

COOPERATION AGREEMENT

by and between

Football Helps Foundation – Spiel für den Frieden in Afrika

Reg. no. 0175732941

Felbigergasse 3/1/16

A-1140 Vienna

(hereinafter "**FHF**")

and

Association Football Helps

Approved by ministerial order no. 530/ 504 on April 12, 2016

Buyenzi 13ème Avenue No10 Bureau No D

Bujumbura, Burundi

(hereinafter "**AFH**")

(*FHF* and *AFH* collectively the **Parties** and individually a **Party**)

1.
PREAMBLE

- 1.1. WHEREAS, *FHF* is a non-profit association (*gemeinnütziger Verein*) under Austrian law, with its address at Felbigergasse 3/1/16, A-1140 Vienna, registered with the Austrian association register (*Vereinsregister*) under reg. no. 0175732941.
- 1.2. WHEREAS, *AFH* is a non-profit association (*Association sans but lucratif*) founded on the instructions of *FHF* under the laws of Burundi, with its adress at Buyenzi 13ème Avenue No10 Bureau No D, Bujumbura, Burundi, approved by ministerial order no. 530/ 504 on April 12, 2016
- 1.3. WHEREAS, *FHF* and *AFH* organize football tournaments all year long for children in Burundi. The individual tournament plans are created by *AFH* in cooperation with the team of *FHF* in Austria. The tournaments take place two or three times per year, depending on the composition of teams. Each activity, which the children can participate in, adds points to their teams for the tournament. Such activities include the weekly games, but also monthly community work, community meals and workshops. This way the children's enthusiasm for sport can be transferred to other areas of life and is easily integrated in all activities.
- 1.4. WHEREAS, through the cooperation with other local organizations, a wide spectrum of activities can be coordinated and made accessible to the children, which provide the best chance for a long-term and sustainable change in the local community. At the same time, these activities make the public aware of topics like environmental protection, hygiene, children rights and many more.
- 1.5. WHEREAS, the projects and activities described above under clause 1.3 and 1.4 (hereinafter "**Projects**") are sustained through the good exchange between Burundi and Austria and are understood as a sign of the importance of cultural exchange.
- 1.6. WHEREAS, the objectives of *FHF* and *AFH* are the personal development of all stakeholders (children, members, employees and their social environment) of the projects, regardless of race, age, gender, religion, social status and sexual orientation, through communal activities, empowerment, passing on moral values, knowledge transfer and sports activities to create awareness for their importance, as individuals and as a community, for a positive and peaceful development within the country. For this purpose, *FHF* raises donations in Austria and transfers such donations to *AFH* for the execution of all activities related to achieving the above mentioned objectives.
- 1.7. WHEREAS, *FHF* and *AFH* want to ensure that the donations are only used for certain purposes in accordance with this agreement.

NOW THEREFORE, the *Parties* agree as follows:

2.

USE OF DONATIONS

- 2.1. The *Projects* are financed through donations raised by *FHF* in Austria and implemented by *AFH* in Burundi. At the beginning of each year, *FHF* and *AFH* will agree on a budget for organizing and carrying out the *Projects* by *AFH* and based on such budget, *FHF* will transfer a certain amount of money to *AFH* on a monthly basis (hereinafter "*Funds*").
- 2.2. *AFH* shall act in the best interests of *FHF* when organizing and carrying out the *Projects* and shall use the *Funds* only for the organization of the *Projects* in an economically efficient way. *AFH* is subject to the instructions of *FHF* in the organization of the *Projects* and usage of the *Funds*. *AFH* shall use the *Funds* in compliance with the terms of the bylaws of *FHF* and *AFH* as well as the terms of this agreement.
- 2.3. *AFH* shall provide *FHF* with a detailed overview (financial report) with respect to the use of the *Funds* including scan copies of the respective receipts for expenditures and further explanatory documents on a monthly basis.
- 2.4. In case *AFH* fails to comply with its obligations under this clause 2 or in case *FHF* becomes aware of any misappropriation of the *Funds* by *AFH* or any other serious irregularities, *FHF* has the right to claim repayment of *Funds* paid-out and will withhold further payments of *Funds*.
- 2.5. *AFH* agrees to comply with any additional requests by *FHF* to assure the purposeful usage of funds within appropriate deadlines, as long as such documentation and deadlines are objectively possible to achieve.

3.

TERM OF THE AGREEMENT

- 3.1. This agreement shall become effective as of the date of signing of this agreement and shall remain effective for an indefinite period of time.
- 3.2. The *Parties* may terminate this agreement in writing with a notice period of 6 (six) months to the end of each calendar year.
- 3.3. Notwithstanding clauses 3.1 and 3.2, the provisions of this Clause 3 (Term of the agreement) and the clauses 5 to 7 (Governing law and jurisdiction, Severability and Miscellaneous) shall remain valid for an indefinite period of time.

4.
PREMATURE TERMINATION

- 4.1. *FHF* shall be entitled to terminate this agreement at any point in time for good cause. Such good cause is in particular given, if
- 4.1.1. *AFH* deliberately or due to gross negligence commits any breach of its obligations under this agreement in spite of being reminded in written form by *FHF* and after a reasonable grace period has lapsed without success. In case of recurrence no further reminder is needed; or
- 4.1.2. *AFH* carries out an activity, which harms *FHF*'s confidence in *AFH* permanently.

5.
GOVERNING LAW AND JURISDICTION

- 5.1. This agreement shall in all respects be governed by and construed in accordance with the laws of Austria exclusively, excluding its provisions on conflict of laws.
- 5.2. This agreement is exclusively subject to the jurisdiction of Austria and the exclusive place of jurisdiction for all disputes out of or in connection with this agreement is the court competent for commercial matters in Vienna, Inner City.

6.
SEVERABILITY

Should any provision of this agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of such invalid, ineffective or unenforceable provision; the same shall apply to any missing provisions.

7.
MISCELLANEOUS

- 7.1. This agreement contains the entire agreement between the *Parties* with respect to the subject-matter of this agreement and supersedes any and all prior agreements and understandings, whether written or oral, that may exist between the *Parties* with respect to the subject-matter of this agreement or parts thereof.

- 7.2. Changes to and amendments of this agreement, including this clause, must be made in writing, signed by all *Parties* hereto.
- 7.3. Each *Party* shall bear its own costs incurred in connection with the negotiation and conclusion of this agreement.
- 7.4. The headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

Viennois, on 29.10.2019

Football Helps Foundation, reg. no. 0175732941

Nadja Kala

Bujumbura, on 12th / September / 2019

Association Football Helps, ministerial order no. 530/504

Eraboganzwe Guillaum