fees and court costs, arising out of or in connection with the performance by the Second Party of any activities contemplated hereunder, whether or not in breach of this Agreement. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages. For the purposes of this Section, the First Party shall be deemed to include its employees, agents, officers, members of its Board.

17. Nature of this Agreement

Nothing in this Agreement shall be construed to create any form of joint venture relationship or any other form of business ventures, whereas the Parties hereby adhere and commit to their relationship as independent contractors.

18. Assignment

Neither Party may delegate or assign any of their rights, responsibilities, and/or duties without the other Party's written consent.

19. Governing Law & Dispute Resolution

This Agreement shall be governed, interpreted and construed in accordance with the applicable laws of [insert country]

The Parties hereby warrant and undertake to settle and endeavour to settle any misinterpretation and/or discrepancy in the application of this Agreement amicably.

20. Notices

Any notice, request and other correspondence pursuant to or in connection with this Agreement shall be in the English language and shall be sent to either party by telex, facsimile, registered mail or personal delivery to the following focal point of contact:

The First Party: [insert]

Address: [insert]

Email: [insert]

Phone number: [insert]

The Second party: [insert]

Address: [insert]

Email: [insert]

Phone number: [insert]

21. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements and undertakings, whether written or oral, between the Parties regarding the subject matter hereof.

22. Signatures

[insert 1st party]

Date: ___[date]_____

Signature:

[Insert 2nd party]

Date: ___[date]_____

Signature:

Appendices:

- A. Project proposal as approved by CISU
- B. Budget as approved by CISU
- C. Danish MFA's Audit instructions
- D. CISU Grant Management Guide, revised May 2025
- E. Format for final narrative report
- F. Format for financial reporting