

Unidea – UniCredit Foundation

Project Agreement with Institute for Basic and Continuing Education of Health Workers

N° 7

BY AND BETWEEN:

Unidea – UniCredit Foundation (herein referred to as “**Unidea**”), a private non-profit Foundation recorded in the register of legal entities of the Milan Prefecture with no. 414, on 21 May 2003, represented by the Chairman, Maurizio Carrara

AND

Institute for Basic and Continuing Education of Health Workers, ETI, represented by the General director, László Vízvári, herein referred to as the “**Organisation**”

and together, jointly referred to as the “**Parties**”.

WHEREAS

- (1) Unidea’s statutory mission is to operate, directly or indirectly (also by interacting with other legal entities), in favour of people in need, irrespective of their sex, race, language, religion, political positions, personal and social conditions, whether in Italy or abroad;
- (2) Unidea recognises that, in the pursuit of its statutory mission, non-governmental organisations may have a vital role and added value thanks to their field presence, flexibility, specialisation, and to their being a direct expression of active citizenship at the service of humanitarian and social causes;
- (3) the Organisation is willing to implement the project described in Annex 1 hereto (the “**Project**”);
- (4) Unidea has considered the Project in line with its statutory mission and is therefore willing to contribute to the financing thereof, subject to the terms and conditions set out herein;
- (5) the Parties, in a spirit of mutual trust and respect, intend to define the mutual roles and responsibilities in the financing and the implementation of the Project;

NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS

Art. 1
Commitments

By this Agreement:

- (a) Unidea commits to donate to the Organisation up to the maximum amount of **Euro 50,500**, provided that:
- (i) any and all sums credited by Unidea to the Organisation shall be used by this latter only for the purpose of implementing the Project as described in **Annex 1** hereto;
 - (ii) the Project shall be implemented in accordance with the milestones schedule set out in **Annex 2** hereto, and finalised by and no later than the final term also set out in such **Annex 2**;
 - (iii) in the implementation of the Project, the Organisation shall abide by all other provisions of this Agreement;
 - (iv) payments shall be made overtime in connection with the achievement of each single milestone set out in the above-mentioned **Annex 2** and for the amount indicated therein, subject to the achievement of such milestone being ascertained by an authorised signatory of Unidea;
- (b) the Organisation commits to use any and all funds received from Unidea for the purpose of implementing the Project only, and to abide by all other provisions of this Agreement.

Art. 2
General Behaviour Principles

- 2.1 The Organisation undertakes that, in the implementation of the Project, it shall abide by the following principles, which it recognises as being essential for Unidea:
- a) **Humanity**: the Organisation shall focus on saving and preserving human lives and relieving suffering;
 - b) **Impartiality**: the Organisation shall solely respond to identified needs, without discrimination of any kind between or within affected populations;
 - c) **Neutrality**: the Organisation shall not favour any political, religious front or other dispute wherever they are carried out;
 - d) **Independence**: the Organisation shall be absolutely independent from any political, economic, military or other objectives that motivate actors in the regions where the Project is carried out.
- 2.2 Without prejudice to the generality of the foregoing, the Organisation further undertakes that it shall implement the Project in accordance with best international practice for initiatives of its kind, whilst taking into account the

specific operating environment and observing the highest ethical standards. To this end, the Organisation shall:

- a) assess the local needs and promote the common objective of responding to the social needs identified;
- b) promote the participation of the local communities in the implementation and evaluation of the Project;
- c) endeavour to base the Project's implementation on local capacities, whilst respecting the culture, the structure and the customs of the communities and of the countries where the Project is carried out, without prejudice to the fundamental rights of human beings;
- d) establish the linkage between relief, rehabilitation and development to help the populations involved in the Project regain a minimum level of self sufficiency, taking long term development objectives into account, whenever possible;
- e) endeavour to strengthen the capacities of the communities involved in the Project, with a view to enabling them to respond to future social and economic needs;
- f) adopt an attitude of transparency and accountability towards stakeholders, also by adhering to voluntary codes of good practices or charters;
- g) ensure that social workers and any other persons involved in the Project, whether volunteers or salaried, are granted fair working conditions, with special attention to their safety in the field and, to the extent possible, to their professional development;
- h) promote a learning culture based on the evaluation of actions and on sharing and disseminating lessons learnt and best practices.

Art. 3

Reporting on the Organization

3.1 In order to allow Unidea verify and assess on an ongoing basis the implementation of the Project, the Organisation shall ensure:

- (i) an effective and efficient internal control system for the management of the Project which includes the respect of ethical and humanitarian values, effective segregation of duties and appropriate risk management mechanisms identifying risks and appropriate risk responses;
- (ii) an accurate, complete and timely accounting system and, if foreseen, an independent external audit;
- (iii) the availability of all relevant information to ensure timely management decisions as well as a sufficiently detailed reporting and audit trail.

- 3.2 Within 15 days of Unidea's request, the Organisation shall submit the following documents and information to Unidea:
- a) an up-to-date organisation chart for Organisation, including the number of salaried employees or volunteers;
 - b) the last annual report approved by the Organisation's competent body;
 - c) the last annual accounts approved by the Organisation's competent body, together with the opinion of a professional external auditor;
 - d) a table demonstrating the different intervention sectors of the Organisation as well as the percentage of the annual budget spent in each sector for the last financial year;
 - e) the percentage of the Organisation's income deriving from Unidea's funding.
- 3.3 In addition to the above, within 31 January of each year the Organisation shall provide Unidea with the following documents (only in case that such documents have been changed from the versions provided to Unidea in previous years):
- a) a copy of the legal act of registration with the national administration as well as a translation in English or French;
 - b) the Articles of association of the Organisation together with a translation in English or French;
 - c) a detailed up-to-date list of the members of the administration board, including their names and an explanation of their assigned functions.

Art. 4
Monitoring of the Project

- 4.1 Without prejudice to Article 3 above, the Organisation undertakes that:
- (i) it shall grant Unidea, at any time, access to the Organisation's premises in order to directly monitor the status of the Project;
 - (ii) it shall invite Unidea to participate in meetings for the exchange of information and co-ordination, organised at the initiative of the Organisation;
 - (iii) it shall retain a regular strategic programming dialogue with Unidea, both at field and at headquarters level;
 - (iv) the legal representatives of the Organisation will meet those of Unidea at least once a year to monitor the Project's implementation

Art. 5
Suspension and Termination

- 5.1 Unidea may at any time suspend the funding of the Project if the Organisation does not comply with any of the obligations and principles set out in this Agreement.
- 5.2 For the purpose of Article 5.1 above (the “**Suspension**”), Unidea shall deliver to the Organisation a written notice (the “**Notice of Suspension**”) setting out the grounds on which the Suspension is based. In the 30 calendar days following receipt of the Notice of Suspension, the Organisation may deliver to Unidea a reply (the “**Reply**”) to the Notice of Suspension, setting out its remarks, if any, to the indicated grounds of the Suspension and its proposals, if any, to cure them. In the meanwhile, the funding will remain suspended.
- 5.3 Within 15 calendar days following receipt of the Reply, the Parties shall meet to discuss their respective positions with regard to the Suspension. As a result of such meeting, Unidea may either (a) confirm the Suspension, or (b) communicate to the Organisation that the Suspension is removed and the funding will continue. In case no communication is given by Unidea, the Suspension shall be deemed to be confirmed.
- 5.4 Under Suspension, this Agreement will continue to apply to the extent necessary to allow an orderly completion of the planned activities and liquidation of related funding which are still in force.
- 5.5 Unidea may at any time remove the Suspension if, in its discretion, it considers that the grounds or circumstances on which the Suspension was based have changed.
- 5.6 In case the Suspension is not removed within the expiry of one year of the Notice of Suspension, this Agreement, unless otherwise agreed by the Parties in writing, shall be deemed to be terminated.

Art. 6
Notices

- 6.1 All notices, requests, demands and other communications required or permitted hereunder will be in writing and will be deemed to have been duly given when delivered by hand against acknowledgement of receipt, or made via registered mail with return receipt, or sent by facsimile (followed by courier) or courier, as follows:
- if to Unidea:
Unidea UniCredit Foundation
Via Durini 9 - 201222
Milano – ITALY
To: Mr. Maurizio Carrara
Chairman

 - if to the Organisation:
Institute for Basic and Continuing Education of Health Workers
Horánszky utca 15 - 1085
Budapest – Hungary
To: Mr. László Vízvári
General director

or to such other person or address as each of the Parties shall designate by notice in the manner provided for herein.

- 6.2 All the above notices will be deemed received by the relevant addressee on the day resulting from the acknowledgement of receipt, or from the return receipt of post or courier.

Art. 7
Confidentiality. Logo

- 7.1 The Parties reciprocally undertake to keep strictly confidential the existence and the terms of this Agreement, as well as of any document, information or other material related to the subject matter thereof, save as required by each Party's disclosure obligations that such Party may be under pursuant to the laws and regulations applicable to it. This provision shall remain in force even in case this Agreement is terminated for whatever reason, until the expiry of two years following termination.
- 7.2 Without prejudice to the above, the Organisation undertakes to insert the Unidea logo and name in the same evidence as its own logo and name in all communications of whatever form related to the Project.

Art. 8
Representations

Each Party represents and warrants to the other Party that it has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby and such transactions have been duly authorized by all necessary corporate action and this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, and the execution, delivery and performance of this Agreement by such Party does not and will not conflict with, violate or cause a breach of any agreement, contract or instrument to which such Party is a party or any judgment, order or decree to which it is subject.

Art. 9
Miscellaneous

- 9.1 This Agreement contains the whole agreement among the Parties relating to the subject matter thereof and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.
- 9.2 This Agreement has the following Annexes, which form an integral and substantial part thereof:
Annex 1: **Project and Budget**
Annex 2: **Milestones schedule**
- 9.3 Any amendment to this Agreement or its Annexes shall be valid and enforceable only if in written form and undersigned by the authorised signatories of both Parties.

- 9.4 If any provision in this Agreement will be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement will not be affected.
- 9.5 This Agreement does not establish a joint venture, agency or partnership between the Parties, nor does it create any employer/employee relationship.
- 9.6 Each Party will bear and pay its own legal and other professional costs in relation to this Agreement and the performance of the obligations contemplated by it.

Art. 10
Governing Law and Arbitration

- 10.1 This Agreement is governed by, and shall be construed in accordance with, Italian law, without recourse to its provisions on the conflict of laws.
- 10.2 The Parties undertake to amicably resolve any disputes which may arise in the application of this Agreement. In case an amicable resolution is not viable, the Parties undertake to amicably resolve any disputes which may arise in the application of this Agreement. In case an amicable resolution is not viable, the All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The arbitrators shall be experts of Italian law and fluent in English. The language of arbitration shall be English. The arbitration hearings shall take place in Paris.

SIGNATURES

In two original copies, one for Unidea and one for the Organisation.

For the Institute for Basic and
Continuing Education of Health Workers
General director
László Vízvári

For Unidea-UniCredit Foundation
Chairman
Maurizio Carrara

Signature

In  on 22.07.2010



Signature

In  on 22.07.2010

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