

Critical winterization repairs of residential dwellings in the city of Irpin, Kivvska Oblast
(UKR-22/UKR_CBPF/RA4/S-NFI/INGO/23123).

Project Implementation Agreement

Between

The Foundation Terre des Hommes Italy, with its registered seat in: Via Matteo Maria Boiardo 6, 20127 Milan, Italy, registered in Milan, by AICS (Agency for the Italian Development Cooperation) under n° 2016/337/000275/6 and the Italian Ministry of Foreign Affairs, registration n° 2000/337/004170/0. Fiscal code 971490300150, represented by Donatella Vergari – President, entitled to representation of the Foundation in accordance with the resolution for the renewal of corporate offices of the Board of Directors of 13/12/2019

hereinafter referred to as “**TDH**” or “**TDH Italy**” and understood as **donor partner and/or signing part**

And

The Center for Social Communications with its registered seat in Ukraine, 03038, city of Kyiv, Malevicha Kazimyra St., building 2-8, office 15 entered into the Register of Unified State Register of Enterprises and Organisations of Ukraine 39130830 represented by Acting Chairman of the NGO, Iryna Yarmolenko, entitled to representation with a power of proxy

hereinafter referred to as “**CSC**” and understood as **sub-partner and/or signing part**

With the purpose of implementation of the project: Critical winterization repairs of residential dwellings in the city of Irpin, Kivvska Oblast **(UKR-22/UKR_CBPF/RA4/S-NFI/INGO/23123).**

This agreement consists of:

- Annexe 1: The project document as issued by the OCHA Grant Management System after validation
- Annexe 2: Organizational chart of the Project Critical winterization repairs of residential dwellings in the city of Irpin, Kivvska Oblast
- Annexe 3: Budget template for the sub-partner as per UHF-OCHA format

Introduction:

TDH Italy is an international NGO engaged since 1989 in the defence of the Rights of the Children. Active in more than 70 Countries with 793 development and humanitarian projects, TDH Italy has decided to respond to the humanitarian need of the population fleeing Ukraine for Poland from February 2022 and to the needs of those Ukrainians still living in the country and affected by the war.

CSC is a Ukrainian NGO founded in 2014 and currently an official partner of the Irpin City Council in the framework of the working group named Irpin Reconstruction Summit. The project object of this agreement is based on initial need assessment dealt by the Irpin City Council and on the dialogue started in April 2022 by the two parties of this agreement.



Article 1: Object of the Agreement

In the aftermath of the Russian invasion of Ukraine TDH Italy has decided, in coordination with CSC and the Irpin City Council to submit a project proposal focused on the repairs of apartments that have been damaged during the conflict in March 2022 in the framework of the 2022 Fourth Reserve Allocation for Winterization launched by the Ukraine Humanitarian Fund (UHF).

On September 1st, 2022, the Grant Agreement between the UN and TDH Italy has been signed after technical validation of the project by the Shelter and NFI Cluster and by approval of the project budget by UHF team. TDH has shared the project document with CSC and the Irpin City Council as per annexe 1.

The duration of the project is of four (4) months starting from September 1st, 2022. The total budget of the project amounts to USD 692,649.95.

The project is coherent with the Humanitarian Response Plan for Ukraine objective to provide principled and timely lifesaving multisectoral assistance to people affected by the war.

In particular, the project expected outcome is to increase the portion of population covered by time fashion, crucial medium repairs for winterization in Ukraine war- affected areas. In this respect 1119 individuals (407 HH) will benefit of crucial medium repairs for winterization in Irpin.

The main activity of the project consists of providing critical repairs and installation for individual homes (apartments in buildings) inhabited by local population. Critical insulation repairs will include doors, windows repairs including double glazing, roofing repairs and when necessary, repairs of external coating. These activities complement and don't overlap with the Irpin City Council reconstruction efforts.

While not reducing the number of beneficiaries the specific repairs activities can be revised in accordance with the evolution of the self-repair initiatives implemented by the Irpin population. Possible changes will concern the type of work to be implemented to ensure heating and insulation as well as the targeted buildings/families, but not the final purpose of the repairs that is to ensure thermal upgrade of the apartments.

Article 2: Duration of the Agreement

2.1 This agreement binds from the day of signing, and has a duration of 5 months, including reporting period to produce final reports

2.2 The expenses eligibility period is from September 1th 2022 to December 31st, 2022

Article 3: roles and responsibilities of the Agreement signing parts

The two parties will work in good coordination through a Strategic Management Team (SMT) as per annexe 2. The SMT represents the key space of coordination and strategic decision making involving the two parties of this Agreement. Decisions of the SMT will be taken based on the inputs of the technical staff of the project (Project Manager, Project Manager Assistant, Consultants), that will be invited on a regular or ad-hoc base to the meetings to provide update on the project implementation progress

At the same time each of the parties has a specific role in the implementation of the project deriving from the obligations set by the validated project document and the TDH Italy – UN grant agreement.

The two parties will establish the frequency of the meeting of the SMT according to the need of the project. Ad-hoc meetings can be called by each of the party at any time.



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3.1 Role and responsibilities of TDH Italy

TDH-Italy:

- a) Is the project implementing partner vis-à-vis the UHF. Is accountable in front of the donor for the use of funds, conduct of the personnel, including of the sub-partner and for the proper use, custody and maintenance of the project equipment.
- b) Exclusively communicate with UHF team as to project modifications, purchase process procedures and the modality of their application.
- c) Produce financial and technical reports to UHF according to the modalities defined by the Grant Agreement.
- d) Provides technical guidelines to the two other parties for specific activity implementation like data collection, AAP (article 4) reporting and visibility.
- e) Signs the contracts with the construction companies and service providers.
- f) Contributes to the human resources of the project as per annexe 2 by contracting: 1 Project Manager, 2 two consultants (Local Civil Engineer – M&E/Data base) and two support positions (Local administrator and local translator/secretary)
- g) Identifies Bruno Neri (Senior Program Manager) and/or Ernesto Bafile (Representative for Ukraine/Poland) to participate to the SMT as decision makers.

3.2 Roles and responsibilities of Center for Social Communication

Center for Social Communication:

- a) Is identified as the project sub-partner.
- b) Contributes to the human resources of the project as per annexe 2 and by contracting: 1 (one) Project Manager Assistant for 4 months, 2 (two) social workers and 1 (one) local M&E/Data base for a duration determined by the nature and durations of the tasks assigned to them.
- c) Will organize the work of the social workers according to SMT agreed Tor and working plan and evaluate their performance in coordination with TDH IT.
- d) Facilitate the identification of relevant consultant (Local Civil Engineer)
- e) Identifies Iryna Yarmolenko (Founder and Acting head of the NGO) to participate to the SMT as decision maker

Article 4: modality of financial and in-kind contributions

4.1. TDH Italy agrees to provide financial support to CSC for a maximum amount of 30.000 USD (Thirty thousand USD), in accordance with the Budget in annexe 3. Payment will be made in one instalment within 5 days form the reception of the funds from UHF/OCHA by TDH IT.

4.2 Payment will be made by bank transfer in USD to the following account in USD at the name of the CSC:

Company Name **The Center for Social Communications**

IBAN Code - UA913052990000026002046412998

Name of the bank - JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

Bank SWIFT Code - PBANUA2X

Company address - UA 01001 Kyiv city, Kazimyra Malevicha street, b. 2/8, apartment 15.

Correspondent banks

Account in the correspondent bank - 001-1-000080

SWIFT Code of the correspondent bank - CHASUS33



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Correspondent bank - JP Morgan Chase Bank, New York, USA

Or

Account in the correspondent bank - 890-0085-754

SWIFT Code of the correspondent bank - IRVT US 3N

Correspondent bank - The Bank of New York Mellon, New York, USA

Or

Account in the correspondent bank - 36445343

SWIFT Code of the correspondent bank - CITI US 33

Correspondent bank - Citibank N.A., NEW YORK, USA

It is agreed that CSC will undertake expenditures in Ukrainian Hryvnia. The exchange rate used for the transactions need to be substantiated by official banking documents. The amount necessary to cover, on a monthly base, all the expenses to be undertaken in Ukrainian Hryvnia will be changed in 1 single operation and the corresponding exchange rate will be used for reporting purposes. Exchange losses are not eligible expenses under this agreement and exchange gains should be returned to TDH IT 30 days after the termination of this agreement.

4.3 In accordance with generally accepted accounting rules CSC must keep a financial register and produce expenses supporting documents such as: contracts, invoices, proof of payments (wire transfers receipt, bank statements, signed receipts), to adequately justify expenses relating to the annexed budget (Annexe 3). Originals expenses supporting documents will be transmitted, on a monthly base to TDH IT Project Manager for further transmission to TDH Administration Unit. Each of the documents produced need to be coded with the project code **(UKR-22/UKR_CBPF/RA4/S-NFI/INGO/23123)**.

Further instructions as to expenses supporting documentation to be provided by CSC will be promptly given by TDH IT if necessary

4.4. Expenses that are not eligible and/or not supported by the financial report as well as the unused amounts of the funds must be returned to TDH Italy no later than the date of submission of the final accounting report.

4.5 Based on the budget validated by UHF/OCHA, TDH IT will purchase IT material necessary for the implementation of the project to be distributed to the staff of both parties. Each of the staff receiving the equipment will sign an Equipment Use Staff responsibility certificate. At the end of the project some of the equipment maybe object of a donation to CSC upon confirmation of the possibility of donations to the Sub partner by UHF/OCHA.

Article 5: reporting

5.1 It is agreed that the Project Manager Assistant recruited by CSC will provide to the Project Manger recruited by TDH all relevant information necessary and requested to finalize the reporting to the UHF OCHA. This information may be requested at any moment to respond to UHF/OCHA queries and should be promptly made available. The Project Manager Assistant will produce a weekly report of the overall progress of the works to the Project Manger and SMT.

5.2 The Project Manger and Project Manager Assistant will promptly inform each other about difficulties and obstacles observed during the monitoring of the repairs, and the implementation of the beneficiaries surveys in proper to find proper solutions involving the STM if necessary.

Article 5: Beneficiary registration and accountability to affected population (AAP)

The two parties agree as of now that, with the support of the social worker, 100% of beneficiaries will be registered in the beneficiary list after a verification process during which they will also be informed about the objectives of the project.

The two parties agree as of now that to ensure the accountability to the affected people, the project must ensure the following:

- a) Systematically involve the affected population in all needs assessments, monitoring, reviews and evaluation processes.



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- b) Involve affected communities in the planning and review of programs/operations
- c) Facilitate feedback process from affected people on the services received, protection concerns or complaints
- d) Enable fair and representative participation of all affected populations, including the most vulnerable and marginalized.

Article 6: Ethical requirements

6.1 The parties hereby confirm that as of the date of entry into effect of this agreement, neither it nor its Personnel have actual or potential conflict of interest situations before entering into the present agreement. If a new conflict of interest arises, the each of the parties must disclose this in writing to the others.

6.2 Each of the parties shall ensure that its Personnel refrain from any conduct that would adversely reflect on the other, on the project and on UHF/OCHA and shall not engage in any activity which is incompatible with the aims and objectives of the project and they shall prevent, oppose and combat all exploitation and abuse of vulnerable population assisted by the project and other persons of concern to each of the parties and to UHF/OCHA.

6.3 The parties agree on zero tolerance for abuse and misconduct, including sexual exploitation and abuse. Each of the parties shall communicate accordingly to its Personnel and shall take all reasonable measures to prevent abuse and misconduct. In particular, but not limited, the parties certify to undertake all reasonable actions to prevent: sexual exploitation and abuse, sexual and workplace harassment, discrimination, assault, threat, jeopardizing life of staff or others, abuse of authority, mismanagement, misuse and misappropriation of assets and funds, theft, fraud, corruption, misrepresentation, collusion and other violation of procurement principles, gross negligence, conflict of interest, violation of the relevant law, and/or of International Humanitarian, Human Rights and Refugee Law and of humanitarian principles, violation of confidentiality, violation of terms and contractual clauses under this Agreement.

6.4 Each of the parties shall ensure that all possible measures are taken to prevent its Personnel from exploiting and abusing vulnerable populations and engaging in any form of behaviour that could qualify as misconduct and abuse. The failure of the Implementing of one the parties to take effective measures to prevent such abuse or other misconduct, or the failure to investigate allegations of the same and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of this Agreement

6.5 The Parties to this Agreement shall ensure that no Personnel has been or will be offered any benefit arising from this Agreement. The Parties agree that non-compliance with the provisions of this Article is a breach of an essential term of this Agreement, which may result in immediate termination of the Agreement.

6.6 If one the parties becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this article, whether by another party or its Personnel or by any subcontractor should immediately notify the others.

In relation to the content of this article CSC agree that all personnel involved in the project should adhere to TDH Italy's Antifraud, Child Safeguarding and Protection from Sexual Exploitation and Abuse and Sexual Harassment (PSEAH), if they do not have adopted other similar tools.

Article 7: Project promotion and intellectual property rights

7.1 While TDH Italy will undertake the expenditures related to the visibility of the project according to the Grant Agreement with OCHA, the two parties will coordinate the implementation of these activities, taking into account the financial resources destined to them.

Correct reference to the project title and code as well as TDH IT, CSC, Irpin City Council and UHF logos should be in templates and reports produced during the project. Considering the budget limitations, the parties agree to implement activities as for example (indicative list)

- a) Press conference or even to present the project
- b) Publication in their respective websites and social media of the key information of the project mentioning all the parties involved
- c) Affixing panels and or labels mentioning the key information of the projects and all stakeholder's logos (including the donor logo) in key strategic points, such as offices and construction sites.
- d) Taking pictures and/or videos of the activities of the project. In this case the signing parties agree as of now that project staff and consultants will not take or publish pictures of the beneficiaries without their written consent or the consent of their parents in case on children below 18.
- e) Others

7.2 CSC accepts and authorizes as of now that TDH Italy may in any case freely and free of charge use deeds and documents, images on any medium, guaranteeing their full availability and freedom from the rights and claims of third parties.

Article 8: Personal data protection

Each of the parties is a controller in relation to the personal data it processes applying the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC to the personal data it processes.

The parties shall inform the persons whose personal data they process of the possibility of transferring personal data to other partners of this agreement.

The parties shall take appropriate consents before processing personal data of a special category, such as children's personal data, and, as part of the information obligation, inform about the recipients of the data.

Article 9: 11 Final provisions

All amendments and supplements to this Agreement must be made in writing. A qualified electronic signature shall also be regarded as a written form.

This Agreement is drawn up in duplicate, one for each of the Partners.

Any disputes arising from the implementation of this Agreement shall be resolved amicably taking into account the humanitarian objectives and interests of the beneficiaries of this Agreement

In matters not regulated by this Agreement, relevant paragraphs of the Civil Code and specific Ukrainian laws shall apply accordingly taking into account the humanitarian objectives and interests of the beneficiaries of this Agreement.



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For **The Foundation Terre des Hommes Italia**

For the **Center for Social communication**

The President, Donatella Vergari



Date and place, Milano, 09/09/22

The Acting Chairman: Iryna Yarmolenko

Date and place: 14/09/22 



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