

## **AGREEMENT**

### Between

#### **Association of Civil Society Development Centre (STGM)**

Tunus Caddesi 85/8

06680 Kavaklıdere

Ankara

Turkey

Represented by Tezcan Eralp Abay, General Coordinator

#### **And The Partner**

#### **European Citizen Action Service AISBL (ECAS)**

Avenue de la Toison d'Or 77

1060 Brussels

Belgium

Represented by Assya Kavrakova, Director

It has been agreed and confirmed as follows:

### **Article 1 – Subject of the agreement**

Project “Disseminating best practices of advocacy and lobbying from Turkey and Europe for enhancement of democratic participation” funded by the Central Finance and Contracts Unit of Turkey under EuropeAid/135252/M/ACT/TR and bearing the reference number: CFCU/TR2010/0135.01-01.

### **Article 2 – Mission and overall responsibility of the Partner**

The Partner’s tasks and responsibilities are:

- Activity 1: Capacity & skill development of CSOs
  - **Providing** support for developing the content of the trainings to be carried on democratic governance, advocacy and lobbying, participation mechanisms, European policies and practices;
- Activity 2: Best practices database
  - **Participating in developing a** guideline/framework on the best examples of effective CSO participation in the decision-making process in the EU

- Contributing to formulation of “**the fields of participation**” at the international, national and local levels,
- Identification of the “**best available norms**” of effective CSO participation in the decision making process,
- **Providing** input to web-based best practice database/catalogue regarding civil society involvement in public policy making on:
  - a database/catalogue on best practices on participation in decision making,
  - policy documents, binding or soft regulations like laws, by-laws, governmental decisions, declarations, guidelines, papers of national governments, intergovernmental organisations, international organisations or supranational organisations,
  - publications on civil society - public sector dialogue and manuals and expert reports,
  - announcements about EU and other granting schemes on civic participation,
  - and other useful information.
- **Dissemination** of the project **outcomes** to the public as well as relevant national and local authorities;
- Activity 4: Study visit and workshop for lobbying practice
  - **Organising the travel and accommodation** of 10 representatives from CSOs who have already participated in the trainings and engaged in the pilot practices, 5 representatives from public institutions (one representative from Ministry of EU Affairs and four representatives from national parliament and/or other public institutions relevant to pilot practices) in total 16 with project staff will conduct a study visit to Brussels;
  - **Organising** a study visit certain EU institutions, some civil institutions engaged in lobbying and advocacy works;
  - **Organising** an advanced level joint learning workshop in cooperation with STGM in Brussels to share lessons learnt and the best practices to further promote government-civil society dialogue and cooperation;
  - **Preparing** a final narrative and financial report and delivering it to STGM by the **03rd of August 2015**;

In addition, the Partner will be responsible for the financial management related to the aforementioned activities. In particular, the Partner will take care of the following in terms of financial reporting:

- Use the monthly accounting rate established by the Commission and published on: <http://ec.europa.eu/budget/inforeuro/> and use the rate of the month when the pre-financing has been executed, i.e. February 2014;

- Provide certified copies of all the invoices related to the project and deliver them to STGM;
- Encode all the expenses in the expense table which will be provided by STGM and make sure that each expense is justified by an appropriate invoice;
- As for staff costs, timesheets and proof of payment of salaries should be saved in case of an audit and certified copies sent to STGM;
- Make sure that all expenses are committed and dated within the timeframe of the first year of the project: 15.10.2014- 14.08.2015;
- Produce summary certified by the Treasurer or other responsible person;
- All financial reports must comply with the form attached to this agreement as Annex VI (Model Final Narrative and Financial report) of the Grant Contract TR2010/0135.01-01/095;
- In addition to the reports mentioned above, the Partner shall collect the following documents:
  - Accounting records (computerized or manual) from the Partner's accounting system such as general ledger, sub ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
  - Proof of procurement procedures such as tendering documents, bids from tenders and evaluation reports;
  - Proof of commitments such as contracts and order forms;
  - Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates), etc;
  - Proof of receipt of goods such as delivery slips from suppliers;
  - Proof of completion of works, such as acceptance certificates;
  - Proof of purchase such as invoices and receipts.
  - Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
  - Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
  - For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
  - Staff and payroll records such as contracts, salary statements, time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European-based staff (if the Action is implemented in Europe) analyses and breakdowns of expenditure per month of actual work; assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.
  - Or any other document requested by the by the Central Finance and Contracts Unit of Turkey

All these documents will have to be made available during an audit of the Partner organization or STGM.

The Partner is required use the contract reference and Project title in all of its administrative and financial documents to be submitted to the Contracting Authority in regard to the project as:

*“TR2010/0135.01-01/095 - Disseminating best practices of advocacy and lobbying from Turkey and Europe”*

The Partner is also required to give prominence to the name and logo of the European Commission and Turkey, CFCU and the name and logo of the Programme financed by the Community on all their publications, posters, programmes and other products produced under the co financed action. Communication and Visibility Manual for EU External Actions laid down and published by the European Commission can be found at:

<http://www.cfcu.gov.tr/SPOs/TOOLS/EU%20Visibility%20Guidelines-1.pdf>

Moreover, the Partner shall mention the Action and the European Union's financial contribution in information given to the final recipients of the Action, in its internal and annual reports, and in any dealings with the media. It shall display the EU logo and Turkey, CFCU wherever appropriate.

### **Article 3 – Co-funding**

ECAS as the partner of the project has not any responsibility to provide co-funding. STGM will submit a notification letter to change “expected source of funding” section of the project budget in order to change initially foreseen co-funding amount.

### **Article 4 – Duration**

Officially, the assignment begins after this agreement is signed and ends at the latest on **15 August 2015**. During this period and in case of an extension the Partner shall achieve the tasks described in Article 2.

### **Article 5 – Payment**

STGM will pay the Partner up to a total of the budgeted amount to carry out the assignment described in Articles 2, which includes all costs and charges.

The amount stated above will be paid by STGM to the Partner’s account number in following matter:

**Initial Pre-financing payment, 80%** of the estimated budget excluding contingencies as indicated at Article 15.1 of the General Conditions, (Annex 1 of this agreement, STGM Annex B – Budget ECAS-Final.xls) will be paid within 30 days of receiving the first installment of the budget from the Contracting Authority. **(19,020 Euro)**

**Final Payment** will be paid within 30 days of receiving the final payment of the budget from the Contracting Authority.

Payments will be made to the following bank account of the Partner:

VAT <sup>1</sup>	BE0442397402
BANK NAME AND ADDRESS	ING Chaussee d'Ixelles 3 1050 Brussels Belgium
IBAN	BE 60 3100 7199 1870
SWIFT CODE	BBRUBEBB

The exact amount of the partners' estimated budget for the activities will be determined when the Contracting Authority approves the final report.

#### **Article 6– Modifications**

STGM has the right to modify the planning and the missions of the Project in order to ensure good management. STGM will inform the Partner about the modifications in due time. The Partner undertakes to abide to any changes, request, fill in any form the Contracting Authority may request.

#### **Article 7- Monitoring Information System (MIS)**

The Contracting Authority will provide a user name and password to the Partner in order to use the MIS in regard to the Project. The Partner acknowledges that it can monitor the Project via MIS and agrees to use the system when deemed necessary by the Contracting Authority.

Signed and delivered in two copies.

**Brussels/Ankara, xx November 2014**

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**Mr. Tezcan Eralp Abay**

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**Ms. Assya Kavrakova**

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<sup>1</sup> Persons liable to pay VAT have to make out an invoice in full compliance with current legislation.