**NORWEGIAN CHURCH AID - GENERAL AGREEMENT**

**Agreement governing the partnership between**

****

**and**

**[COMPANY LOGO / NAME]**

**Regarding [short description]**

**Agreement # \_\_\_\_\_\_\_\_\_**

This Agreement is hereby entered into by and between

1. **KIRKENS NØDHJELP/ NORWEGIAN CHURCH AID** – hereinafter referred to as "**the NCA**"

Organisation number: 951 434 353

Business address: Bernhard Getz gate 3, 0165 OSLO - NORWAY

and

1. **[COMPANY NAME]** – hereinafter referred to as "**the Partner**"

Organisation number: [organisation number]

Business address: [business address] [country],

each referred to as "**Party**" and collectively referred to as the "**Parties**".

1. **AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

1. This Agreement
2. Background to the Agreement (Schedule A)
3. The Scope of Work, description of project or services, or the Partner’s proposal (Schedule B)
4. Financial Composition and Administration (Schedule C)
5. Provisions for Reporting, Internal Audit and Compliance Control (Schedule D)
6. The Code of Conduct for Contractors (Schedule E)
7. *The Norwegian Church Aid's Partnership Policy*, (Schedule F)
8. *[description]*, (Schedule G)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

1. **PRECEDENCE AMONG AGREEMENT DOCUMENTS**

In the event of a conflict between or among the terms of the Agreement Documents, the terms in the Agreement Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Agreement Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

1. **EFFECTIVE PERIOD**

This Agreement shall be effective on [date] and shall terminate on [date] (the "Effective Period"), with the option to extend, if mutually agreed upon, through a written amendment.

At least six months before the date of termination, the Parties shall - mutually and in good faith - evaluate the partnership and the achievements, which will act as a foundation for the discussion regarding extending the Agreement and the partnership.

1. **GENERAL PROVISIONS**
   1. **Conditions for the partnership**

The Parties partnership and this Agreement does not mean that the NCA in any way becomes an actor in relation to the Partner's decisions, or that the NCA can be held responsible for the decisions that the Partner is taking when conducting its business activities.

The partnership shall not have any negative impact on the NCA or the Partner's reputation. This also applies to the information distributed by the Parties.

The partnership shall not be used to legitimize own business decisions. References to the partnership shall also not be used as part of a possible response of criticism of own activities. If any of the Parties act in a way that the other Party considers to be critical, this Agreement shall not prevent the Parties from publicly criticizing such conduct.

The partnership and this Agreement is conditioned that the Partner restrains from, in any way, engaging in producing or contributing to the production of weapons and munitions, that by its normal use will be in breach of international humanitarian law.

The partnership and the Agreement is further conditioned that the Partner does not engage in, or supports, any activities belonging to the pornography and tobacco industries, and that the Partner does not carry out their operations in areas considered by the United Nations to be illegally occupied.

It is also assumed that the Partner does not act in a way that may undermine the prestige of the NCA and the principles of the organization, including the principles of independence and impartiality.

This Agreement does not limit the NCA from entering into similar agreements with other partners.

* 1. **The purpose of the partnership**

The Partner and the NCA, through this Agreement, wishes to enter into a mutually binding partnership. A partnership with the NCA is characterized, inter alia, by common goals, value creation, extensive interaction and access to networks and expertise. The purpose of the partnership is to [insert short description of purpose, e.g. "to strengthen the humanitarian work of the NCA, while increasing the knowledge regarding the humanitarian situation in countries and regions where the Partner operates"].

A more detailed description of the purpose of the partnership is set out in Schedule A.

The Parties also have a common purpose that the Agreement will contribute to a long-term and mutually beneficial profile for both Parties. As part of this, NCA shall provide services/funds as specified in Clause 7 and the Partner shall provide services to the NCA as specified in Clause 6. Further, detailed provisions for the scope of work, the project and the services each Party shall provide is included in Schedule B.

* 1. **Audit and Compliance**

The Partner must ensure that the Partner has in place formal standards, procedures and audit and control arrangements, including those for monitoring and preventing fraud, bribery or other corrupt practices.

To ensure that all NCA partners fulfils its obligation under the partnership and upheld the ethical, legal and humanitarian standards that the NCA requires from its respective partners, the NCA regularly conducts audits and compliance controls of its partners and contracting parties. Upon conclusion of this Agreement, the Partner accepts such audit and compliance control from the NCA, in accordance with the provisions in Schedule D.

In general, such audit may include, but not be limited to, a review of the Partner's

* compliance with the duties and obligations under this Agreement,
* compliance with governmental duties and obligations,
* compliance with applicable legislation and regulation (including i.a. anti-corruption),
* if applicable; the employees' wages and working conditions,
* if applicable; sub-contractor agreements and the sub-contractors business
* compliance with international treaties, such as the Universal declaration of human rights and subsequent conventions, the Human Rights Convention, the Convention on the Rights of the Child, the UN Convention on Biological Diversity, Stockholm Convention on persistent organic pollutants and the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal etc.

*Cooperation:*

During an audit or a compliance control, both Parties is obliged to cooperate in good faith. The Partner shall reply to NCA's requests and provide or make available the enquired documentation within reasonable time, as set forth by the NCA in the notification. Following an audit or compliance control, the Parties shall arrange a meeting, whereas the NCA reports its findings to the Partner.

*Notification:*

The NCA shall notify the Partner of such audit or compliance control with at least five (5) working days prior notice. Notice shall be given in writing (letter or e-mail) to the Agreement Administrator, c.f. clause 4.5 below.

*Site visits*

The NCA reserves the right to include site visits as part of such audit or compliance control. The NCA may in such case appoint individuals to visit any sites where activities and projects under the Agreement are being conducted in order to evaluate progress, performance and key issues. The Partner shall grant (or shall procure that any partner of the Partner grants) reasonable access for such visits which will be conducted at an in advance agreed time during normal working hours.

*Sub-contractors*

Where the NCA has particular concerns about any particular sub-contractor, NCA will raise these with the Partner, and the Partner will consider (in good faith) whether to visit the sub-contractor in response to the concerns raised by the NCA. If the Partner conducts such visit, it will promptly report its findings to the NCA. Further, the Partner shall ensure that the NCA has access to the same site visits of any sub-contractor as if it was the Partner itself.

* 1. **Reporting obligations**

The Partner shall report to the NCA in accordance with the provisions set forth in Schedule D.

The Partner shall, at least on a quarterly basis, provide the NCA with the following:

* a progress report regarding the project, including the financial progress,
* a report regarding the sub-contractors, if any, and their progress,
* a statement that the Partner is in compliance with the provisions in this Agreement,
* updated financial standing and budgets, and (if any) reports from the Partner's auditor,
* all board papers and minutes of board meeting and, if applicable, general meeting,
* a report regarding the Partner's commercial plans and spends

The Partner shall, at least annually, provide the NCA with the following:

* the Partner's audited financial statement, including the auditors statement
  1. **Agreement Administrators and provisions for notification between the Parties**

Upon conclusion of the Agreement, each of the Parties shall appoint an Agreement Administrator who is the primary contact on behalf of the Party in matters relating to the Agreement.

Thus, all notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, telephone number and email address of the Parties’ respective Agreement Administrators are set out below. Either Party may change the name, post office address, telephone number or email address of its Agreement Administrator by giving timely written notice to the other Party.

**For the NCA:**

|  |  |
| --- | --- |
| IF DELIVERED BY POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
| [Name Title] | [Name Title] |
| Kirkens Nødhjelp / Norwegian Church Aid  P.box: 7100 St. Olavs plass  0130 Oslo  Norway | Telephone: [telephone number]  E-mail: [e-mail address] |
|  |  |

**For the Partner:**

|  |  |
| --- | --- |
| IF DELIVERED BY POSTAL SERVICE | IF DELIVERED BY ANY OTHER MEANS |
| [Name Title] | [Name Title] | |
| [Company Name] | Telephone: [telephone number] | |
| [Post Office Address] | E-mail: [e-mail address] | |
| [Postal code and city] |  | |
| [Country] |  | |
|  |  | |

1. **RIGHTS AND OBLIGATIONS**
   1. **Meetings**

A Party may, if it deems it necessary, convene, with no less than three (3) working days’ notice, a meeting with the other Party to discuss the contractual relationship and how the contractual relationship is being handled.

* 1. **Loyalty**

The Parties shall ensure that the partnership is governed by loyalty and good faith. Both Parties is subject to the contractual duty of loyalty, and shall, inter alia, duly inform the other Party of any matters that must be considered being of interest of the other Party.

* 1. **NCA liability**

The NCA does not accept any responsibility for financial or other liability incurred by the Partner, any of the Partners employees, partners or sub-contractors that may arise out of the project or activities conduced. In any event, the NCA shall have no liability to make any payments to the Partner after the Agreement period, whether to continue or wind down either the Partner or for any other purpose.

* 1. **The rights and obligations of the Partner**
     1. *Use of sub-contractors or sub-partners*

The Partner’s use and replacement of sub-contractors shall be approved in writing by the NCA. Approval shall not be unreasonably withheld.

If the Partner appoints a sub-contractor, or a third party, to perform work occasioned by this Agreement, the Partner shall remain fully responsible for the performance of such work, just as if the Partner was performing the work itself.

* + 1. *Cooperation with third parties*

The Partner undertakes to cooperate with third parties to the extent that the NCA deems this necessary for the purposes of performing the duties stipulated in this Agreement. The Partner shall in such cases adopt an independent position, and act in consultation with the NCA.

However, the Partner shall be released from the duties mentioned in this clause if the Partner substantiates that such cooperation will be of material disadvantage to the Partner’s relationship with existing subcontractors or other business contacts.

* + 1. *Wages and working conditions*

If the Partner has employees, the Partner shall ensure that all employment related matters is in accordance with national law and legislation (including tariff agreements). Further, the Partner must ensure that they do not engage in the exploitation of child labour and must take the necessary steps to prevent the employment of child labour. Further provisions is set forth in the NCA's Code of Conduct for Contractors, included in Schedule E.

* + 1. *Other standards that applies to the Partner*

The Partner's operations and activities shall be in compliance with to following standards:

- Irresponsible lending practices promoting an increase of the debt of developing countries

- Irresponsible marketing practices aiming at exploiting developing countries' domestic markets.

- Tax evasion (exploitation/evasion of tax rules)

- Bribery and/or corruption

- Actions involving abuse or exploitation of people

- Actions leading to irresponsible and inescapable environmental impacts

- Unlawful takeover of other people's land (land-grabbing)

- Increased repression of civil society in developing countries

- Contribution to conflicts in the local communities

The Partner's compliance with the above will be assessed by the NCA regularly and through audits and compliance controls (c.f. Clause 4.3). It the Partner is involved in any of the above, this constitutes grounds for termination, c.f. Clause 9.

* 1. **The rights and obligations of the NCA**

**[legg inn kort beskrivelse av KN's forpliktelser]**

1. **THE PARTNER'S DUTIES:**

The Partner shall provide the services as described in Attachment B, and in accordance with the Agreement as such.

1. **NCA’s DUTIES:**

The NCA shall provide the services/funds as described in Attachment B, and in accordance with the Agreement as such.

1. **CONFIDENTIALITY**

Information that comes into the possession of the Parties in connection with the Agreement and the implementation of the Agreement shall be kept confidential, and shall not be disclosed to any third party without the prior written consent of the other Party.

The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

The Parties shall take all necessary precautions to prevent unauthorized persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the Parties’ employees and subcontractors, and to third parties who act on behalf of the Parties in connection with the implementation of the Agreement. The Parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement, and provided that they are

subjected to a confidentiality obligation corresponding to that stipulated in this clause.

The confidentiality obligation shall not prevent the Parties from utilizing experience and expertise developed in connection with the implementation of the Agreement.

The confidentiality obligation shall continue to apply after the expiry of the Agreement. Employees or others who resign from their positions with one of the Parties shall also be subjected to a confidentiality obligation in respect of matters mentioned above following their resignation. The confidentiality obligation shall lapse five (5) years after the date of termination, unless otherwise stipulated by an Act or regulation.

1. **TERMINATION**

The Agreement and the partnership terminates automatically and without prior notice at the effective date, unless the Parties has agreed otherwise.

The NCA can terminate the Agreement and the partnership effective immediately if the following occur:

* the Partner is, in NCA's opinion, considered to be producing or contributing to the production of weapons and munitions, that by its normal use will be in breach of international humanitarian law,
* the Partner is, in NCA's opinion, engaged in or supports activities that are associated with the pornography and tobacco industries,
* the Partner is, in NCA's opinion carrying out operations in areas considered by the United Nations to be illegally occupied,
* the Partner conducts or engages in any of the activities listed in Clause 5.4.4 above
* [insert relevant termination grounds – specific for the partnership]

Before terminating the Agreement, the NCA shall give the Partner written notice. The notice shall specify the breach and grounds for termination.

1. **BREACH OF CONTRACT**
   1. **Breach of contract by the Partner**
      1. *What constitutes a breach of contract*

There is a breach of contract on the part of the Partner if the Partner violates any of the provisions in this Agreement or Schedules, the purpose of the partnership or fails to perform other duties under the Agreement. It is also a breach of contract if the Partner fails internal audits or compliance controls in accordance with clause 4.3 above.

Nevertheless, there is no breach of contract if the situation is caused by circumstances related to the NCA or by force majeure.

The NCA shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.

* + 1. *Notification by the Partner*

If the Partner’s performance or conduct is considered as a breach of contract, the Partner shall give the NCA a written notice thereof as soon as possible. The notice shall specify the grounds of the breach and, to the extent possible, when and how the situation can be rectified.

* + 1. *Termination for breach*

If there is a material breach of contract, the NCA may, after giving the Partner written notice and a reasonable deadline for rectifying the situation, terminate the Agreement for breach with immediate effect.

It the Partner acts in defiance of international treaties related to human rights, this is always considered a material breach of contract.

The NCA may terminate all or part of the Agreement for breach with immediate effect if the breach is not rectified within the set timeline.

* + 1. *Damages*

The NCA may claim damages in respect of any direct loss, arising from any breach of contract in accordance with Clause 10.1.1 or Clause 9, unless the Partner demonstrates that the Partner is not responsible for the breach of contract or the reason for the breach of contract.

Liquidated damages shall be restricted to [sum – eventuelt x ganger kontraktsum]

The said limitations on damages shall not apply in the case of gross negligence or wilful misconduct on the part of the Partner or anyone for whom it is responsible.

* 1. **Breach of contract by the NCA**
     1. *What constitutes a breach of contract*

There is a breach of contract on the part of the NCA if the NCA violates any of the provisions in this Agreement or Schedules, the purpose of the partnership or fails to perform other duties under the Agreement.

Nevertheless, there is no breach of contract if the situation is caused by circumstances related to the Partner (including any sub-contractors) or by force majeure.

The partner shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered, and state a reasonable time for the NCA to rectify the breach.

* + 1. *Notification by the NCA*

If the NCA’s performance or conduct is considered as a breach of contract, the NCA shall give the Partner a written notice thereof as soon as possible. The notice shall specify the grounds of the breach and, to the extent possible, when and how the situation can be rectified.

* + 1. *Termination for breach*

If there is a material breach of contract, the Partner may, after giving the NCA written notice and a reasonable deadline for rectifying the situation, terminate the Agreement for breach with immediate effect.

* + 1. *Damages*

The Partner may claim damages in respect of any direct loss, arising from any breach of contract in accordance with Clause 10.2.1, unless the NCA demonstrates that the NCA is not responsible for the breach of contract or the reason for the breach of contract.

Liquidated damages shall be restricted to [sum – eventuelt x ganger kontraktsum]

The said limitations on damages shall not apply in the case of gross negligence or

wilful misconduct on the part of the NCA or anyone for whom it is responsible (including subcontractors).

1. **OTHER PROVISIONS**
   1. **PR and marketing**

During the Effective Period, if any of the Parties wishes to use the mentioned partnership in advertising / communication campaigns, the content and form shall be accepted in advance by the other Party.

Disclosure or exposure as mentioned may include use of the other Party's logo, company trademark etc. Such logo or company trademark may only be used in the form, colour and print provided by the other Party. Furthermore, such use shall be accepted in writing by the other Party, prior to use.

* 1. **Bankruptcy, etc.**

In the event of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention in respect of the business of the Partner, the NCA shall be entitled to terminate the Agreement for breach with immediate effect, unless otherwise stated by mandatory law.

* 1. **Force majeure**

If an extraordinary situation should arise which is outside the control of the Parties, which makes performance of the duties under this Agreement impossible, and which under Norwegian law must be classified as force majeure, the other Party shall be notified of this as soon as possible. The obligations of the affected Party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other Party shall be suspended for the same period.

In force majeure situations, the other Party may only terminate the Agreement for breach with the consent of the affected Party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days as of the date on which the situation arose (and in such case only with fifteen (15) calendar days’ notice).

The Parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other Party. Such information shall be disclosed as soon as possible.

1. **DISPUTES**
   1. **Governing law and jurisdiction**

The rights and obligations of the Parties under this Agreement shall in their entirety be governed by and interpreted in accordance with Norwegian law.

* 1. **Negotiations**

Should a dispute arise between the Parties as to the interpretation or the legal effects of the Agreement, the Parties shall first seek to resolve such dispute through negotiations.

If such negotiations do not succeed within ten (21) working days, or a different period agreed by the Parties, either Party may request that the dispute be submitted to mediation.

* 1. **Mediation**

If a dispute related to this Agreement has not been resolved by negotiations, the Parties shall attempt to resolve the dispute through mediation.

The Parties may elect to adopt the rules of the Norwegian Bar Association for mediation by advocate, modified, if applicable, to suit the preferences of the Parties. The Parties should agree on a mediator with such qualifications as the Parties believe to be the most appropriate given the nature of the dispute.

The detailed approach to mediation shall be determined by the mediator, in consultation with the Parties.

Alternatively, the Parties may agree that the matter is submitted to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediator will be nominated by CEDR if the Parties are unable to mutually agree otherwise within 14 days.

* 1. **Joint rules for mediation**

The mediator shall act impartially and independently in the performance of his or her duties. Prior to accepting an assignment, the mediator shall notify the Parties of any potential circumstances that are likely to give rise to a suspicion of insufficient impartially or independence on his or her part. The mediator shall also give the Parties such notice during the assignment if the Parties have not previously received such information, or if the relevant circumstances arise during the assignment.

At the start of mediation, the mediator shall inform the Parties of the basis on which his or her remuneration will be calculated. Unless otherwise agreed, each Party shall pay its own costs and half of the costs of the mediator. The mediator has the right to request the Parties to pay a sufficient advance to cover the costs and remuneration of the mediator, or to request the Parties to provide sufficient security.

The assignment of the mediator shall be concluded in one of the following ways:

1. through a proposed solution from the mediator that that Parties have agreed in advance shall be binding
2. through a written settlement or agreement between the Parties, based on the solution proposed by the mediator
3. through the mediator informing the Parties that he or she does not deem it appropriate to continue the assignment, or
4. through a Party informing the mediator that the Party wishes to conclude the assignment.
   1. **Litigation or arbitration**

If a dispute is not resolved through negotiations or through mediation, either Party may require such dispute to be resolved with final effect before the Norwegian courts of law. The venue shall be the registered address of the NCA.

The Parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.

1. **SIGNATURES:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**In Witness Whereof,** the Partner and the NCA have executed this Agreement in duplicate originals, with one original being retained by each party.

***On behalf of the Partner, [Partner’s company name],***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature*Date*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

Title

***On behalf of the Norwegian Church Aid:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

**Schedule** **A:**

**Background to the Agreement and Purpose**

**The Norwegian Church Aid**

The Norwegian Church Aid ("NCA") is an international charitable organisation (NGO) that fights together with individuals and organizations around the world to abolish poverty and injustice. The NCA provides emergency relief in disaster situations and work long-term for local development. In order to combat the causes of poverty, the NCA also influence authorities, businesses and religious leaders to make the right decisions. The NCA's work is carried out without the intention of changing people's religious beliefs.

**The Partner**

[Include short description of the Partner]

**The partnership and its purpose**

The NCA wants to enter into partnerships with the corporate sector in order to fulfil the NCA's vision of a just world by empowering the poor and challenging the wealthy and powerful. In pursuit of this vision, the NCA is guided by five values; integrity of creation, human dignity, global justice, inclusive communities and compassion.

The purpose of the partnership is to strengthen and make visible the Partner's position as a partner for the NCA, using the NCA's expertise in development aid work, disaster- and catastrophe aid as a tool in the Partner's business and marketing strategy. The partnership also aims to strengthen and make visible the NCA through the Partner's communication channels and marketing methods.

Further, NCA aims to support the Partner's business profile and help strengthen and build identity and pride internally in the Partner.

Finally, the Parties shall implement agreed projects XX

[Include short description of the partnership and the purpose]

**Schedule** **B:**

**The Scope of Work, description of the project or services, or Partner’s proposal**

**Schedule C:**

**Financial Composition and Administration of Funds**

**Schedule D:**

**Provisions for Reporting, Internal Audit and Compliance Control**