

AGREEMENT

Cooperation agreement between Fojo Media Institute and VJTC/VJA – “ Consultancy Services for TV Journalists Training- Vietnam” during the period 160125 to 160531.

THE PARTIES

The parties to this Agreement are Fojo Media Institute (hereafter referred to as Fojo) and the Vietnam Journalists Association (hereafter referred to as VJTC/VJA)

A. Fojo Media Institute

Address:	Fojo Media Institute, Linnaeus University, 391 82, Kalmar, Sweden
Registration Number:	202100-6271
International Director:	Johan Romare
Telephone:	+46/(0)480/44 64 00
Fax:	+46/(0)480/44 64 20
E-mail:	johan.romare@lnu.se
Description:	Fojo Media Institute

B. The Vietnam Journalists Training Center, VJTC/VJA

Address:	Vietnam Journalists Association (VJTC/VJA)
Identification Number NIT:	
Legal representative:	Dinh Thi Thuy Hang, VJTC director
Legal representative's id number:	010538351
Nominated representative:	Nguyen Thi Hai Van, chief accountant
Nominated representative's id number	013043648
Telephone:	+ 84 912 442 741
E-mail:	hangding59@gmail.com
Description:	VJTC/VJA will partner Fojo in the “ Consultancy Services for TV Journalists Training- Vietnam” dated December 16, 2015.

Fojo Media Institute, Linnaeus University legally represented by Johan Romare, International Director and VJTC/VJA legally represented by Dinh Thi Thuy Hang, Director with identification number 010538351 and Nguyen Thi Hai Van, Chief Accountant with identification number 013043648 have decided to sign this agreement.

ARTICLE 1 SCOPE AND OBJECTIVES OF THE AGREEMENT

VJTC/VJA intends to carry out a training/practice known as “Consultancy Services for Regional TV Journalist Training - Vietnam”.

The objectives of the “Consultancy Services for Regional TV Journalist Training - Vietnam” is to:

- **Development of a toolkit and presentation of the same in an online space** at VJTC’s website for ease of access.
- **Presentation of the approach** to management and senior journalists in selected provincial TV stations through 4 seminars:
 1. Training course on Management for broadcasting stations in Hanoi, 2 days, 20 journalists.
 2. Training course on Management for broadcasting station in Da Lat, 2 days, 20 journalists.
 3. Training course for broadcasting editors and reporters in Hanoi, 3 days, 20 journalists.
 4. Training course for broadcasting editors and reporters in Da Lat, 3 days, 20 journalists.

ARTICLE 2 BASIS OF THE AGREEMENT

This agreement is based on the budget (in appendix) and supplementary documents.

The following appendices and attachments are part of the Agreement:

Appendix I: Budget

Appendix II: VJTC Partner Evaluation

Appendix III: Reporting templates

Appendix IV: GFMD Code of Ethics

ARTICLE 3 THE CONTRIBUTION

From the attached budget, Appendix I. VJTC/VJA shall receive an amount not exceeding DKK 490 000 contributing to the implementation of the project.

Fojo will report to DANIDA and the disbursement of the contribution can only be done on condition that DANIDA makes the funds available.

ARTICLE 4 UNDERTAKINGS BY VJTC/VJA

1. To plan, implement and monitor the objectives in Article 1 "Scope and objectives of the agreement".
2. to obtain any permissions or legal documents needed for the implementation of related activities.
3. to provide reliable and complete bookkeeping, and account for the contribution in accordance with the agreed budget as it is presented in Appendix I.
4. to ensure that expenses financed by contributions through this agreement, are not financed by any other donors, i.e. expenses cannot be financed twice .
5. the implementation of the activities shall be organised as stated in this Agreement dated 16/01/25.

ARTICLE 5 UNDERTAKINGS BY Fojo Media Institute

1. to channel funds from Danida to VJTC/VJA for the process of planning, implementing and monitoring the objectives in Article 1 " Scope and objectives of the agreement".
2. to disburse funds in a timely manner.
3. to review and audit the VJTC/VJA financial report

ARTICLE 6 DETAILED PROGRAMME PLAN AND BUDGET

The present agreement will allow the implementation activities in the budget included in Appendix I.

ARTICLE 7 CONDITIONS FOR THE USE OF THE CONTRIBUTION

The contribution may only be used for the implementation of the activities in the attached budget in Appendix I. The approved Funds are not a remunerative donation.

Only costs for activities carried out during the period from 16-01-25 to 16-04-30 may be financed from the contribution. After a period of one month from the latter date, no pending contribution under this Agreement shall be payable.

Should circumstances arise that call the feasibility or validity of the project into question or cause VJTC/VJA to make major changes in its objectives, or if VJTC/VJA decides to make any substantial deviation from the plan presented (more than 10% of each budget line), VJTC/VJA must obtain Fojo's written approval in advance, through a written solicitation.

Fojo may decide to withhold the disbursement, wholly or in part, if substantial deviations from the presented plan and budget occur, activity objective(s) are endangered, financial report are not delivered as agreed. Before taking such a decision, Fojo shall initiate discussions with VJTC/VJA. Approved funds which are not requisitioned prior to the end of the period for which they were granted, will be forfeited unless otherwise agreed with Fojo in writing.

If part of the grant, in accordance with the original proposal and this agreement, is channelled to another organisation/partner, VJTC/VJA shall enter into agreement with this organisation before funds approved can be requisitioned and disbursed. VJTC/VJA shall ensure that applicable conditions in the agreement with Fojo are included in these agreements. A copy of the agreement shall be sent to Fojo. VJTC/VJA shall ensure that bookkeeping of recipient organisation is reliable and complete, and that the organisation can use and account for the grant on accordance with budget/plan of operations.

Fojo and VJTC/VJA agree to co-operate on preventing corruption within and through the programme, and undertake to take rapid legal measures to stop, investigate and charge any party suspected on good grounds of corruption or other wilful misuse of resources.

If the conditions set out in this article are not fulfilled or fully complied with, Fojo may reclaim funds disbursed, wholly or in part, to VJTC/VJA.

ARTICLE 8 INFORMATION ACTIVITIES

When reports, studies and other information are produced, DANIDA as financier shall be indicated. The programme's name may not be used in such a way that the programme can be regarded as having contributed to or have expressed an opinion for the content. The Programme shall, at its sole discretion, have the right to copy and distribute information and educational material that VJTC/VJA has produced under this Agreement.

ARTICLE 9 PROCUREMENT

All development cooperation activities shall be characterised by efficient use of resources, the promotion of transparent administrative practices and management of funds, and the hindrance of corruption. Procurement of goods, works and services shall be carried out in accordance with internationally accepted principles and procurement practices. No offers, gifts or payments, considerations or benefits of any kind that would or could be viewed as an illegal or corrupt practice shall be accepted, either directly or indirectly, as an inducement or reward for the award or execution of contracts financed within this programme.

VJTC/VJA shall provide Fojo with all the necessary documentation. The attached procurement guidelines, Appendix II, shall apply to the procurement of goods, works and services. Sida's procurement regulations are available in Appendix II.

Tender documentation, including all published procurement notices, shall be prepared in English language.

At the request of either of the parties, consultations shall be held on any matter relating to procurement.

ARTICLE 10 PLANNING, REVIEW, REPORTING AND EVALUATION

VJTC/VJA and Fojo shall keep a permanent communication.

VJTC/VJA will submit one detailed financial report to Fojo according to the format of reporting templates included under Appendix V.

- **Financial report** is to be submitted by the 16-05-31 covering the period from 16-01-25 – 16-04-30

VJTC/VJA shall promptly inform Fojo if the financial reports and plan cannot be submitted as agreed.

Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the activities will not be carried out as agreed.

VJTC/VJA shall follow generally accepted national accounting principles in its accounting. VJTC/VJA is obliged to keep full supporting original documentation to justify the cost claimed on file. Advances should be avoided as far as possible. If there are any advances, they should be accounted for within one month.

The working time for personnel with a local employment contract, to be charged to the project- if that is included in the agreed budget, must be recorded throughout the duration of the project by any reasonable but reliable means. The person in charge of the work designated by VJTC/VJA should certify the records. A simple estimation of hours worked is not sufficient. There must be a system that allows the time anyone working in the project to be followed and audited.

ARTICLE 12 DISBURSEMENT

A prerequisite for disbursement of approved funds is that requirements in this agreement is fulfilled by VJTC/VJA and are shown in the reports submitted and approved by Fojo.

The contribution shall be disbursed as follows:

In 2016:

DKK 441 000 shall be available for disbursement upon signature of the Agreement and request for payment by VJTC/VJA

In 2016:

DKK 49 000 shall be made available for the second disbursement upon request for payment by VJTC/VJA, submission and approval of the financial report to Fojo.

Disbursements of contributions shall only be made against a disbursement request in original from VJTC/VJA signed by the authorized persons. The people authorized to sign the disbursement request on behalf of VJTC/VJA are the Legal Representative, Dinh Thi Thuy Hang or the nominated representative Nguyen Thi Hai Van. VJTC/VJA shall inform Fojo of any new nomination. If the project is delayed, or previous disbursements for any other reason have not been spent, Fojo may decide on deviations from the disbursement plan.

Disbursements will be made to the following bank account of VJTC/VJA:

Account number: 10 20 100 000 36667

Account holder: Dinh Thi Thuy Hang

Bank: Ngan hang Thuong mai Co phan Cong thuong Viet Nam (Vietnam Joint Stock Commercial Bank for Industry and Trade-VCB)

Branch: Hanoi Branch

Branch Code: 106

Swift Code: ICBVNVX

Bank address: 06 Ngo Quyen Street, Hanoi City, Vietnam.

The disbursement request shall contain the following information and the disbursement shall be made accordingly:

- the word "disbursement request" in the heading,
 - the Agreement number
 - the name of the programme
 - the requested amount in SEK,
 - the recipient's bank, bank address, account number/IBAN No, account-holder, clearing number/sort code, SWIFT-code and currency of the account, and
 - financial report on use of previous disbursements or reference to such report.
- The disbursement request shall be signed and addressed to Fojo Media Institute.

Funds received from Fojo shall be kept in a separate interest bearing savings bank account. Payments made by this account must be signed jointly by at least two people authorized to do so by the organization. VJTC/VJA shall make available an interest bearing bank account for the contribution.

ARTICLE 13 REFUND OF INTEREST INCOME AND/OR UNSPENT BALANCES

Funds not used for activities provided for by this agreement before 16-04-30 shall be repaid to Fojo no later than 14 days of expiry of the agreement. The financial report shall provide on information on interest income. Interest income may be used for activities within the scope of this Agreement.

For the refund to Fojo of interest income and/or unspent balances the bank instructions are as follows:

Account number: 12810108927

Account holder: Linnaeus University

Bank: Danske Bank

Bank address: Box 7523, SE 103 92 Stockholm

Bic/SWIFT: DABASESX

ARTICLE 14 RELEASE

VJTC/VJA will not release this agreement or activities related to the agreement to any person or organization without the written approval of Fojo.

ARTICLE 15 EXCLUSION OF A LABOUR RELATION

VJTC/VJA will employ on its own account any personnel needed for the fulfilment of the agreement, no labour relation will exist between the personnel of VJTC/VJA and Fojo.

ARTICLE 16 ARBITRATION AND APPLICABLE LAW

Any dispute, controversy or claim arising out of or in connection with the Agreement that cannot be settled amicably shall be definitively resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

A single arbitrator shall be appointed. The place of arbitration shall be Stockholm, Sweden and the language used in the proceedings shall be English. The agreement shall be governed by the substantive law of Sweden without regard to its conflict of law rules.

ARTICLE 17 TERMINATION

This Agreement may be terminated because of:

- The ending of the period of time the agreement was signed for
- A joint agreement to terminate between VJTC/VJA and Fojo
- A serious breach of the agreement that may cause Fojo to terminate the Agreement with immediate effect

This Agreement shall remain valid until 16-05-30. In the event of termination by Fojo the termination shall not apply to funds irrevocably committed in good faith by VJTC/VJA to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

If the Agreement is terminated because of a decision by VJTC/VJA, no funds shall be made available for activities after the expiry of the Agreement. In case of termination the following obligations shall, however, remain in force until they have been fulfilled by VJTC/VJA:

- Financial report shall be submitted to Fojo
- Funds not utilized shall be refunded to Fojo within 2 months of termination

ARTICLE 18 EFFECTIVE DATE

This Agreement shall become effective on 16-01-25.

Two originals of the text of this Agreement, written in English language, have been signed, of which the parties have taken one each.

Place and date : Kalmar and Hanoi 28 January 2016

For Fojo Media Institute
Signature



Johan Romare
International Director

For VJTC/VJA
Signature

Dinh Thi Thuy Hang
VJTC Director

Signature

Nguyen Thi Hai Van
Chief Accountant



