

**COOPERATION AGREEMENT [yyyy-yyyy]**

**between**

**Church of Sweden**

**and**

**Partner-name**

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## Parties

Trossamfundet Svenska kyrkan, Sysslomansgatan 4, 751 10 Uppsala, Sweden, registration no: 252002-6135, (hereinafter referred to as Church of Sweden or CoS)

and

Partner-name, [address], (hereinafter referred to as the Partner-abbreviation or the Organisation),

agree in this Cooperation Agreement on the conditions for the support to the Partner-abbreviation.

Each is also referred to as a “Party” or together as “Parties”.

## Definitions

**Cooperation Agreement** - Agreement and its appendices on the cooperation between the Parties and the conditions for financial support from CoS, signed for a period that includes the Action period(s) of the approved Application(s); Conditions in the Cooperation Agreement apply for the Funding Commitment(s).

**Funding Commitment** – Sub-agreement(s) to the Cooperation Agreement; refers to one Action for which CoS has agreed to grant support; includes financial commitments for a specific period (often annual) within the Action period, transfer and reporting schedule and other terms specific for the grant to the Action; the Funding Commitment including financial commitment for the first period is attached to this Cooperation Agreement, financial commitments for the following periods are formed as addendum to the Funding Commitment.

**Approved Application** - The Organisation’s final application for a set Action period including annual plans and budgets, and a plan for procurements, approved by CoS for financing. There is normally one approved Application per Action, each Action refer to one Funding Commitment.

**Action period** – Period of implementation of the approved Application and during which the CoS funding can be used; can be multiyear up to a maximum Action period of three (3) years. The Action period for a certain Action is specified in the Funding Commitment.

**Funding Commitment period** – Period CoS in the Funding Commitment has committed to finance the Action(s); normally annual and follows CoS financial year January 1st – December 31<sup>st</sup> if not otherwise agreed.

**Action(s)** - Collective term of projects or programs and/or the Organisation’s operations in general as per the approved Application. CoS financing is for projects or programs (Project grant) or for the Organisation’s operations (General grant). Reporting for the two types of grants differ. Type of grant is stipulated in the Funding Commitment.

**Project grant** - Grant for a specific Action, limited in time and objectives; earmarked financing; “project” includes also programs or other specific Actions; annual reporting on project level in accordance with this Cooperation Agreement, reporting towards the approved Application’s annual plan and budget.

**General grant** - Grant for the Organisation as financial support for the Organisation’s on-going work and activities, i.e. not earmarked for specific project activities; annual reporting on organisational level, i.e. the Organisation’s annual report including annual audited financial statements, as presented to the board of the Organisation.

**Annual Plan and budget** – Detailed implementation plan and budget per year in the approved Application; the next year’s annual plan and budget are subject for revision and CoS approval prior coming years’ financial commitments (in addendum to the Funding Commitment).

## 1. Purpose of the Cooperation Agreement

The purpose of this Cooperation Agreement is to define the undertakings of the Parties for the cooperation under which CoS will grant support to the Partner-abbreviation's Action(s), and the conditions for CoS' financial support.

CoS' grant(s) will be agreed upon between CoS and Partner-abbreviation in separate Funding Commitments for each Action with reference to this Cooperation Agreement. The general terms of the grant(s) are determined in this Cooperation Agreement, the specific terms of the grant(s) are determined in the Funding Commitment. The format for the Funding Commitment is attached to this Cooperation Agreement as Appendix 1.

## 2. Undertakings of Church of Sweden

*Church of Sweden agrees to:*

- 2.1 Fundraise and grant financial support to the Partner-abbreviation during the period ..... for the Action(s) as presented in the approved Application(s) and budget(s).

The actual financing will depend on the progress of the Action and the Partner-abbreviation's need for financing for the Action, the potential funding from fundraising and CoS' back donors, and CoS' forthcoming decisions on allocation of funds. Grants per Action are detailed in Funding Commitments.

- 2.2 Assist and dialogue, in accordance with CoS Guide to partnership<sup>1</sup>, with Partner-abbreviation on matters relevant to the Action(s) and to the partnership.
- 2.3 Make information about CoS available to the Partner-abbreviation, as outlined in CoS Guidelines for sharing information<sup>2</sup>, including sharing CoS' staff codes of conduct with Partner-abbreviation and assist and dialogue on matters concerning the Guidelines for sharing information as relevant to the Partner-abbreviation and the Action(s). CoS is obligated, according to Swedish law and Church Order, to apply the principle of transparency. This means that CoS can refuse to share information only in certain cases.
- 2.4 Operate a Complaints and Response Mechanism through which all stakeholders can safely and confidentially lodge complaints about the work and staff behaviour of CoS, in accordance with the CoS Guidelines for handling complaints<sup>3</sup>, and assist and dialogue with Partner-abbreviation on matters concerning Complaints and Response Mechanisms relevant to the Action(s).
- 2.5 Coordinate when possible with other relevant partner agencies and churches in order to harmonise involvement and requirements, and plan visits with the Partner-abbreviation in good time before visits, and if possible, coordinate with other partner agencies and churches for more efficient use of time and other resources during visits.

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<sup>1</sup> Available at CoS' website <http://www.svenskakyrkan.se/international>

<sup>2</sup> Available at CoS' website <http://www.svenskakyrkan.se/complaints>

<sup>3</sup> Available at CoS' website <http://www.svenskakyrkan.se/complaints>

### 3 Undertakings of Partner-name

#### **Partner-name** agrees to:

3.1 Have clear selection criteria for target groups/rights holders, and promote participation of target groups/rights holders throughout the life span of the Action(s), including initial assessment, project design, implementation, monitoring, and evaluation. Gender and age shall be taken into consideration throughout the whole process.

3.2 Utilise the funds made available solely for the purpose, goals and objectives s as specified in the approved Application and related annual plans and budgets.

Funds allocated for a certain year are to be used for the Action(s) taking place within that year in order to avoid any balance at year end. Such balances can be carried forward only if confirmed by CoS in writing (e.g. e-mail) in advance unless otherwise agreed.

Unspent funds after the end of the Action period pertaining to CoS shall be repaid to CoS unless otherwise agreed.

3.3 Have adequate systems for planning, implementing, monitoring, evaluation and reporting of the Action(s).

3.4 Follow practices of good governance, including internationally acknowledged accounting and bookkeeping systems. The accounts shall comply with national laws and regulations, and whenever applicable the International Financial Reporting Standard (IFRS).

3.5 Report and account regularly for the Action(s) as outlined in the article 6 Reporting, Appendix 3 and the Guide to partnership<sup>4</sup>. Annual financial reports and annual financial statements shall be audited in accordance with the article 7 Audit.

3.6 Inform CoS on major organisational changes and changes in Partner-abbreviation priorities.

#### 3.7 *Code of Conduct*

Have a staff code of conduct (CoC) on prevention of sexual exploitation and abuse, fraud and corruption and abuse of power, and ensure that the CoC is implemented. The CoC shall be shared with CoS upon request.

#### 3.8 *Procurement*

Ensure that good business practice is observed when procuring goods and services with grants from CoS. The advantage of competition shall be utilised and tenders and tenderers shall be treated objectively in order to achieve competition on equal terms. The Partner-abbreviation shall have a procurement policy and regulation equivalent to CoS' procurement regulation (Appendix 2) to be shared with CoS upon request.

Procurements of goods and services shall be undertaken by the Partner-abbreviation in accordance with the Partner-abbreviation's procurement policy and regulation. Should requirements in CoS' procurement regulation be stricter than the Partner-abbreviation's, the CoS' procurement regulation takes precedence.

#### 3.9 *Third party agreements*

Sign agreements with organisations implementing parts of the Action(s), and to which the Partner-abbreviation conveys funding from the CoS grants. Such third-party agreements shall contain terms and requirements equivalent to those related to the Partner-abbreviation in this Cooperation Agreement. There shall be an unbroken chain of agreements including the final

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<sup>4</sup>Available at CoS' website <http://www.svenskakyrkan.se/international>

beneficiary organisation. **Partner-abbreviation** shall monitor third-party compliance of such agreements. Copy of signed third-party agreements shall be shared with CoS upon request.

**Partner-abbreviation** shall be responsible for that annual audits of those funds are performed according to article 7 Audit. If funds conveyed to one third-party within the period of this Cooperation Agreement do not exceed SEK 270 000 (eq. EUR 30 000), other forms for control of the use of funds than audit can be agreed on after CoS' approval.

- 3.10 Secure that all concerned staff for the Action(s), finance staff and external auditors are informed of the content of this Cooperation Agreement including Funding Commitments, appendices and/or documents this Cooperation Agreement refers to.
- 3.11 Cooperate in the writing of targeted fund-raising information related to the Action(s).

#### **4 Revisions and changes of plans**

- 4.1 **Partner-abbreviation** shall revise the annual plan and budget of the approved Application prior to financial commitments can be signed, starting from the second year of the Action period. The revised plan and budget are due to CoS no later than **January 31<sup>st</sup>** of the forthcoming year.

The revised annual plan and budget shall refer to the approved Application. A plan/list on procurements to be conducted on competitive basis<sup>5</sup> shall be included. When CoS approves the revised plan and budget these shall become part of the Approved application under this Cooperation Agreement.

- 4.2 **Partner-abbreviation** shall inform CoS immediately on major changes in any Action.

Major changes (in purpose, goals, objectives, time frame, activities, budget, staffing and methods) are acceptable to CoS only when mutually agreed and confirmed in advance by CoS in writing (e.g. email).

#### **5 Transfer of funds**

- 5.1 Transfers to **Partner-abbreviation** will be made in accordance with the Funding Commitment.

- 5.2 Each transfer will be made after receipt of a completed form for Requisition of granted funds and conditions fulfilled as per this Cooperation Agreement and the Funding Commitment.

The requisition shall be signed by the authorised representative(s) of the **Partner-abbreviation** as indicated in the Funding Commitment.

- 5.3 Transfers will be made to the **Partner-abbreviation**'s bank account as specified in the Funding Commitment. CoS will send a Payment advice and Request for acknowledgement of receipt for each transfer.

- 5.4 The bank account shall be signed by two authorised representatives of the **Partner-abbreviation** in conjunction. Any changes in the details for the bank account or authorised representative shall be corrected in an amendment signed by both Parties.

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<sup>5</sup> Values for procurement on competitive basis are above SEK 222 000 (eq. EUR 25 000) for goods and SEK 310 000 (eq. EUR 35 000) for services. See also Appendix 2.

- 5.5 Upon receipt of each transfer and payment advice **Partner-abbreviation** shall without delay acknowledge receipt in writing to CoS, by completing the Acknowledgement of Receipt form stating the amount in received currency.
- 5.6 Funds not yet used for the Action(s) shall be held in the specified bank account.
- 5.7 CoS may at any time withhold transfers if significant deviations from the approved Application, plan and/or budget occur, if conditions are not fulfilled or if the main objectives of the Action(s) are jeopardised.

## **6 Reporting**

- 6.1 Reporting is made in accordance with the type of financing, i.e. Project grants and General grants. Instruction on financial reporting in Appendix 3 applies.
- 6.2 **Partner-abbreviation** shall submit progress and annual reports to CoS in accordance with the paragraphs 6.6 and 6.7 below. Reporting schedule is provided in the Funding Commitment.

Final reports shall be submitted for Projects grants within three (3) months of the end of the Action period.

Other material produced that may be useful to CoS (e.g. for fund-raising purposes) shall also be shared.

- 6.3 Reports shall reflect the approved Application and annual plan and budget for the reporting period. Deviations from plan and budget shall be explained.
- 6.4 Narrative and financial reports shall be submitted simultaneously and shall correlate to each other.
- 6.5 **Partner-abbreviation** shall notify CoS immediately if any of the reports is delayed and give a valid explanation approved by CoS.

### **6.6 Progress reporting**

- 6.6.1 The **Partner-abbreviation** shall send a progress report for the Action(s) in the current year to CoS together with the Requisition for the last instalment of the year no later than **[August 31<sup>st</sup>]**.
- 6.6.2 The progress report shall include a short narrative report on progress and results, and status update based on the annual plan, and a budget and expenditure analysis in accordance with Appendix 3. Financial reporting.

### **6.7 Annual reporting**

- 6.7.1 **Partner-abbreviation** shall submit annual reports to CoS as soon as audits are completed.
- Annual project reports are due to CoS no later than **[March 31<sup>st</sup>]** (or three (3) months after the end of the annual period of the project).
  - The Organisation's annual report is due to CoS no later than **[May 31<sup>st</sup>]** (or five (5) months after the end of the financial year for the Organisation).

The authorised representative of the Organisation shall sign the audited financial project report and the annual audited financial statements, which are then signed by the Auditor (the Auditor's endorsement).

6.7.2 For **Project grants** the annual reporting shall cover the period January 1<sup>st</sup>-December 31<sup>st</sup> if not otherwise agreed. The reporting consists of (i) annual project reports (narrative report and audited financial report) and (ii) the Organisation's annual report including annual audited financial statements.

6.7.3 For **General grants** the annual reporting consists of the Organisation's annual report including annual audited financial statements.

#### **6.7.4 Annual financial reporting**

The annual financial project report and the Organisation's annual financial statements shall be in local currency, comply with IFRS standards whenever applicable, and be audited in accordance with the article 7 Audit below.

The annual financial reports shall indicate any gain in interest and possible exchange rate gains accrued on the funds. The interest gains shall be used within the Action. Exchange rate gains may be used for extended activities in the Action only if prior approved in writing by CoS.

##### *Annual financial project reports*

The annual financial project report shall be prepared in accordance with Appendix 3.

##### *Organisation's annual audited financial statements*

The Organisation's annual report shall include the annual audited financial statements for the whole organisation. The annual audited financial statements shall include income and expenditure statement, balance sheet, notes to the accounts (including project notes), the Auditor's report and Management letter.

It shall be possible to identify each grant from CoS in the Organisation's annual audited financial statements - in the income and expenditure statement or in the audited notes to the annual audited financial statements. Annual financial reports for projects if any shall be annexed.

#### **6.7.5 Annual narrative reporting**

The annual narrative report shall report on the Action(s) carried out and the development thereof in the period of reporting. The report shall be closely connected to the format and content of the approved Application and annual plan. The annual narrative report shall be results-oriented, i.e. analyse results in relation to expected outcomes and outputs, analyse unexpected results and challenges, and explain lessons learned and future improvements. Any significant deviations from plan shall be commented on. Further guidance on narrative reporting is provided in the Guide to partnership<sup>6</sup>.

##### *Organisation's annual report*

The annual narrative report for General grants consists of the narrative part of the Organisation's annual report.

### **6.8 Final reporting**

For Project grants the **Partner-abbreviation** shall present a final report within three (3) months of the end of the project with a summary of the achievements and impact of the Action for the entire Action period.

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<sup>6</sup> Available at CoS' website <http://www.svenskakyrkan.se/international>

## 7 Audit

- 7.1 The annual financial reporting on CoS' grants shall be audited. There shall be an unbroken chain of audit reporting including the final beneficiary organisation.
- 7.2 The audit shall be performed by an independent certified/chartered auditor (hereafter referred to as Auditor). The Auditor shall be a member of IFAC or an equivalent national body with international auditing standards.

**Partner-abbreviation** shall share proof with CoS that the Auditor complies with this requirement by sharing a copy of the Auditor's *audit certification/registration document* that verifies what kind of certification the Auditor holds, as soon as the Auditor has been procured. Auditor contact details shall be shared with CoS.

- 7.3 **Partner-abbreviation** shall share this Cooperation Agreement with the Auditor.
- 7.4 The audit shall be carried out in accordance with International Standards on Auditing (ISA) issued by the International Auditing and Assurance Standards Board (IAASB).

The Auditor shall in the Audit report express an opinion with reasonable assurance whether the Organisation's annual audited financial statements are in accordance with the Organisation's accounting records, the funds received from CoS have been used according to this Cooperation Agreement and are included in the annual audited financial statements, and the financial reporting has been done as per this Cooperation Agreement. It shall be apparent from the report that the audit has been conducted in accordance with International Standards on Auditing ISA.

Annual financial reports for projects shall be audited in accordance with ISA 800/805. The terms of reference for the audit shall be in line with Appendix 4.

- 7.5 **Partner-abbreviation** shall share the Auditor's Management letter together with the Audit report. The **Partner-abbreviation**'s management response including action list are due to CoS, no later than one month after the respective audited financial reports are due.
- 7.6 If **Partner-abbreviation** conveys funds to a third-party in accordance with paragraph 3.9 the **Partner-abbreviation** shall be responsible for assessing that the third-party's Auditor complies with the requirements in paragraph 7.2, verifying that the audit is made in accordance with the paragraph 7.4, and evaluating the audit report and act on the information.

## 8 Documentation and Information

- 8.1 **Partner-abbreviation** shall make all documents and financial records concerning funds under this Cooperation Agreement, including supporting documents (vouchers etcetera), available for follow-up and control for a period of seven (7) years starting from the submission date of the last report.
- 8.2 **Partner-abbreviation** shall keep documents in stand-alone files for each procurement conducted on competitive basis (see Appendix 2) made by **Partner-abbreviation** wholly or partly with funds made available under this Cooperation Agreement, for a period of seven (7) years starting from the submission date of the last report.
- 8.3 **Partner-abbreviation** shall in the production of printed and published materials, and in connection with activities supported wholly or partly with funds made available under this Cooperation Agreement adequately emphasize that the material/activity is implemented with



funding from CoS and Sida, but that CoS and Sida is/are not responsible for the content unless otherwise agreed.

## 9 Fraud and/or corruption

9.1 Partner-abbreviation shall actively work to resist, prevent and detect all forms of fraud and corruption within the organisation, and activities the organisation takes part in, including but not limited to the Action(s) funded under this Cooperation Agreement.

No offer, gift or payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted, neither directly nor indirectly, as an inducement or reward in relation to the Action(s) funded under this Cooperation Agreement, including e.g. tendering, award or execution of contracts.

9.2 If any such fraud or attempted fraud is discovered, Partner-abbreviation shall immediately take proper action and without delay inform the CoS on the matter and actions taken. Partner-abbreviation shall strive to fully investigate any such matter and based on the findings take proper action including legal action if a criminal offence is suspected.

9.3 Failure, or unnecessary delay, to take proper action and/or inform CoS may be grounds for the immediate cancellation of this Cooperation Agreement including possible repayment of received funds to CoS, and for additional action, civil and/or criminal, as may be appropriate.

## 10 Compliance and financial controls

10.1 CoS has the right to make its own control and audits on Partner-abbreviation to follow up on financial matters and on Partner-abbreviation's general compliance with various applicable rules, regulations, agreements, code of conducts and policies. CoS regards this as important tools to test and improve Partner-abbreviation's internal control systems.

10.2 The controls and audits may be done by CoS' own staff, the Auditor, or consultants hired by the CoS, or by CoS' back donors or consultants hired by the CoS' back donors.

10.3 The controls and audits will be made randomly, but CoS will inform the Partner-abbreviation in advance to plan for such controls/audits.

10.4 CoS reserves the right to make controls and audits without prior notification under circumstances of fraud and/or corruption.

10.5 Partner-abbreviation agrees to fully co-operate in such controls and audits and to make all required documents available, including all financial records, to the one conducting the control or audit.

## 11 Other terms

11.1 Agreements on e.g. capacity development of the partner to reach full compliance of the agreement, specific dialogue issues during the cooperation period, or evaluations can be mentioned here. If there are no other terms, just write N/A.

## **12 Liabilities and Force majeure**

- 12.1 The Parties will not be liable to indemnify third parties for any claims, debts, damages, or demands arising from the implementation of this Cooperation Agreement.
- 12.2 Where the employee of any Party to this Cooperation Agreement is injured, disabled or killed; or has any other claim in the source of her/his employment in the Action(s), the Party employing him/her shall be solely responsible in respect of all claims that may arise there from.
- 12.3 Neither Party shall be considered to be in breach of its obligations under this Cooperation Agreement if the fulfilment of such is prevented by any circumstances of force majeure.
- 12.4 The term force majeure, as used in this Cooperation Agreement, includes industrial disturbances, wars—whether declared or not—blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either Party and which by the exercise of due diligence neither Party is able to overcome.
- 12.5 A Party affected by an event of force majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 12.6 If either Party considers that the circumstances of force majeure may impact the fulfilment of its obligations it shall notify the other Party immediately giving details of the nature, the probable duration and likely effect of the circumstances.
- 12.7 In cases where the situation of force majeure continues for an extended period of time and reaching the objectives of the Action(s) has become significantly impaired, the Parties shall negotiate on the continuation and possible termination of the Action(s).

## **13 Duration, amendment, renewal and termination**

- 13.1 This Cooperation Agreement shall enter into force when duly signed by the Parties and remains valid until the requirements in this Cooperation Agreement and Funding Commitments signed under this Cooperation Agreement have been fulfilled.
- 13.2 This Cooperation Agreement and the respective Funding Commitments may be renewed and amended before its expiration date by a mutual written agreement.
- 13.3 If any term or provision of this Cooperation Agreement is held to be void, illegal or unenforceable, the validity or enforceability of the remainder of this Cooperation Agreement shall not be affected and the void, illegal or unenforceable term shall be replaced by a new one being as close to the replaced term as legally possible.
- 13.4 *Termination*  
This Cooperation Agreement and the respective Funding Commitments may be terminated by a mutual written agreement or as per below.

If the implementation materially deviates from the approved Application, reasonable progress in achieving the stated objectives is not reached or the conditions for this Cooperation Agreement are not fulfilled, the continuation of the funding for the Action(s) will be reassessed by the Parties. If no agreement is reached, CoS has the right to terminate the funding and claim compensation/reimbursement for the full amount of funds dispersed and recovery of damages by informing the Partner-abbreviation in writing within one (1) month written notice.

In case of severe breach of the Cooperation Agreement, it may be terminated by each Party before its expiration date with a two (2) months' written notice. Fraud, serious financial or project mismanagement are considered as severe breaches of the Cooperation Agreement.

If this Cooperation Agreement is terminated, the Partner-abbreviation must take immediate actions to minimize all expenditure on and liabilities of the Action(s). The Partner-abbreviation will negotiate and agree with CoS and with other relevant funding parties about the possibilities to reimburse the costs accrued in accordance with the approved Application. The Partner-abbreviation is liable to reimburse the costs caused by the above mentioned breaches to the extent reasonably possible.

**14 Applicable law and settlement of disputes**

14.1 This Cooperation Agreement is governed by and shall be construed in accordance with the laws of Sweden.

14.2 The Parties endeavour amicably to settle any disagreement or dispute regarding the interpretation or application of this Cooperation Agreement with a view to securing a successful realisation of the objectives of the Action(s). In the event this proves impossible, the Parties shall consult with each other in order to reach an expeditious settlement. The Parties are expected to attempt to resolve any compliance issues among and between each other and as soon as an issue arises.

14.3 If no amicable solution is reached, the dispute will be resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators.

The seat of arbitration shall be the Arbitration Institute of the Stockholm Chamber of Commerce. The language to be used in the arbitral proceedings shall be English. The ruling of the arbitration body shall be binding for both Parties.

**Signatures**

This Cooperation Agreement is drawn up in duplicate in English and has been duly signed by the authorised representatives of the Parties. One copy shall be retained by each of the signatories to this Cooperation Agreement.

Uppsala, Sweden [date] .....  
.....  
(Place and date)

On behalf of Church of Sweden, On behalf of Partner-name,

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Name:  
Title:

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Name:  
Title:

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Name:  
Title:

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Name:  
Title: