

SPECIFIC TERMS AND CONDITIONS
OF INTERNATIONAL COOPERATION, CARITAS SWITZERLAND
FOR CONTRIBUTIONS FOR PROJECT RELATED ACTIVITIES

PROJECT IMPLEMENTATION CONTRACT
Stakeholder No 1549

between

National Committee for Counter Trafficking (NCCT)

National Road No.1, Sangkat Nirouth, Khan Chbar Ampov, Phnom Penh, Cambodia
hereinafter referred to as the Partner or NCCT
hereinafter referred to as the 'Partner'

and

Caritas Switzerland (CaCH)

Adligenswilerstrasse 15, 6006 Luzern
hereinafter referred to as 'CaCH'

in relation to the Implementation of Action

Safe Migration Project Cambodia (SaMiCa)
Project p220001

hereinafter referred to as the 'Project'



1. Overview

Project	Safe Migration in Cambodia (SaMiCa)	
Country, region	Cambodia, Kamrieng / Battambang Province	
Duration	Start: 01.01.2022	End: 31.12.2024
Project ID CACH	p220001	

Financial contribution by CACH	Note: The reference currency underlying this contract is the Swiss franc (CHF). The USD amount of USD 318'903 is <u>indicative</u> , based on the exchange rate at the time of budget development. CaCH reserves its right to correct the USD amount in case of deficit caused by unfavourable exchange rate development.		
	maximum amount in CHF	CHF 290'035	
	maximum amount in USD		
	Total Project costs for NCCT	USD 633'046	100%
	NCCT own contribution	USD 314'143	49.6%
	CaCH contribution	USD 318'903	50.4%
	CaCH covers 50.4% of actual project expenses, up to USD 318'903.		

Reporting language	English
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Bank details of the Partner	Bank	Foreign Trade Bank of Cambodia
	Account's Name	NATIONAL COMMITTEE FOR COUNTER TRAFFICKING "N.C.C.T"
	Bank Address	No.33C-D, Tchecoslovaquie Blvd., (169), Sangkat VealVong, Khan 7 Makara, Phnom Penh, Cambodia
	SWIFT	FTCCKHPP
	Account	300011555679

Responsible Programme Coordinators	
For CACH	For the Partner
Ethel Grabher Programme Director	H.E. Chou Bun Eng Permanent Vice Chairperson of NCCT, Secretary of State of Ministry of Interior
Adligenswilerstrasse 15 CH-6002 Lucerne Switzerland	National Road No.1, Sangkat Nirouth, Khan Chbar Ampov, Phnom Penh, Cambodia
Tel: +41 41 419 23 52 egradher@caritas.ch	Tel: +855 12 872 639 cbeng1155@gmail.com

Reporting & audits & Indicative Payment Plan for CACH's contributions (each instalment will be done after approval of required documentation):				
Document type	Reporting period	Due date submission	Instalment	USD
upon signature of this agreement			Instalment 1	110'000
Quarterly Financial, Projection and Log-frame Report	01.01.2022-30.03.2022	07.04.2022		
Quarterly Financial, Projection and Log-frame Report	01.04.2022-30.06.2022	07.07.2022		
Interim Narrative Report I	01.01.2022-30.06.2022	30.07.2022		
Quarterly Financial, Projection and Log-frame Report	01.06.2022-30.09.2022	07.10.2022		
Quarterly Financial, Projection and Log-frame Report	01.10.2022-31.12.2022	07.01.2023		
Interim Narrative Report II	01.01.2022-30.12.2022	30.01.2023		
Extended Project Audit I	01.01.2022-30.12.2022	30.03.2023		
upon approval of interim and audit report and / or executed expenditure of 70% of 1 st instalment(s)			Instalment 2	100'000
Quarterly Financial, Projection and Log-frame Report	01.01.2023-30.03.2023	07.04.2023		
Quarterly Financial, Projection and Log-frame Report	01.04.2023-30.06.2023	07.07.2023		
Interim Narrative Report III	01.01.2023-30.06.2023	30.07.2023		
Quarterly Financial, Projection and Log-frame Report	01.07.2023-30.09.2023	07.10.2023		
Quarterly Financial, Projection and Log-frame Report	01.10.2023-31.12.2023	07.01.2024		
Interim Narrative Report IV	01.01.2023-30.12.2023	30.01.2024		
Extended Project Audit II	01.01.2023-30.12.2023	30.03.2024		
upon approval of interim and audit report and / or executed expenditure of 70% of 2 nd instalment			Instalment 3	100'000
Quarterly Financial, Projection and Log-frame Report	01.01.2024-30.03.2024	07.04.2024		
Quarterly Financial, Projection and Log-frame Report	01.04.2024-30.06.2024	07.07.2024		
Interim Narrative Report V	01.01.2024-30.06.2024	30.07.2024		
Quarterly Financial, Projection and Log-frame Report	01.06.2024-30.09.2024	07.10.2024		
Quarterly Financial, Projection and Log-frame Report	01.10.2024-30.12.2024	07.01.2025		
Final Narrative Report	01.01.2022 – 31.12.2024	30.01.2025		
Final Audit	01.01.2022 – 31.12.2024	30.03.2025		
upon approval of Final Narrative Report & Final Audit Report			Final Instalment	8'903
Total Payment by CACH			USD 318'903	

2. Purpose

- 2.1. The purpose of the Specific Terms and Conditions and its Annexes (the "Contract", as defined in the General Terms & Conditions, sec. 1.3) is the award of a contribution by the Contracting Authority (CACH) for the implementation of the action entitled described in the Annexes.
- 2.2. The Partner shall be awarded the contribution on the terms and conditions set out in the Contract, which consists of these Specific Terms and Conditions and the Annexes, which the Partner hereby declares it has noted and accepted.
- 2.3. The Partner accepts the contribution and undertakes to be responsible for carrying out the Action.

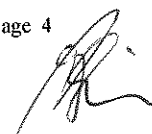
3. Specific Terms and Conditions

With reference to the General Terms and Conditions (GTC / Annex 1), the following paragraphs are additional to chapter 3 "Responsibilities of the Partner":


- 3.1. Extended Project Audit / Annex IV: The project audits fall under the responsibility of CaCH. CaCH engages an internationally accredited audit company, checks the audit quality and shoulders all costs. The NCCT is expected to ensure availability and give access to the needed information and to deliver a Management Response
- 3.2. Procurement / Annex V: The Procurement Regulations for goods and services of Caritas Switzerland Cambodia country office is applicable.
- 3.3. CACH Code of Conduct & complaint management / Annex VI: All partner organizations of CaCH sign a Code of Conduct (CoC) that prevents abuse, corruption and other violations of values, principles and manners. All staff and representatives of the partner organizations are bound to comply with the CoC.

On top, CaCH supports every implementing partner to set up a suitable Complaint Handling Mechanism for each project co-funded by CaCH. The partner organisation is required manage the handling mechanism and to forward "sensitive" complaints (breach of Code of Conduct) to CACH's complaint handling entity at Country Organisation level. For this project, the NCCT is required to have a Complaint Handling Mechanism in place by the end of the first quarter of the project.

- 3.4. Partner Risk Assessment (PRA) and Partner Capacity Development Plan (PCDP) / Annex VII: The PRA and PCDP have been conducted in December 2021 and finalized during the project orientation workshop in January 2022. The PCDP is an integral part of this agreement and must be followed. The timely implementation of the Partner Capacity Development Plan by the partner is a condition for receiving CACH contributions. Failure to comply may result in the suspension of CACH transfer of instalments or, ultimately, to the termination of this contract according to articles on Termination set out in the General Conditions.
- 3.5. Duties and taxes: The Partner seeks exemption from duties and taxes, wherever possible.
- 3.6. Anti-Terrorism Financing Policy: CACH due diligence in the monitoring and verification of the end use of charitable funds includes the screening of stakeholders against sanctions lists. For this purpose, CACH will screen partners' key staff, finance institutions where funds are transferred and contractors receiving funds above USD 10,000.



<u>Internal use</u>	BL <input type="checkbox"/>
	OL <input type="checkbox"/>
	PV <input type="checkbox"/>

For Caritas Switzerland	For the NCCT
<i>Signature 1</i> Place, Date: Luzern, 20.01.2022 ----- Franziska Koller Head of IC	 <i>Signature 1</i> Place, Date: ----- ----- H.E. Chou Bun Eng Permanent Vice Chairperson of NCCT, Secretary of State of Ministry of Interior
<i>Signature 2</i> Place, Date: Luzern, 20.01.2022 ----- Ethel Grabher Programme Director	<i>Signature 2</i> Place, Date: ----- ----- H.E. Ponn Samkhann Secretary General, NCCT

4. Annexes

The following documents are annexed to these Special Conditions and form an integral part of the Contract:

- Annex I: CACH General Terms & Conditions
- Annex II: Description of the Action (ProDoc & Logframe)
- Annex III: Budget for Action
- Annex IV: CACH ToR extended Audit
- Annex V: Applicable Procurement Manual: Procurement Manual of CACH Cambodia Country Programme
- Annex VI: CACH Code of Conduct & Guidelines Complaint Handling Mechanism
- Annex VII: Partner Risk Assessment & Partner Capacity Development Plan

