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DEED OF AGREEMENT

Ref: No.101

This agreement is made as of 1st January, Two Thousand Nineteen of Christian era

Between:

Manusher Jonno Foundation (MJF), House 22, Road 04, Block F, Banani, Dhaka 1213, Bangladesh (hereinafter referred to as MJF), an organization being registered with NGO Affairs Bureau bearing registration no 2175 dated 17.12.2006 and renewed on 17 December 2016, Government of Bangladesh.

And

Management and Resources Development Initiative (MRDI), 8/19 Sir Syed Road, 3rd Floor (Block-A) Mohammadpur, Dhaka-1207. (Hereinafter referred to as "PO") is being registered with NGO Affairs Bureau, with registration no 1962 dated 21 Sept, 2004 and renewed on 12 November, 2014 Government of Bangladesh.

- This Deed of Agreement (hereinafter referred to as "agreement") is prepared, agreed and signed between both parties with the understanding that the **Management and Resources Development Initiative (MRDI) (PO)** has agreed to work together to implement following project on the terms and conditions as outlined in this agreement.
- All communications and contacts regarding this project will be made through the Executive Director, Manusher Jonno Foundation (and/or nominated person from MJF), House 22, Road 04, Block F, Banani, Dhaka 1213, Bangladesh.

Project Name: Better governance for better services

Project Number: 19224

1.0 GENERAL CONDITIONS:

- Status of the Grant:** The financial assistance for the Project has been awarded by MJF under the following terms & conditions:

Grant Amount:

Total project budget is Tk **2,57,11,248.00** (Two crore fifty seven lac eleven thousand two hundred forty eight only) out of total project budget, MJF contribution not exceeding Tk **2,49,73,248.00** (Two Core forty nine lac seventy three Thousand two hundred and forty eight only) and PO's own contribution is Tk. **7,38,000.00**

(Seven lac thirty eight thousand only). The PO contribution may be in cash or in-kind or both in cash and in-kind. The above approved MJF contribution for the project must be used exclusively for the implementation of the Project as described in the Project Proposal, attached herewith as Annex-1. The budget for the Project included in the Project proposal and the budget guideline constitutes an integral part of this agreement. However, the actual disbursement to the PO shall be limited to above approved MJF contribution limit.

The PO must not spend any amount of this grant for any purpose other than for the Project and/or as specified in the Project Proposal in Annex-1. This fund will be treated as a restricted fund and the PO shall use this fund exclusively for the project. Intra-project transfer from MJF is restricted. In extreme cases, loan may be taken from other sources subject to MJF approval but must be received through account payee cheque or bank transfer, and loan should be interest free and to be refunded also through the same process.

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1.2 On principle it is agreed that the Grants will be provided for a period of three (3) years from 01 January, 2019 to 31 December, 2021 unless terminated earlier. However, for every individual year, prior to commencing the activities both parties will settle the yearly fund allocation, if needed, based on the expenditure trend of the previous year and the activity plan for the coming year.

1.3 The funding amount is subject to revision which will depend on the fulfilment of the provisions of this agreement and revisions to budget, trend of actual expenditure and project need and continuing availability of fund to MJF.

1.4 The Grant fund should not be used to meet the cost of import or customs duties (or any similar fees) imposed by the Government of Bangladesh on goods or services imported.

1.5 The Grant fund should not be used to meet the cost of any non-official and socially unacceptable goods and/or foods like tobacco, alcoholic drinks etc. PO will ensure that all goods and services financed by DFID to be used for the purpose set out within this agreement and we will recover or refund the fund in case of any misuse, breach of or failure to comply the provision of this agreement and shall ensure value of goods and services concerned.

1.6 The PO and sub partners (if any) will at all times comply with relevant legislation, regulation and rule of Bangladesh.

1.7 It is mandatory for PO to comply with the following DFID suggested MJF policies :

a) Anti Sexual harassment policy b) Child Protection policy c) Code of conduct d) Whistleblowing policy e) Anti-Fraud policy f) Anti-Money Laundering Policies g) Safeguard policy

1.8 The PO will comply with their reporting obligations to relevant national regulatory bodies.

1.9 This fund is originated from DFID as foreign currency. If there is significant exchange rate losses during project period, MJF will communicate with PO to address this loss by revising the allocated resource.

1.10 Programme performance will be reviewed and reported against the PO's log frame indicators. Continuation of this agreement after one year will be dependent upon satisfactory progress and value for money achieved each preceding year.

1.11 The PO will not allow any propaganda or event which damages or is capable of damaging the reputations or integrity of MJF or that of project.

1.12 The PO will not participate or intervene in (including publishing or distributing statements concerning) any political campaign for or against any candidate for public office.

2.0 FUND DISBURSEMENT:

MJF will make the funds for the Project available in installments in advance to the PO as indicated below, subject to MJF verification and review of financial statements, progress reports, monitoring reports and other matters related to the PO and the Project. Disbursement of the funds for the Project shall be either by payment in cash or provision of items for the Project.

2.1 Table: Disbursement Schedule and Terms & Conditions:

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৬৭৩৫৩৯১ Installments	Amount in Taka	Terms and Conditions of Disbursement
1 st Installment (January 2019)	Budget of first quarter plus 25% of average quarter's approved budget (as buffer advance).	1. After signing DOA. 2. Opening separate bank account for the project or mother account with submission of bank detail and the list of signatories with specimen signature. 3. Forwarding letter and call forward for the first quarter with recommendation of concerned authority of MJF.
2 nd and subsequent Installments	As per approved call-forward based on approved budget.	1. Progress Report and Financial Statement of Previous Quarter with recommendation of concern authority of MJF. 2. Approved Call Forward and Activity Plan for Next Quarter
Last Installment (October 2021)	90% of last quarter's approved call-forward based on approved budget.	1. Progress Report and Financial Statement of Previous Quarter with recommendation of concern authority of MJF. 2. Approved Call Forward and Activity Plan for Next Quarter 3. 10% amount of last quarter's call forward will be kept as "Reserve" for final settlement.
Final settlement (after completion of project) (January, 2022)	Outstanding balance (if any) as per approved expenditure report.	1. Approved final report and recommendation of concern authority of MJF.

2.2 MJF reserves the right to change the installment period or amount based on the inspection/audit results/visit finding, trend of fund utilization or as per management discretion.

2.3 Buffer advance should be maximum 25% of an average quarterly installment. Excess/under payment will be adjusted with subsequent installment(s).

3.0 MODE OF PAYMENT:

3.1 Generally MJF shall make the disbursement of funds for the Project to the PO on a quarterly basis (3 monthly) subject to a satisfactory review by MJF the financial statements, progress of activities of the PO and the Project. The Chief Executive (CE) or his/her authorised person of the PO shall approve the quarterly (3 Monthly) financial statements and progress reports and forward the same to MJF by the **10th (tenth) day of the following month of the quarter** together with a estimated expenditure (call forward) for the following quarter.

3.2 MJF will disburse quarterly installment after the review of financial statements and progress report of the previous quarter and submitted estimated expenditure (call forward) for the quarter. MJF will prepare an account payee cheque or demand draft/TT/bank transfer against a written request from the PO.

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করা ৪.০ BANK ACCOUNT:

- 4.1 The PO will open a separate interest bearing account (preferably STD/SND account), with a scheduled bank, in the name of PO along with project's full name or acronym, which shall be used for all receipts and expenditure of the Project.
- 4.2 The account should be operated by authorized joint signatories from the PO. A list of the authorized signatories together with their specimen signatures, certified by the Chief Executive of the PO, shall be provided to MJF within three days after opening the bank account and subsequent change/amendment of bank account during the project period. Any subsequent change to the signatories, with a certified list of the new authorized signatories and specimen signatures shall be informed MJF in writing by PO immediately.
- 4.3 Mother account may be used for fund transfer only, not for operations of project activity. It is not usual to keep project fund lying in mother account more than two weeks and split transfer.

5.0 AUTHORISATION OF EXPENDITURE:

- 5.1 The authority or delegated authority of the PO will authorize any requests for expenditure or procurement for the Project. All such requests must be supported with appropriate bills or invoices.
- 5.2 Before making any payment, the PO shall ensure that the bill or invoice is properly approved /authorized. The PO should make payment to the vendor through Account payee cheque if it is equal to or more than Tk. 10,000 (Taka ten thousand) against the above procurements of goods and services, but if it is below Tk. 10,000 (Taka ten thousand only) payment may be made in cash.
- 5.3 All payments should be made to an authorized person against a written receipt.
- 5.4 All salaries should be made by bank transfer to the individual employee. Advance against salary is not allowable from this project.
- 5.5 Advance against office rent from the project is discouraged. However, in an extreme case maximum two months' rent could be given as advance which must be adjusted within the project period.

6.0 ELIGIBLE EXPENDITURE:

- 6.1 This funding amount is to be used solely for costs included as part of the budget agreed with MJF for delivery of outputs and outcomes set out in project proposal and log frame thereafter.
- 6.2 MJF funding will not be used to meet the costs of any other expenditure, in particular (but non-exhaustive) those items in the list below. This list does not override activities which are deemed eligible and explicitly agreed as part of this agreement.
- 6.3 Lobbying activities aim to influence or attempt to influence regulatory body and regulatory action.
- 6.4 Activities which may lead to civil unrest.
- 6.5 Activities which discriminate against any group on the basis of age, gender, disability, race, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief.
- 6.6 Gifts.
- 6.7 Statutory fines, criminal fines or penalties.
- 6.8 Payments for works or activities that are fully funded by other sources.
- 6.9 Bad debts to related parties.
- 6.10 Payments for unfair dismissal or other compensation.

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6.11 To replace or refund any funds lost to fraud, corruption, bribery, theft, money laundering, terrorist financing or other misuse of funds.

6.12 This fund will not be used to procure any promotional communication goods or activities that do not have a direct impact on the successful delivery of this project.

7.0 DUE DILIGENCE:

7.1 In utilizing project resources, the PO will exercise same care in discharge of its functions under this agreement as they exercise with respect to administration and management of its own resources and affairs.

7.2 The PO will take appropriate action on any recommendations that will be given for this project.

7.3 They will implement Due Diligence Action Plan and Enhance Due Diligence Action Plan that will be given by MJF.

7.4 Within project period Due Diligence Assessment and /or Enhance Due Diligence Assessment may be conducted by MJF every 3 (three) years or earlier with a wide range of tools if there occur a significant change to the PO's procedures and controls or operating environment.

7.5 The PO will maintain reliability, integrity and efficiency in organizational control system and process including compliance with relevant legislation, regulation, rules, policies and procedures. PO should have sufficient capacity and capability to properly monitor and control their sub-partners (if any).

8.0 PROCUREMENT:

8.1 The PO will ensure that any procurement using this project fund adhere to best practices and applicable regulations.

8.2 Procurement should be transparent, fair and open and should be designed to achieve value for money.

8.3 Procurement of any capital items (computer, vehicles, furniture, motorcycle, other office equipment etc.) shall be made after getting a written approval from MJF for above taka 10,000. PO will send completed bid summary together with approval request.

8.4 The PO should form a Procurement Committee (PROC) consisting of at least three (3) members (for any purchase above TK. 10,000). The Chief Executive and Project Accountant should not be included in this procurement committee. The PO can select member for the PROC from their other programme if required. The PROC will send their recommendation to Chief Executive (CE) and CE or his/her designated person will finally approve the procurement and he or she will remain accountable for all procurement.

8.5 The PO will follow their own approved standard procurement policy and or procedures/manual/guideline for procurement of goods and services of this project. However, the following limits and terms & conditions shall be followed by the PO, that means, PO will follow the more stricter policy and the threshold whichever is lower:

Amount	Source	Quotation	Method of Procurement
Up to TK. 10,000	Open Market/ Enlisted Vendors	None	Direct purchase by Procurement Officer/In-charge/Designate
TK. 10,001 - 50,000	Open Market/ Enlisted Vendors	02 (Two)	Open market purchase by PROC. For enlisted vendor, purchase order should be issued.

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Amount	Source	Quotation	Method of Procurement
TK.50,001-2,00,000	Open Market/ Enlisted Vendors	Three	Open market purchase by PROC. For enlisted vendor, purchase order should be issued.
Above TK. 2,00,000	Open Market/ Enlisted Vendors/Press Tender	Three	Through limited tender (sealed bid)/ press tender. For all cases Purchase Order will be issued.

8.6 The PO shall inform MJF in writing before hiring any consultant mentioning clearly about the assignment. Proper justification of proposing the name of consultant should also be submitted prior to finalization. MJF will have 2 weeks to oppose to the choice of consultant.

8.7 To implement the project, staffs will be entitled per-diem, lodging and transportation as per their policy. However, we encourage you to maintain the maximum limit of per-diem which shall not exceed Tk. 800 or you may pay your own rate as per your approved policy without exceeding PO's approved budget limit /ceiling against per-diem. Transportation and lodging will be entitled economically on actual basis following the ceiling mentioned in standardisation of cost part of budget guideline and subject to submission of bill or invoice.

9.0 GOODS AND EQUIPMENT:

9.1 Any non-consumable items and assets purchased under the project if they have a **useful life of more than one year**, and either (1) the purchase price or development cost of the asset is BDT 2,000 (Taka Two Thousand only) or more, or (2) is a group of lower value item where the combined value is BDT 2,000 or more, or can be considered as an attractive item regardless of cost (e.g. mobile phone, pen drive etc.) is the property of MJF and **must not be changed, sold or disposed of without MJF's prior written approval**. Any vehicle, motorcycle, engine boat, purchased under the Project shall be registered in the name of the PO. PO should strictly maintain a Motorcycle/Vehicle operation and maintenance procedure.

9.2 MJF retains ultimate ownership of all assets. MJF deserves the right to take over the ownership and possession of the assets as and when required. If the asset/s is registered in the name of PO, PO shall transfer the ownership to MJF at the time of project completion or project termination.

9.3 PO shall maintain and update an asset register for all equipment/vehicle and non-consumable items from a value of Tk.2, 000.00 (Taka Two thousand only) and a stock register for consumable items purchased under this Project. In case of non-consumable items, item number should be affixed and a list should be prepared and kept updated. This record will include a clear indication of any asset brought forward from the previous MJF projects including those intended to be retained by PO.

9.4 PO will ensure that a physical check of all assets takes place at least an annual basis and submit to MJF.

9.5 The PO will be accountable for the appropriate use and control of inventory items, in line with this agreement.

9.6 MJF expects PO to cover the cost of repairing or replacing lost, stolen, damaged or destroyed assets and should make a risk based decision on how best to do this. If PO decides to take out commercial insurance to cover lost, stolen, damaged or destroyed assets, MJF funds cannot be used to pay the premiums.

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- 9.7 PO will ensure that all goods and services financed either fully or in part from MJF funds will continue to be used for the purpose set out within this agreement. If such goods and services are used for other purpose, MJF may seek to recover from PO the value of goods and services concerned.
- 9.8 MJF shall be entitled to inspect the items; the inventory list and stock register at any time. The PO shall safeguard, protect and ensure the proper use of the items, and the PO shall be responsible to indemnify and compensate with same quality and quantity for any loss, misuse, damage or proceedings of or relating to the items.
- 9.9 The PO shall keep all vehicles, motorcycles and other equipment in good running condition by carrying out regular maintenance work. Proper care should be taken in using the equipment. Relevant annual fees should be paid to BRTA authorities to keep required legal documents updated.
- 9.10 A 'Vehicle/Motorcycle Movement Register' should be maintained by the PO to show the actual use of vehicles/motorcycles.
- 9.11 The PO if had previous partnership with MJF for DFID funded project will utilize their previous useable FF&E in this project and they budget for and procure only remaining necessary items.

10.0 ENHANCE VALUE FOR MONEY:

- 10.1 The PO should be aware of MJF requirements for obtaining value for money and ensure this through their effective financial and programme management.
- 10.2 PO will continually give effort to maximise the impact of each taka spent to improve targeted poor people's lives.
- 10.3 PO will always try to achieve desired objectives at the lowest price with the expectation of having the greatest impact.

11.0 HUMAN RESOURCES:

- 11.1 PO will recruit project staff through vacancy announcement following a competitive and transparent recruitment process for effective implementation of project.
- 11.2 PO should follow and maintain the recruitment procedures mentioned in their standard personnel policy and preserve recruitment related documents.
- 11.3 The Chief Executive signing this agreement on behalf of the PO shall notify MJF in writing of the PO employee, who will act as their contact person and representative for the purpose of implementing this agreement. They shall also provide written notification to MJF of any change in this respect.
- 11.4 The PO will notify MJF before transfer/change/resign of finance and programme focal person of the project.
- 11.5 The PO will employ a competent finance person with background in the relevant field.

12.0 HEALTH, SAFETY AND SECURITY:

- 12.1 The PO will be responsible for all security arrangements including the health, safety and security of any person employed or otherwise engaged as part of this agreement.
- 12.2 MJF fund cannot be used to cover any insurance premium intended to cover medical expenses, injury or disablement and death.

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13.0 RISK MANAGEMENT:

- 13.1 The PO will develop and maintain an up to date risk register (**Annex-VI**) that as a minimum, enables individual risks to be clearly identified, assessment of their likelihood and impact and how they will be dealt and escalated.
- 13.2 The PO will manage all risks in relation to this project. Where PO transfers risk to any sub-partners, PO will remain accountable to MJF for the effective management of the risk.

14.0 CONFLICT OF INTEREST:

- 14.1 Neither PO nor any individual employed or contracted by PO shall engage in any personal, business or professional activity which conflicts or could conflict with any of the obligations in relation to this agreement.
- 14.2 The PO will maintain Conflict of Interest Register to record any such conflict of interest arising during the course of this project.
- 14.3 The PO will not permit to solicit, obtain, accept or retain any personal benefit from any supplier, vendor or any individual or organization doing or seeking business with PO.
- 14.4 Personal interest and relationship interest is to be declared in the Conflict of Interest Register.
- 14.5 This Conflict of Interest Register should be maintained both by ED, staff and Executive Committee members. A format of Conflict of Interest Register is attached as **Annex- IV**.

15.0 DELIVERY CHAIN:

- 15.1 The PO will maintain delivery risk map demonstrating how funds flow from PO to beneficiaries and depict the risk and potential risks along the chain.
- 15.2 The delivery chain risk map should be updated regularly by PO and when there are material changes to the project risk assessment and/ or to delivery.

16.0 BUDGETARY CONTROL:

- 16.1 The PO acknowledges the budget in the Project Proposal (**Annex-1**) approved by MJF.
- 16.2 A maximum of 10% budget realignment may be allowed within each line item allocation without changing the total budget of that head. In extreme cases, written approval must be obtained for expenditure exceeding 10% budget realignment in each budget head.
- 16.3 The contingency provision has been kept in budget to address only the unusual situation, such as natural disaster and accident that damage ongoing activities of the Project and affecting the direct project beneficiaries. After getting written approval from MJF, the contingency fund shall be used.
- 16.4 The PO shall have an own contribution budget which may be in cash, in-kind or both cash and in-kind. It may be minimum 3% of the MJF contribution.
- 16.5 PO will spend the fund in full compliance with detail breakdown of costs and only for purposes related to the Project within the budget limit.
- 16.6 In case of common programme cost with other project/donor/organization, the total budget including activity must be disclosed to MJF before the event/programme.
- 16.7 PO should have a basis of allocation and justification for shared cost.

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17.0 RESPONSIBILITY:

- 17.1 The PO is solely responsible for compliance with the provisions of this agreement also if PO is engaged in sub-partnership.
- 17.2 The PO will reflect the provisions of this agreement as necessary in any agreement with any sub-partners to ensure that sub-partners are complied with the provisions of this agreement.
- 17.3 MJF will not be responsible for any activities of PO connection to this agreement nor will MJF be responsible for any costs incurred by PO in terminating their engagement.
- 17.4 PO will be responsible for appropriate use of MJF fund, management of risk and delivery of project outputs and outcomes.

18.0 ACCOUNTING:

- 18.1 Books of accounts, vouchers and all other documents concerning the expenditure or procurement for the Project shall be kept at the Head Office of PO or such other place as MJF shall require for a period of 5 (five) years or as required by MJF after the closure of the Project. Books of accounts, such as journals, ledgers, and cash/bank book, shall be maintained properly and should be available for inspection by MJF personnel or auditor of MJF for on-the spot checks, necessary information and/or inspections **at any time during the life of the Project and within 5 (five) years after the completion of the Project.**
- 18.2 The PO should ensure that internal financial control procedures for the management of the funds for the Project are in place and all financial transactions are documented with sufficient details.
- 18.3 If any interest accrued on the funds for the Projects, it should be properly reflected in books of accounts and financial statements of the PO. Any net-interest will be adjusted with the project fund.

19.0 GENDER MAINSTREAMING AND GENDER SENSITIVITY:

- 19.1 The PO shall develop and or review the Gender policy within 03 (three) months after the Agreement has been signed. Necessary guidance and assistance shall be provided by MJF, if required.
- 19.2 The PO needs to make an effort to create and develop a Gender-inclusive and gender sensitive environment in the Organisation as per gender policy and if needed should review the policy by March 2019.
- 19.3 PO shall take affirmative initiative for gender balance in the recruitment policy and in practice. At least 30% to 35% staff at all level should be female. Demonstrable effort should be shown for recruitment of female staff.
- 19.4 PO will ensure 30% female beneficiaries of EPR project/Program against all activities and or where applicable.
- 19.5 Gender indicators shall be developed for necessary monitoring purposes towards progress of gender equity, both at organisation and programme level of the PO. If necessary, MJF shall provide support.
- 19.6 Creation of positive influence in addressing practical needs & strategic interests on both Female and Male in all programme initiative shall be ensured by the PO.
- 19.7 As part of regular reporting requirements, PO will provide a proportionate and meaningful assessment of how project is contributing to reducing gender inequality including a specific assessment on progress against any gender related commitments made as part of the agreement.
- 19.8 As part of regular reporting, PO will provide progress on gender equality and gender budget implementation report.

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20.0 Enhanced Due Diligence:

- 20.1 PO shall develop or review (if they already have any) a separate Safeguard Policy, Whistleblowing Policy for the protection of children and vulnerable adults from sexual harassment and abuse by June 2019 and approved by the Board.
- 20.2 Partner organisations must follow "no harm to anyone policy" and introduce formal feedback mechanism within organization, project and beneficiaries.
- 20.3 PO will take initiatives and ensure beneficiaries representation into the decision making process within any of the governance structure of PNGOs by September, 2019.
- 20.4 PO must deal the any type of allegations related to sexual harassment by any staff member of project/organization and project beneficiaries in any situation even without formal complaint.
- 20.5 Each PO shall form a gender committee, gender focal point (if not exists) as per gender policy and anti-Sexual harassment committee by following high court verdict to take all complaints or concerns of alleged or possible harassment or discrimination seriously no matter how minor or who is involved.
- 20.6 There should be a clear formal complaint mechanism and resolve process and procedures in the Safeguard Policy.
- 20.7 PO shall ensure organizational code of conduct, maintain risk management register and human resource management procedures which must clear in terms of safeguard and protection of children and vulnerable adults by September 2019. Necessary guidance and assistance and training shall be provided by MJF.

21.0 DISABILITY:

- 21.1 Needs and rights of person with disability is the cross-cutting issue of this project according to present UN Convention "UN Convention on Rights of Person with Disability (UNCRPD)". PO will provide support through the project to advocate rights of disabled people. PO will determine an approximate number of disable people to whom they provide benefit. The benefit includes ensuring their access to various services which includes skill development and economic opportunities, access to social safety net and basic services.

22.0 COMPLY WITH RTI ACT 2009:

The PO must assign one staff as Designated Officer under RTI Act 2009 and notify MJF within 12 weeks after signing of this agreement.

23.0 TECHNICAL ASSISTANCE:

- 23.1 MJF will have a group of staff at Dhaka Office to provide assistance to the PO in the field of programme, finance, human resource development, monitoring and evaluation, communication and other relevant technical issues.
- 23.2 MJF may request the PO to evaluate the effectiveness of the support provided by MJF staff and seek suggestions for further improvements. MJF shall in its discretion determine any further action to be taken.
- 23.3 The PO will implement the Project in accordance with this agreement and other documents mentioned in this agreement, and as otherwise advised by MJF.

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24.0 REPORTING, MONITORING AND EVALUATION:

- 24.1 MJF and the PO will jointly monitor and evaluate the Project on regular basis, and recommendations based on the findings shall be documented and implemented.
- 24.2 The PO will prepare quarterly financial statements together with call forward and programme progress reports for the Project in prescribed formats, and shall submit the same to MJF by the tenth (10th) day of the following month at the end of each quarter. A separate report for PO's own contribution to be submitted to MJF with the quarterly report.
- 24.3 PO will prepare an annual report of the project at the end of each year and shall submit the same by 25th day of the following month.
- 24.4 During implementation of the Project, MJF will monitor and evaluate financial and operational management. Any problem identified through monitoring should be addressed by the PO properly for better management and implementation of the Project.
- 24.5 MJF and its authorised representatives will have the right at any time to inspect the Project and, in consultation with the PO examine the books, vouchers and the documentary evidence of the PO for the Project. The PO will provide all co-operation and information necessary for evaluation and examination by MJF and its authorised representatives to ascertain the appropriate and correct use of the Project funds.
- 24.6 MJF will conduct the baseline study at first quarter for the MJF funded project and M&E section of MJF will facilitate whole process.
- 24.7 MJF will carry out Final evaluation through enlisted external evaluators of MJF M&E section.
- 24.8 During implementation of the project, MJF or its assigned person has the authority to visit any project location for monitoring and evaluation purpose.
- 24.9 Both a programme contact person and one finance contact person will be assigned from MJF for regular contact. Programme contact person will be the approval authority in necessary cases. Finance contact person is the recommending authority where there has financial implication. In this case, programme contact person will give approval subject to having recommendation from finance contact person. PO will give a copy to finance contact person of correspondence with programme contact person.

25.0 ANNUAL AUDITED ACCOUNTS:

- 25.1 MJF shall appoint a duly qualified independent auditor (Chartered Accountants) from the approved list of auditors of the NGO Affairs Bureau of the Government of Bangladesh to audit the annual accounts of the PO for each of the fiscal year or project period under TOR established by MJF even where the end of the financial year is beyond the life of this agreement.. In addition, donors of MJF may also appoint auditor to audit of the project.
- 25.2 The PO shall permit and co-operate with the auditors appointed by MJF or donor (s) of MJF to access the books of accounts and financial statements of the PO at any time within office hours to determine compliance with and progress under this agreement.
- 25.3 The PO shall allow MJF to carry out a comprehensive audit of the organization based on ToR established by MJF and agreed by PO if felt necessary by MJF.

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25.4 PO will retain all records associated with this agreement for a period of not less than 5 years after end of this agreement.

26.0 FRAUD, CORRUPTION, BRIBERY, THEFT AND OTHER MISUSE OF FUNDS:

26.1 The PO will immediately and without undue delay inform MJF and take disciplinary measure against suspicion of or actual fraud, corruption, bribery, theft or misuse of fund.

26.2 PO should have a zero tolerance approach towards fraud, corruption, bribery and theft.

26.3 Notwithstanding any provisions in this agreement or other contractual requirements, for this, MJF may suspend funding or terminate this agreement with immediate effect.

26.4 In reference to standard notice period, in the event of actual or suspicion of fraud, corruption, bribery or other misuse of fund, MJF may recover from PO all or part of the funds paid under this agreement.

26.5 PO will maintain a fraud register (Annex- V).

26.6 Our Policy toward Irregularities (Annex- II of DoA) is also describe the detail of Fraud or Irregularities both in Financial and Programmatic issues. During the Financial Monitoring of MJF, the MJF representatives, External auditors or Donor Auditors may revisit the Fraud Register. So, you are requested to maintain the Register very carefully and with due importance.

26.7 If any irregularities, misappropriation, or misuse of fund is detected by MJF or by an audit during or after the period of the Project and the PO fails to justify the cost with sufficient reasonable grounds and relevant documents, as solely determined by MJF, the PO must refund that amount to MJF immediately.

26.8 Any sort of deduction or collection of money from the staff or 3rd party without valid documentation or beyond uniform policy acceptable to MJF shall be treated as unauthorized deduction for which punitive action may be taken by MJF.

27.0 MONEY LAUNDERING AND TERRORIST FINANCIANG:

27.1 To prevent money laundering and terrorist financing, it is implied that PO will comply with international standard, country law & rules and time to time circular as given by Bangladesh Financial Intelligence Unit (BFIU).

28.0 ACCOUNTABILITY:

28.1 The Executive Director /Head or duly Authorised Person of the PO will certify each financial statement as follows: "Strengthening Excluded People's Access to Services –SEPAS Project". I also certified that the estimated expenditure/call forward will be spent/used for the mentioned project as per approved budget and in accordance with the terms and conditions of the agreement dated on 1st January 2019*

28.2 The PO is accountable to utilize the funds for the Project according to the approved budget in the Project Proposal (Annex-1).

28.3 The PO shall follow the mandatory standard provisions for audit, general conditions of MJF fund usage and GOB audit requirements.

28.4 PO is responsible for resolving all disputes, local or outside, related to the project implementations. PO should maintain constant liaison with local government and other relevant government and non-government agencies, including MJF.

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28.5 PO must maintain its updated registration with the NGO Affairs Bureau and/or Social Welfare Department of the Government of Bangladesh before and at all times during the utilization of funds for the project. PO must notify MJF immediately about any change in its legal status.

28.6 The NGO Bureau and/or Department of Social Services have the right to inspect the project at any time and have access to check, review, confiscate the books of accounts, vouchers or any other documents if found any irregularities or anti social activities.

28.7 The PO shall keep MJF informed of any change whatsoever, occurring in the Project activities, such as turmoil in the working area, staff turnover, transfer of staff etc., which may affect activities and also cause significant over or under utilization of funds for the Project.

28.8 The PO shall be responsible to compensate in full the snatching, hijacking, missing, stealing of project cash or assets.

28.9 Government compliance like deduction & deposit of VAT, Tax and affix of Revenue Stamp etc. will be followed as applicable for the PO.

29.0 CAPITAL SUPPORT AS REVOLVING LOAN FUND, SEED MONEY, IGA FUND ETC.:

This clause will be applicable for POs who have capital support as Revolving Loan Fund, Seed Money, IGA Fund in the project budget, otherwise, please ignore this if this is not applicable.

29.1 If capital support is provided as revolving form and take return by PO from beneficiary, it must be refunded to MJF within project period.

29.2 This fund is for the POs of MJF working with vulnerable and extreme poor people to promote rights & governance as a supplement to achieve the project goal as mentioned in the PP. It must be confirmed that without mentioned form of capital support, it will be difficult to achieve the outlined goal of the project. Beneficiaries who have access to micro credit from any other organization (s) are not eligible for this support. If the organization itself has such type of support, they shall not get these support from MJF. But if the project beneficiaries are not within the existing coverage of organization's micro credit then they are eligible. MJF capital support is different from Micro-Credit in the sense that it cannot be used to earn interest.

29.3 For the sake of transparency, a separate bank account is to be opened for maintaining the RLF-MJF. The signatory procedure shall be same like the project bank account. After receiving the fund from MJF, the total fund allocated for RLF shall be transferred to RLF Bank account. MJF supported RLF should not be mixed with other RLF or micro-credit.

29.4 A transparent loan disbursement and repayment criteria and loan approval procedure must be developed and approved by Executive Committee and preserved for the proper implementation. A copy of the said document must be submitted to MJF before start disbursement of RLF.

29.5 Loan from this fund to the beneficiaries is completely interest free. Even no service charge shall be allowed. If it is found that the interest or service charge has been charged to the borrower, the entire fund shall be withdrawn.

29.6 There must be agreement with the beneficiaries showing the total amount of loan, number and amount of each installment and name and particulars of the borrowers. The repayment installment may be monthly/quarterly/half yearly/one time installment as per projects need. Until the loan is fully realized, 2nd loan

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for the same activity/purpose cannot be given. Proper money receipt should be issued for each and every installment of every repayment.

29.7 A separate RLF management committee will be formed to approve and monitor the Fund. The Executive director or his/her authorized person must be in the committee. All responsibility will be taken by the Executive Director for any improper utilization or misappropriation of the fund.

29.8 A separate set of Books of Accounts (Loan application, approval, Bill Voucher, File, Cash book, Ledger, Loan disbursement & Recovery Register, Loan Disbursement & Collection Sheets) must be maintained. Head office must kept necessary documents and updated information for the period as per the Deed of Agreement with the NGO.

29.9 PO should keep consolidated monthly report (at least Receipts & Payments Account, Updated outstanding status, Bank statement, Cash certificate, plan for disbursement of the next quarter etc.) at its head office (and branch/sub partner wise monthly report to respective office). A consolidated quarterly report on RLF must be submitted along with quarterly financial/progress report to MJF (as specified before).

29.10 PO has to refund the full amount of the Revolving Loan Fund received from MJF within three months from the notice date if any misappropriation or improper utilization of this fund is observed or on expiry of the partnership agreement or on completion of project. Even if the fund lies in the field, the PO has to refund to MJF from its own sources and realize the amount from the field as per repayment schedule unless otherwise decided by MJF. In no way the beneficiaries should suffer for the miss-handling of the PO.

29.11 If seed money and IGA fund is given to beneficiary level individual, group or organization as non-refundable form, then PO should ensure that the recipient use the fund for intended purpose and has capacity to manage the fund.

30.0 SUB-PARTNERSHIP/ NETWORK MEMBERS:

This clause of sub-partnership/network members shall be applicable for the MJF partners who are working with sub-partners and/or have network member/s.

30.1 The PO shall disclose the names and particulars of the organization in writing to MJF with whom they are going to build partnership or alliance and also have a written Deed of Agreement/Memorandum of Understanding signed with the alliance/partner members defining roles and responsibilities of each of the alliance/ Partners members within 90 days of signing Agreement with MJF.

30.2 The PO will play the roles of lead organisation of the alliance/sub-partners and will be solely responsible to MJF for the project as per this Agreement.

30.3 PO shall be responsible to monitor their sub-partners activities and ensure financial compliances. In case of any irregularities and or misappropriation, PO shall inform to MJF and take all responsibilities to resolve the issue.

30.4 The PO will responsible to refund the remaining fund balance after completion/discontinuation/termination of the project with sub-partners within the following month or as decided by MJF.

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31.0 AMENDMENT:

- 31.1 Neither MJF nor the PO will undertake to alter or amend the terms and conditions of this agreement nor will either party take or implement decisions on Project matters not specifically covered herein without an appropriate amendment in writing to this agreement by both the parties.
- 31.2 In particular, if any party at any time decides to introduce an amendment, alteration, addition or deletion of any provision(s) contained herein or any attachment to this agreement, efforts for bilateral discussion and/or negotiation will be taken to resolve any conflict and/or dispute arising out of such proposal for amending, altering, adding or deleting. However, MJF shall have the right to take a decision for resolving such conflict and/or dispute if all possible efforts are exhausted.

32.0 TERMINATION:

- 32.1 This agreement shall be effective between dates mentioned unless otherwise earlier terminated.
- 32.2 MJF reserves the right to terminate this agreement as per the circumstances and actions described in the attached 'MJF Policy towards Irregularities' (Annex-II), which is an integral part of this agreement.
- 32.3 MJF reserves the right to terminate this agreement with immediate effect if the Partner Organization engages activities of political parties. In case any personnel are a member of any party or politics that person has to withdraw from the project.
- 32.4 Either party may terminate this agreement with immediate effect on the occurrence of any of the following events:
- ✓ Cessation of MJF activities in Bangladesh,
 - ✓ Dissolution of MJF or the ,
 - ✓ Cessation of the grant of funds to MJF by the Donor/s.
- 32.5 MJF may terminate this agreement with immediate effect on occurrence of any irregularities and non-compliance of any terms and condition as agreed upon in this agreement and as per annex II which is an integral part of this agreement. If the same irregularities found repeating or occurred 2nd time, no appeal or explanation shall be considered.
- 32.6 In such an event, the parties shall undertake all possible steps to reduce the costs of the interruption of the agreement to a minimum, and to relinquish any claim to compensation other than in respect of expenses actually incurred.
- 32.7 PO has equal right of termination of this Agreement or withdrawal of partnership if situation demands.
If damages occur or interest incur due to negligence, MJF claim such damages, or interest from the PO.
- 32.8 On service of a notice of termination, MJF may suspend the balance disbursement of the funds for the Project with immediate effect, and request to refund any unused Project funds with immediate effect. On such service of notice of termination, the PO shall immediately return or surrender to MJF items purchased or procured for the Project.
- 32.9 Any balance of the funds for the Project which is unused at the end of the Project termination shall be refunded by the PO to MJF within 15 days of termination/discontinuation /completion of the Project or the agreement, as applicable.

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33.0 NATURAL DISASTER, WAR, CIVIL UNREST:

In the event of a major natural disaster, war or major civil unrest this agreement may be renegotiated and jointly revised between the two parties recognizing any consequent change in the environment for implementation or donor funding.

34.0 OWNERSHIP OF PUBLICATIONS / REPORTS:

MJF and the PO shall be the joint owners of any publications /reports produced by the PO as part of the project unless otherwise decided jointly.

35.0 VISIBILITY STATEMENT:

This funding of MJF is originated from UK government. Thus PO will acknowledge both MJF and UK government, in written materials and verbal statements and through use of MJF logo and UK aid logo in all its IEC products and AV material.

36.0 ARBITRATION:

36.1 Any dispute in connection with arising out of this agreement between the parties of whatsoever nature including but not limited to interpretation of this Agreement shall be settled through arbitration as per Arbitration Act 2001.

36.2 The Parties in this Agreement have agreed that in case of any dispute as stated, such dispute shall be placed by the party aggrieved before any one arbitrator to be selected jointly by the parties concerned or failed to a retired judge of the Bangladesh mutually agreed by both the parties, will act as the sole Arbitrator whose decision will be binding on the parties.

37.0 GENERAL PROVISION:

37.1 No act done by the parties shall be treated as a waiver of any right.

37.2 All the terms of this Agreement are binding upon the parties and once executed this Agreement no provision of this Agreement can be questioned.

37.3 Neither party shall offer nor seek or accept directly or indirectly for itself or its staff or another party any gift or benefit except diary and calendar from, which would or could be construed as illegal or corrupt. The PO or its staff or any Governing Board or Executive Committee members of the PO cannot be involved directly or indirectly to any procurement or service of the organization in case of conflicts of interest.

37.4 After the termination of the MJF Programme, all rights described in this deed will automatically be transferred to an organization designated by MJF.

37.5 This agreement can be terminated at any time by three months' written notice by either party. All unspent funds other than those irrecoverably committed in good faith before the date of termination will be returned to MJF within 15 days of the date of receipt of the written notice of termination.

38.0 FORMAL CLOSURE:

38.1 The last financial reports and the project completion report must be submitted to MJF within one month after the end of period of this deed of agreement. No claims will be accepted afterwards.

38.2 The remaining fund balance after completion/discontinuation/termination of the project must be refunded to MJF within 15 days.

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39.0- Disclaimer:

This agreement document and annexed documents are intended for use only by due authority of MJF and PO and should not be circulated or made available to other parties without expressed permission from MJF.

CERTIFICATION:

I certify that requested fund is proper on the basis of the information provided, project outputs and outcomes and work plans. I confirm that receipt of this fund will not result in double funding of the work carried out or future activities. I have the authority to sign this on behalf of **MRDI**.

I also certify that the PO has not provided and will not provide material support or resources to or any individual or to organization that it know, or have reason to know, is an individual or organization that advocates, plans, sponsors, engages, in, or has engaged in an act of violence or illegal activities

IN WITNESS whereof the parties hence signed this agreement on the date respectively mentioned against their signature.

For: Manusher Jonno Foundation

For: Management and Resources
Development Initiative (MRDI)

Shaheen Anam

Shaheen Anam
Executive Director

Hasibur Rahman

Hasibur Rahman
Executive Director

1. Witness and Contact person of MJF

Signature: *Mariam Ul Muthahara*

Name: MARIUM UL MUTAHARA

Date: _____

1. Witness of PO

Signature: *Rahmatul Alam*

Name: MD RAHMATUL ALAM

Date: 1

(Following document will be included with the agreement)

Annex-I Project proposal, including project budget

Annex-II MJF Policies towards Irregularities

Annex-III Budget guideline for MJF partners

Annex-IV Conflict of interest register

Annex-V Fraud Register

Annex-VI Risk Register ;

Annex-VII Anti-Sexual Harassment /Gender policy (PDF copy)

Annex-VIII Child Protection policy (PDF copy) ;

Annex-IX Code of conduct (PDF copy)

Annex-X Whistleblowing policy (PDF copy);

Annex-XI Anti-Fraud policy (PDF copy)

Annex-XII Anti-Money Laundering Policies (PDF copy); Annex-XIII Safeguard policy (PDF copy)

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