



SWISS PHILANTHROPY

Foundation

Creating and Managing Philanthropic Funds

## Cooperation Agreement

Between

Swiss Philanthropy Foundation

&

Artemida

### A) Summary

Parties: Swiss Philanthropy Foundation and Artemida on behalf of the National Coalition 'Life without Domestic Violence in Moldova'

Duration: 16 months (from 01 January 2020 to 30 April 2021)

Project: Support to the National Coalition "Life without Violence in Moldova"

Amount: EUR 193'600 in two annual instalments

### B) The Parties

- **Swiss Philanthropy Foundation (hereinafter "the donor")**, acting through its Chairman, Mr. Etienne Eichenberger of Swiss citizenship.

The purpose of Swiss Philanthropy Foundation is to pursue public-interest goals by encouraging the development of philanthropy and by supporting charitable organizations and projects, in humanitarian and social aid, medicine, education, research, environmental protection, sustainable development, culture and the arts.

- **Artemida (hereinafter "the beneficiary")**, represented by its Executive Director, Simion Sirbu, of Moldovan citizenship.

The mission of this Organization shall be offering alternative reintegration services to young people, women, pregnant women and women with children, prone to abandon their children, in order to reduce the incidence of human trafficking, domestic violence, abandonment of children and poverty.

### C) Objective of the Agreement

The donor and the beneficiary will collaborate on the project "Support for the National Coalition "Life without Domestic Violence in Moldova" benefiting to women and children, victims of gender-based violence according to the following objective: (1) to strengthen the institutional capacities and decision-making mechanisms of the National Coalition to better advocate for reform at legislative and systemic level in Moldova, and (2) to strengthen the institutional and human capacities of NC members on uniform



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standards of service provision to victims.

This cooperation agreement formalizes the commitment of the “Issues Affecting Women Fund” sheltered by the donor.

**D) Parties’ responsibilities**

D.1. The beneficiary commits to:

PROGRAMS

- Manage the project’s resources in a transparent, effective and efficient manner.
- Develop the project according to the agreed proposal (c.f. appendix) in order to achieve the proposed objective(s).
- Consult the donor on any changes in the project’s development.

LEGAL

- Respect the legislation applicable to their organization, administrative norms, labor laws, tax laws, civil and criminal law, etc.

ADMINISTRATION AND FINANCES

- Not invest the funds received in the stock market nor in shares, risky investments or any activities other than those agreed upon.
- To respect the attached approved total budget. Any over or underspend of budget must be justified and explained in the financial reports.
- Give the donor access to accounting information, as needed and upon reasonable request.

RELATIONSHIP WITH THE DONOR

- Maintain a frank and transparent relationship with all donor’s representatives and any person designated by them. Facilitate their access to programs, facilities and documents related to this project.
- Respond within a reasonable time-frame to questions and requests made by the donor, particularly those related to the review of reports.
- Obtain the donor’s written authorization before utilizing its name, logo or any other emblem or symbol. Approval will be granted based on an appraisal of a detailed and valid request by the beneficiary.

REPORTS

- Send to the donor a financial and a narrative report not exceeding 5 pages as per the reporting schedule specified below that include:
  1. Expenses since beginning of the project to date versus the planned budget
  2. Main achievements
  3. Main difficulties/challenges



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4. Actual results versus planned results
5. Next steps

- Reporting schedule:
  1. Interim report for 2020 by February 28<sup>th</sup> 2021
  2. Final report by July 31<sup>st</sup> 2021

### DISSOLUTION

In the event of liquidation, the beneficiary's asset shall be applied to similar public-utility objectives to those of the beneficiary. The dissolution of the beneficiary shall only be carried out with the consent of the competent authority and based on a written report which sets out justification for the dissolution.

#### D.2. The donor commits to:

- Transfer the initial funds to the beneficiary's account, based on the agreed payment schedule, if and when all requested initial documentation has been duly received and approved.
- Transfer the subsequent planned funds, if any, to the beneficiary's account, based on the agreed payment schedule, if and when all requested reports have been duly received and approved.

### **E) Final Provisions**

If either party fails to respect the terms and conditions of this cooperation agreement, the other party can terminate this agreement giving three months written notice.

Nevertheless, in the event of a duly established report of the beneficiary's misuse of funds or abuse or mistreatment of the project's beneficiaries, the donor can terminate the agreement with immediate effect. The beneficiary will be obligated to return the remaining non utilized funds to the donor.

This agreement is governed by Swiss law.

Any dispute, controversy or claim arising out of or in relation to this agreement, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be in Geneva, Switzerland. The arbitral proceedings shall be conducted in English.