

ANNEX 1 - GENERAL CONDITIONS

I. Management of the contribution

The Parties are responsible for ensuring that all commitments under their responsibility are fulfilled when implementing the Project under this Contract. The Parties shall act in the public interest and remain independent towards e.g. governments, for-profit companies, donors, and political organizations, with sensitivity to the moral values, religions, customs, traditions, and culture of the communities where the Project is implemented.

The Parties may not under any circumstances violate the human rights of any person when implementing the Project under this Contract as defined by the European Convention on Human Rights Section I, Article 17 on Prohibition of abuse of rights.

The Partner shall implement the Project under its own responsibility and in accordance with this Contract. The Partner shall exercise the necessary diligence, efficiency, and transparency in line with sound financial management, cost-efficiency, and best practice principles such as results-based management.

No offer, payment, consideration, or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made – neither directly nor indirectly – as an inducement or reward in relation to the award or implementation of this Contract. Any such practice may be grounds for the immediate cancellation of this Contract, civil and/or criminal actions and exclusion from future partnerships with IMS. Any such practice may also be grounds for being excluded from tendering or applying for funding from any of IMS' back donors.

If the activities under this Contract result in profits, the Partner is obliged to reinvest such profits in the further development of its organisation.

II. Narrative Reporting

Any narrative reporting to be submitted in accordance with Article 5 of the Specific Conditions, shall describe the results achieved during the defined reporting period. The report shall be set up in a way so that it allows comparison with the latest approved Partner Strategy/Project or Programme Document attached to this Contract.

III. Financial Reporting

All financial reports shall be prepared using either an existing template in use by the Partner, or “IMS PARTNER Financial Report Standard”. The applicable financial reporting template is annexed to this Contract.

The financial report shall reflect the agreed budget, that is annexed to this Contract. Budget variances from the approved budget shall be treated in accordance with Article 4 of the Specific Conditions. All expenditures incurred in the implementing currency shall be stated in both the implementing currency and converted into the currency of the budget, when these are not the same. Exchange rate differences shall be displayed in accordance with article V of the General Conditions.

All expenditures must be accounted for through original invoices and receipts, or colour copies of the same, and shall meet the eligibility criteria defined in article IV of the General Conditions. The financial reports must be dated and approved in accordance with the Partner's authority of approval matrix, working order, statues, or equivalent.

The financial report shall be submitted both in PDF format and in Excel format and shall, as a minimum, contain the following:

- a) The accounting principles that have been applied (accrual based, cash based or modified).
- b) Documentation of all funds received from IMS, in the form of bank statements or equivalent.
- c) Any bank charges relating to the transfer of funds from IMS and the implementation of this Contract.
- d) Information of any other contribution received to cover the expenditures outlined in the budget. If IMS is not the sole donor of the Project, information shall be provided on contributions from other donors together with a total budget and consolidated income statement.
- e) Any accumulated interest.
- f) Disclosure of any currency exchange loss or gain that is a result of this Contract.
- g) Any supporting documentation requested for the interim report.
- h) Any supporting documentation requested for the annual and final reports, applicable to *documented* contracts only.
- i) A list of fixed assets purchased under this Contract.

The Partner must ensure that the submission of the financial reports meets the deadlines specified in Article 5 of the Specific Conditions. IMS will verify a sample of expenditures to ensure they meet the eligibility criteria in Article IV of the General Conditions.

All unused funds, including any accumulated currency exchange gains, must be returned to IMS after the final financial report has been approved.

IV. Eligible expenditures

Eligible expenditures are those that meet all the following criteria:

- a) They must be necessary for the implementation of the Project.
- b) They must have incurred during the Contract period.
- c) They must be included in the approved budget.
- d) They are identifiable and verifiable, being recorded in the accounting records of the partner and backed by original supporting evidence.
- e) They are compliant with applicable tax and other legislation.
- f) They must be reasonable, justified and in line with sound financial management.

The Partner shall ensure that all expenditures are properly documented with source documents that prove the nature and accuracy of the financial transactions and that thereby can be used for accounting purposes. If expenditures are not properly documented, expenditures can be declared ineligible, and IMS may decide to recover the unsubstantiated expenditures.

Any bank charges incurred by the Partner in receiving the funds from IMS or returning funds to IMS are eligible for funding from IMS.

All fees, salaries and/or honorariums paid out must be recorded systematically and documented by either the recipient's signature verifying the receipt of the payment, stating what the payment is for and when the task has been performed, or copies of duly signed contracts, and if applicable, through signed time sheets.

Receipts for accommodation/hotel must contain names of all guests paid for, as well as the duration of their stay.

Documentation for expenditures related to events, workshops and trainings, or equivalent, must include a list of participants signed by each participant.

Financial vouchers and supporting documents related to the implementation of the Project shall be available in either original form or as certified copies for seven (7) years after the end of the Contract period.

The following categories of expenditures shall not be considered eligible for financing from this Contract:

- a) Existing debts, including debt charges (interest);
- b) Provisions for losses or potential future liabilities;
- c) Purchases or construction of real estate (land or buildings);
- d) Staff development and training, unless included in the approved budget;
- e) Incentives, mark-up, gifts to staff;
- f) Currency exchange losses;
- g) Items already financed from other donors or sources of income;
- h) Credits to third parties;
- i) Travel costs for business or first class;
- j) Extra allowances, such as sitting allowances, or equivalent, to finance allowances for participating staff/invited speakers/participants of workshops;
- k) The build-up of reserves;
- l) Fines and penalties, or;
- m) Duties, charges, taxes (including VAT) that the Partner may recover.

V. Currency exchange rate fluctuations

If the disbursements from IMS are converted into another currency than the currency of the approved budget, or if the implementation of this Contract in any other way gives rise to currency exchange fluctuations, these conversions shall be systematically recorded and disclosed in the Financial report in accordance with Article III of the General Conditions.

If exchange rate fluctuations lead to a net currency exchange gain at the end of the Contract period, these shall be treated as income and shall be returned to IMS together with any unspent funds at the end of the Contract period.

VI. Audit and control measures

For *Audited* Partner Contracts, the Project shall be externally audited at the end of the Contract period, or at least annually (every 12 months), or as per the intervals defined in Article 5 of the Specific Conditions. The cost of the audit shall be paid by the Partner and shall be a part of the agreed budget.

The audit shall be performed by an external, independent, and qualified (certified/chartered) auditor. A copy of the auditor's certificate shall be shared with IMS. IMS shall approve of the appointed auditor before the audit takes place. IMS may require that the auditor shall be replaced if IMS finds that the auditor has not performed satisfactorily or if there is any doubt to the auditor's independence or professional standards. The selected auditor shall not hold the assignment for more than seven (7) years.

The partner shall ensure that the externally audited annual financial report:

- a) Has been audited in accordance with the annexed IMS' instructions to auditors (IMS Partner Audit Package), and instructions on financial reporting. To this end, the auditor must be given a copy of the present contract including its annexes. The auditors must be granted access to original receipts and supporting documents for all expenditures included in the Financial reports.
- b) Contains an auditor's report on the result of the audit and a written confirmation that the audit has been performed in accordance with the partner's accounting records and with IMS Partner Audit Package and with this contract.
- c) Contains a management declaration signed by the Partner's Executive Director/Managing Director or Head of Finance, or equivalent, confirming adherence to the declaration of management standards included in IMS Partner Audit package.
- d) Is in English or French, unless otherwise agreed beforehand with IMS in writing.

For both *Audited* and *Documented* Partner Contracts, representatives of IMS and its back donors may at all times carry out independent reviews, evaluations, audits, and field visits at the Partner's office or any facility linked to the implementation of this Contract. The purpose of such control measures may be, but not limited to, verify that the Partner has implemented the Project in accordance with this Contract or to evaluate the achievement of results. The Partner shall facilitate such control measures by providing all information and documentation necessary to carry out the control measure. IMS shall notify the Partner of any such control measure with a 10 days' notice, unless IMS or its back donors for confidentiality reasons assess that the nature of the visit requires shorter notice.

VII. Procurement and handling of fixed assets

The Partner shall demonstrate cost-consciousness in its purchases and carry out procurement of fixed assets, supplies and services according to the procurement principles on equal treatment and non-discrimination, transparency, proportionality, and sound procedural management.

Fixed assets include, but are not limited to, equipment e.g. computers, cameras, printers, and vehicles, that are possible to use more than one time.

Supplies include, but are not limited to, office stationery and supplies, e.g. toners, ink cartridges, paper and pens, that are used recurrently and are consumed during its usage.

Procurement carried out by the Partner, or any third party appointed by the Partner, shall follow the procedures and thresholds defined in Article 6 of the Specific Conditions. If the Partner's own thresholds are stricter than the ones defined in Article 6, the Partner's thresholds shall prevail.

Procurement of audit services must always go through a competitive tendering process, even if the estimated cost is below the threshold for direct contracting as defined in Article 6 of the Specific Conditions.

It is not permitted to artificially divide a purchase in different lots or contracts to circumvent the procurement thresholds of this Contract. If it is foreseeable that several identical or very similar needs will occur within a period of twelve months, these needs must be treated as a single procurement activity.

The Partner must list any fixed assets purchased under this Contract in the annexed Inventory template. IMS shall maintain ownership of those fixed assets. At the end of the Project, the parties may agree on donating any fixed assets procured under this Contract to the partner. The annexed Inventory template shall be used for that purpose.

During the implementation of the Project, The Partner is fully and solely responsible for all matters related to fixed assets purchased under this Contract. The Partner must not lend or transfer such equipment to a third party, without the prior written approval from IMS.

When deemed feasible and cost-efficient, The Partner shall obtain an insurance for fixed assets purchased under this Contract.

Any exemption to the provisions of this paragraph must be approved in writing by IMS.

VIII. Bank Account

Funds from IMS shall be deposited in a designated bank account. If the Partner uses joint bank accounts for several donor contributions, the Partner must ensure that expenditures and income under this Contract are easily identified and verifiable within the general accounting and bookkeeping systems.

The Partner's bank account shall be signed by two persons jointly, unless prohibited by local legislation or other conditions.

To ensure timely bank transfers, the Partner shall fill out and submit the template 'Contractee sheet', which is provided by IMS. The partner is responsible for immediately informing IMS of any changes to the information stated in the "Contractee sheet" that may occur during the implementation of this Contract.

IX. Payment provisions and Transfer of funds

Transfers of funds are conditional upon the partner's continued compliance with the requirements of this Contract, including the timely fulfilment of reporting obligations, progress in relation to implementation of Project and achievement of results, as well as the Partner's actual need for funds.

The first transfer will be processed as stated in article 7 of the Specific Conditions. Further transfers of funds will only be processed upon fulfilment of all obligations under article 7 of the Specific conditions, including IMS' approval of the sample of expenditures, and when having spent a minimum cumulative 70% of previous instalment(s).

X. Intellectual property rights, credits, and editorial responsibility

Ownership of, and intellectual property rights (IPR) to the Project' results, reports materials, and/or other documents, shall be vested in the Partner.

IMS and any of IMS' donors who has contributed financially to the Project, shall have an indefinite, non-exclusive, and royalty free license to use all such IPR. The types of use include, but are not limited to, the

right to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium. IMS warrants that it will not use these rights for commercial purposes.

IMS is not responsible for any opinions, beliefs, or viewpoints expressed by the Partner.

At the request of the Partner, IMS shall credit the partner for its involvement in creating the IPR.

At the request of IMS, the Partner shall credit the involvement and/or financial support provided by IMS and/or any donor, in the production of the IPR, unless this will put the Partner in danger.

XI. Safety of partners, their personnel, and volunteers

IMS does not under any circumstances take responsibility and cannot guarantee or be liable for the safety and security of the Partner. This includes all personnel carrying out work for the Partner in relation to the Project, regardless of how such individuals and personnel are associated with the Partner.

The Partners shall ensure and take measures for the safety and security of its personnel and any individual carrying out work and assignments on their behalf, including volunteers. Such measures may include ensuring adequate levels of insurance, emergency response and evacuation.

Failure of the Partner to take measures to uphold the provisions of this paragraph may constitute a material breach of contract.

XII. Confidentiality

Confidential information concerning the implementation of this Contract and/or concerning the Parties shall be handled with discretion by the Parties. The Parties may mutually agree to make exemptions to this principle. Confidential information entails all information, in whatever form transmitted, concerning the Parties' operations which is not in the public domain or that is designated as confidential. The duty of confidentiality shall also apply after the termination or expiration of the Contract.

Both during the Contract period, and after the Contract ends, the Partner will, when asked, promptly surrender and deliver to IMS, and will not keep in their possession or deliver to anyone else or other entity, the confidential information and all copies of same. This entails ensuring that staff and any third party involved in the implementation of the Project do not retain copies of any documentation or other Intellectual Property pertaining to this Contract when no longer working for any of the Parties.

The provisions above also apply to any third party that the Parties have agreed to involve in the implementation of the Project.

XIII. Data processing

In this Contract the scope and range of "data processing" is defined by Article 4(2) of the General Data Protection Regulation (EU) 2016/679 ("GDPR").

In the domain of this Contract, IMS sees the Partner as an autonomous Data Controller. As such the Partner must ensure its compliance with the relevant laws that govern data processing – including accessing, storing and transmitting - in the Partner's country of register.

For EU based Partners, and Partners processing data of EU citizens, this also means complying to the responsibilities of a Data Controller under the requirements of the GDPR. Regardless of the legal constituency that the Partner pertains to, all processing of sensitive personal data as defined by GDPR,

including but not limited to information on a person's racial or ethnic background, political opinions, religious belief, must be handled with maximum discretion.

XIV. Sexual exploitation, abuse and harassment

IMS is firmly committed to prevent and respond to sexual exploitation, abuse and harassment (henceforth SEAH). Failure to act on suspicions of SEAH constitutes a material breach of contract, subject to the provisions of Article XVII of the General Conditions.

For the purpose of this Contract, the following definitions apply:

- a) Sexual exploitation is defined as the abuse of a position of vulnerability, differential power, or trust for sexual purposes. IMS forbids the exchange of money, employment, goods, assistance or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, regardless of whether such an activity (e.g. prostitution) is legal in the country of work.
- b) Sexual abuse is defined as the actual or threatened physical intrusion of a sexual nature, including inappropriate touching, by force or under unequal or coercive conditions. IMS strictly forbids sexual activity with persons under the age of 18, regardless of the local age of consent. Mistaken belief regarding the age of a child is not an acceptable defence.
- c) Sexual harassment is understood as unwanted non-verbal, verbal or physical conduct of sexual nature.

The Partner is encouraged to establish systems, procedures and/or routines that upholds the provisions of this paragraph, and the Partner shall regularly follow-up of the implementation and compliance with any such systems, procedures and/or routines. When the Partner becomes aware of suspicions or complaints of SEAH, the Partner shall take swift action to stop further harm from occurring to the survivor/victim. After considering the rights, needs and wishes of the survivor/victim, the case shall either be investigated internally or by an independent third-party, and/or be reported to relevant authorities.

The Partner is obliged to inform IMS of any allegation of SEAH.

XV. Ethical content production & hate speech

Journalistic content produced by the Partner and/or published on the Partner's platforms(s) shall, to the extent possible, adhere to internationally recognised standards and principles of ethical and professional journalism, including editorial independence. This entails not inciting violence or hatred, and to combat hate speech as defined by the UN Strategy and Plan of Action on Hate Speech.

When implementing the Project under this Contract, the Partner shall avoid creating discriminatory, prejudicial, hostile, pejorative behaviour, practices and content based on an individual's and/or a group's race, colour, ethnicity, age, nationality, religion, sex, gender identity, sexual orientation, physical or mental illness or disability, as this may incite violence and hatred against individuals or groups.

Failure to respect the provisions of this article constitutes a material breach of contract, subject to the provisions of Article XVII of the General Conditions.

XVI. Corruption and other irregularities

The Partner shall work actively to prevent corruption and other irregularities occurring when implementing the Project under this Contract. This obligation applies to all staff members, consultants, and other non-staff personnel contracted by the Partner under this Contract.

Corruption and other irregularities refer, without limitations, to all kinds of:

- a) bribery, nepotism, illegal gratuities or other forms of abuse of power, trust and position for improper gain;
- b) misappropriation of cash, inventory and all other kinds of assets;
- c) financial and non-financial fraudulent statements;
- d) conflicts of interest where the impartial exercise of the functions of anyone acting on behalf of the Partner is compromised for reasons involving, but not limited to, family, personal life, political affinity, or economic interest;
- e) all other use of IMS funds which is not in accordance with the approved work plan and budget for the Project.

The Partner is obliged to inform IMS immediately of any indication of corruption or other irregularities.

XVII. Breach of Contract

In case of the Partner's non-compliance with the provisions of this Contract IMS may suspend parts of or all disbursement of funds and/or claim repayment of all or parts of the funds transferred to the Partner under this Contract.

IMS shall notify the Partner in writing of any non-compliance with this Contract, informing the Partner that continuing lack of compliance constitutes a breach of contract. The notification shall state the nature of the non-compliance as well as what article of this Contract the breach relates to.

From the date of receiving a written notification stating a breach of contract, the Partner must - within a period of 30 days - comply with all contractual obligations and produce written documentation to IMS that any error, breach and/or non-compliance with this Contract has been corrected. If the Partner fails to do so or to furnish a satisfactory explanation, this will constitute a material breach of this Contract.

In the event of material breach of the Contract, IMS may, in addition to suspending disbursements and/or claim repayment of all or parts of the funds transferred to the Partner under this Contract, terminate the Contract with immediate effect and without paying compensation of any kind. IMS shall have any and all remedies available to it, including but not limited to the right to indemnification, under general principles of Danish law and in accordance with article XVIII below.

Material breach of the Contract shall include, without limitations, the following situations:

- a) Acts of corruption and other irregularities as defined in article XVI of the General Conditions.
- b) Financial support to organisations, individuals or other entities found on the 'European Union's Consolidated list of persons, groups and entities subject to EU financial sanctions'.
- c) The failure of the Partner to respect the United Nations Convention on the Rights of the Child.

- d) The failure of the Partner to react to, to investigate, and/or to take corrective actions, against sexual exploitation, abuse or harassment as defined in article XIV of the General Conditions.
- e) The failure of the Partner to respect the Ethical principles as defined in article XV of the General Conditions.
- f) The failure of the Partner to implement measures to protect their staff, including volunteers, as defined in article XI of the General Conditions.
- g) The Partner is bankrupt, being wound up or is having its affairs administered by the courts, or is subject to any analogous or corresponding procedure provided for under national legislation.
- h) Double-funding of expenditures reported to IMS.

The Partner shall notify IMS promptly of any events or circumstances which the Partner discovers of which has given or might give rise to a loss of project funds, stating in reasonable detail the nature of such events or circumstances and the amount of the loss of funds or an estimate thereof. Failure to comply with this obligation to notify IMS shall be considered a material breach of contract.

IMS reserves the right to inform collaborating organisations, cooperating partners as well as donors involved about the material breach of the Partner including the nature of such material breach of the Contract.

XVIII. Termination of contract, settlements of disputes and force majeure

Each of the Parties may terminate the Contract with a 30-days written notice.

However, in case of material breach of contract, force majeure or any other situation rendering it impossible for either party to perform its obligations according to this Contract, each of the Parties may terminate the Contract with immediate effect.

In the event of termination by either Party, unused Funds may only be used by the Partner to cover commitments that have been established before the date of the notice of termination. Any unused Funds shall be returned to IMS together with financial and narrative reporting for the Project implemented, for the period up until the date of the notice of termination.

If any dispute arises relating to the implementation or interpretation of this contract, the Parties shall seek to reach an amicable solution.

This Contract as well as all associated documents, appendices or other agreements concluded within the context of the same, shall be construed and governed in accordance with the laws of Denmark notwithstanding any other laws which may apply under applicable conflicts and laws and rules thereof.

Any disputes arising out of and in connection with this Contract, shall be settled at the IMS venue: Copenhagen District Court, Nytorv 25, 1450 Copenhagen K, Denmark.