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## DEED OF AGREEMENT

This agreement is made as of 1st day of August Two Thousand Thirteen vide Ref: No. 94

## Between:

Manusher Jonno Foundation (M.JF), House-47, Road- 35/A, Gulshan-2, Dhaka 1212, Bangladesh (hereinatter reterred to as M.JF), an orgarization being registered with NGO Affairs Bureau bearing registration no 2175 renewed dated 28 December 2011, Government of Baxyadesh

## And

Wanagoment and Resources Development Inttlative (MRDI), 3/19, Sir Syed Road (3 ${ }^{\text {rt }}$ floor), Block-A, Mohammadpur, Dhaka-1207 is being registered with NGO Affars Bureau with registration no. 1962 dated 27109/2009, Government of Bangladesh
a) This Deed of Agreement (hereinater referred to as "agreement") is prepared, agreed and signed between both parties with the undersianding that MRDI ( PO ) has agreed to wotk together to implerment the project "Promoting Citizen's Access to Information" on the terms and conditions as out lined in this agreement.
bl. All communicalions and contacts regarding this project will be mado through the Executve Drector. Manusher Jonno Foundaton (and or nominated person from MJF), House -47, Road 35/A. Gu'shan -2, Dhaka 1212, Bangledesh.

### 1.0 GENERAL CONDITIONS

1.1. Slatus of the Grant:

The financial assistance tor the Froject has been awarded by MJF under the following terme \& conditions:
Grant Amount:
The approved MJF contribution for the project is Tk. 1,81,91,330.00 (One crore eighty one lac ninety one thousand three hundred thirty ) only to be used exclusively for the implementation of the Froject as described in the froject Proposal, attached horewth as Annex-1. The budget tor the Project included in the Proiect proposal constitutes an integral part of this agreement. However, the actual disbursement to the PO shall be limitod to Tk. 1,80,86,330.00 (One crore eighty lac eighty six thousand three hundred thirty; only and the remaining omount ol Tk. 1,05,000.0C(One lac five thousand )only will be spent by MJF for projoct Audit purposes. The PO mest not spend any amount of this grant for any purpose other than for the Project andior 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 projoct transfer from MJF is restricted. In extreme cases, loan may be taken from other sourcos subjoct to MJF approval but must be through account payee chequo or bank transfer, loan should be interest free and to be rofunded also through the same process.
1.3 On principle it is agread that the Grants will be for a period of 3 (three) years starting from $1^{\text {n" }}$ August, 2013 and will and on $31^{\prime \prime}$ July, 2016. However, proor to commencrig the activitios both partes will settle tho fund allocation for every individual year if needed based on the exponditute trend of the previous year and the activity plan for the coming year.


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1.4 The Grant fund will not be used to meet the cost of import or customs dities (ar any smilar lees) imposed by the Government of Bangladesh on goods or services provided
1.6 The Grart fund will not be used to meet the oDst of any non-cflicial and socially unaccepted goods and/or foods like tobacco, alcohobic drinks, beetie-leaf etc

### 2.0 Fund Disbursoment:

WFF wil make the funds for the Project avalable in instalments in advance to the PO as indicated below, subject to verification by M.JF on a review of financial statements, progress reports, monitoring reports and other matters nelated to the PO and the Preject Disbursament of the funds for the Project shat be either by payment in cash or provision of thems for the Project.
2.1

Tabie Terms \& Gondeions of Disbursement of Funds

| Instalimonts | Amount in Taka | Terms and Conditions of Disbursernent. |
| :---: | :---: | :---: |
| $1{ }^{1 \prime}$ instailment | Tk. 831 30c00 $(881,306.00)$ Eudget of first quarter plus 25\% of average quatter's approved budget (buffar advance). | 1 Afler signing DOA. <br> 2 Dpering/avalable of sepatate bank account for the project or mother account with submission of bank detal and the list of signatories with specimen signature. <br> 3. Forwarding leiter and call forwerd for the first quarier with recommendation of concern authority of M.JF. |
| $2^{*}$ and subsequent instalments | As per approved call-forward basec on approved oudget | 1. Progress Report and Financiel statement of Previous Quarter with recommendation of concern authority of M.F. <br> 2. Approved Cal Forward and Activity Plon for Next Quarter |
| Last Instailment | Tk.399.684.00 <br> ( $90 \%$ of last quarter's approved call-forward based on approved budget. | 1. Progress Report and Fnancal Statement of Previous Quarter with recommendation of concern authorty of MJF. <br> 2. Approved Call Forwatd and Actrvity Plan for Next Quarter <br> 3. $10 \%$ amount of last quarbers call forward will be kept as "Reserve" for final settloment. |
| Final settlement (after complation of project) | Outstandrg balance (if any) as per approved expenditure report. | 1. Approved final report and recommendation of concern a.shonty of M.F. |



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22 MJF reserves the right to change the installment period or amount based on the inspectorvaudit results/visit finding, trend of fund utizization or as per management discretion.

23 The last financial reports and the project completion report must be submited to MUF within one month after the ond of this deed of agreement. No claims will be accepted afterwards.
2.4 Euffer advance should be maximum $25 \%$ of an average quarderly installment. Excess/under payment will be adjusted with subsequent instalment (s):

25 The remaining fund balance after completion/discontinuation/jermination of the projact must be refunded to MJF within the following month.

### 3.0 MODE OF PAYMENT:

3.1. Generally M.JF shall make the disbursement of funds for the Project to the PO on a quarterly basis (3 monthly) subject to a salisfactory review by MJF of the financiai statements, progress of activities of the PO and the Project.
3.2 The Chief Executive (CE) or hisher authorised person of the PO shall approve the quarterly (3 Monthly) financal statements and progress reports of the PO and forward the same to M.JF by the $10^{\text {nh }}$ (tenth) cay of the following month of the quarter together with a writien estimated expenditure (cal forward) for the following quarter.
3.3. MJF will cisburee the quarterly restaiment (3 monthy) after the review of franclal slatements and progress report of the provious instaiment and the writien estimated expenditure (call forward) tor the quarter.
3.4. MJF will prepare an account payee cheque or demand dratt/Thank tranaler in the name of the PO, against a written request from the PO.

### 4.0 Bank Account:

4.1 The PO will open a separate interest Dearing account (preferably STDISND account). with a scheduled bank, in the name of PO along with projects full name or acronym or may continue the existing eccount by the existing PO of M.JF which shall be used exclusivery for all receipts and expenciture 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 spocimen signatures, certified by the Chief Executive of the $P O$, shall be provided to MUF within three days after opening the bank account and subsequent change/amendment of tank account later on during the project period. MJF shal be intormed in writing immeciately of any change to the signatories, with a certifiod list of the new authorized signatores and specimen signatures.
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 mote than two weeks.

### 5.0 AUTHORISATION OF EXPENDITURE:

5.1 The authorized signatorics or designated or signatones of the PO will authorize any requests for expenditure or procurement by the PO for the Project. Al such requests must be supported by the submission of appropriate bills or invoices.

Before making any payment, the PO shall ensure that the bill or invoice is properly approved lauthorized The PO should make payment to the vendor through Account payee cheque if it is equal to or more than Tk 10,000 (Taks ten thousand) aganst 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 exireme case maximum six months rent could be given as advance which must be adjusted within the project penod,

### 6.0 PROCUREMENT:

61 Procurement of any capital isems (computer, vehicies, furnture, motorcycle, other office equipments elc.) Shall be made atter getting a written approval from M.JF for above taka 10.000 .
6.2 The PO should form a Procurement Committoo (PROC) consisting of at losst two members (for any purchase above TK, 10,000). The Chiof Executive and Projoct Accountant should not be included in this procurement committec. The PO can select member for the PROC from their other program 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 procurament
6.3 The PO will follow their, own approved procurement policy and or procedures/manuavguideline for procurement of goods and services of this project However, the following limits and terms \& conditions shall be followed and shall be incorporated in their policy/procedure where necessery:

| Amount | Source | Quotation | Mothod of Procurement |
| :---: | :---: | :---: | :---: |
| Up to TK. 10,000 | Open Markev Enlisted Vendors | None | Diroct purchase by Procurement Olficer//n-charge/Designate |
| TK. 10,001-50,000 | Open MarkeV Enlistad Vendors | 02 (Two) | Open market purchase by PROC. For enlisted vendor, purchase order should be issued. |
| TK. 50,001-2,00,000 | Open MarkeV/ Enlisted Vendors | Thiee | Open market purchase by PROC. For enlisted vendor, purchase order should be issued. |
| Above TK. 2,00,000 | Open Market/ Enisted Vendors/Press Tender | Three | Through limited tender (sealed bid)! press tender. For all cases Purchasc Order will be issued. |

6.4 The PO shall inform MJF in writing before hiring any consuitant mentioning cleafly about the assignment. Proper justification of proposing the name of consultant should also be submitted prior to finalization. MJF wit have 2 wecks to oppose to the choice of consultant.

### 7.0 GOODS AND EQUIPMENT:

71 Any non-consumable items of equipment purchased under the project with an initial value of BDT 2,000 (Taka Two Thousand only) or more andior with a useful life of more than one year 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 ahall be registered in the name of the PO. PO should strictly maintain a MotorcycleVVehicle operation and maintenance procedure.
7.2 M.JF deserves the right to takeover/ handover the ownership of the assets of the project as and when required. If the asset's is registered in the name of PO. it shall transter the ownership to MJF or vice verss when such situation occurs.

73 The PO shall maintain and update an inventory register for all oquipmentivehicle and non-consumable tems from a value of Tk.2,000.00 (Taka Two thousand orly) and a stock register for consumable tems purchased under this Project. In case of non-consumable items, tem number should be affixed and a list should be prepared and keep updated.
7.4 M.JF shal be entited 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 for any unauthorised use or lor any use other than for the Project, and shall indemnify and compensate with same quality and quantity for any loss. misuse. damage or proceedings of or relating to the items.

75 The PO shall keep all vehcles, motorcycles and other equipment in good running conditon by carrying out regular maintenance work. Proper care should be taken in using the oquipment.
7.6 A'Vencle/Motorcycle Movement Regster' should be maintained by the PO to show the actual use of vehiclesimotorcycies.
5.0 HUMAN RESOURCES:
B. 1 PO should follow and mainkin the recrutment procedures mentioned in their personnel policy and preserve celated documerts. Right personnel should be recruibed through a competisive process
5.2 The Chibf Executive signing tis agreement on behalf of the PO shall rotify M.JF in writng of the PO employce, who will act as their contact person ard representative fos the purpose of implementing this agrocment. They chall also proude writton netification to MUF of any changs in the roepact
8.3 The PO will notity MJF betcre transferlchangeiresign of finance and program focal person of the project
8.4 Tha PO will mantain among its staff a compatent firunce person with background in the relevant fied.
8.5 The PO shall maintan Confict of Interest Register for Staff and Executve Commitiee which describes the interes if any of the individual staff or Execative Committee/Governing Board in the organzation. A format of Register of interest is attached as Annex-vil

### 9.0 BUDGETARY CONTROL:

9.1 The PO acknowiedges the budget in the Project Proposal (Anrex-1) approved by M.JF
9.2 A rmaximurn of $10 \%$ tudget realignment may be allowed in the the hern allocation without changing the bottom ire budget In extreme cases, wilten approval must be obtained for expenditure exceeding 10\% budget reaignmenk in each budget head.
9.3 The contingency provision has teen kept to address only the unusual situation such as natural disastor and accident that damage ongcing activites of the Project and afliecting the drect project benefioaries. After getting watten approvel from M.FF, the contingency fund shall be used.
9.4 The ovechead prevision kept in PO budget, can enly be calculated and charged based an tatal actual project opst. not as per buigat. The overhesd is a support to meet some indirect and unforeseen cost of PO. Overhead budget can be used/bpent or transfor to General Fund/Mother Acsount of the organzasion but cannot be taken in any personal account. M.JF raserves the right to chack the utilizasion of overhead charged under this projoct
Q. 5 The same parcertage of overhead must also be provided to the sub-partner as if receives ( $\%$ ) trom MJF in that cases cause 9.4 will be applicablo for sub-partier

96 Any baiarce of the funds for the Project which is unused at the end of tre Project or on termination shall either be deducted from the first instament of rexe phase in case of a further agreemant for the Froject with the PO and MJF, or shat be refunded by the PO to M.JF wition one month of teminationfofscontinuation icompletion of the Project or the agreement, as appicable.
8.7 The POO will use the funds for the Project economically and eificienty, in fut porplance with the detail breakdown of costs and only for purpcses related to the Project within the budget limit.
8.0 If any irregularties misappropriation, or misuse of fund is desected by M.JF or by an audit during or affer the period for the Project and the PO falls to justify the cast with sufficient reasooable grounds and relevant documents, as solely detemired by M.JF, the PO mast refund thet amount to MJF immediately
0.2 In csse of common programme cost with other projectidonoriorganization, the total budgat including activity must be disclosed to MJF before the evenVprogramme.
9.10 Any sort of deduction of collection of moncy from the slaff or $3^{\text {did }}$ party witheut valid documentation or beyond unitorm polcy acceptabie to M.JF shall be treated as unsuthorized deduction for which punitve action may be takan by M.JF.

## ACCOUNTING:

10.1 Acoourts, vouchers and all other documents conceming 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 pericd of 6 (six) jears or as recuired of M.JF attar the closure of the Project. Books of accourk, such as joumals. ledpers, and castibank book shat be maintained properly and should be available for inspection by M.JF personnil or auditor of M.JF at any time duing the life of the Pricject and within 6 (six) years after the completion of the Project.

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 (such as purchase order, quotations, contract of purchase, payrol, travelling expenses bill, store requisition. banking documentation otc.)
10.3 Partners Financial and Operational Guideline should be followed as basic principle
90.4 Il any interest accrues on the funds for the Projects, it should be properly reflecled in bank statement. books of accocints and friancial statements of the PO
11.0 GENDER SENSITIVITY
11.1 The PO noods to make an offort to creato and develop a Gender sensitive environment in the Organsation.

112 If not already existing, the PO shall develop a Gender policy within 06 (six) months afler the Agreement has been signed. Necessary guidance and assistance shall be provided by MJF, if required.

113 Proper refection of implementation of Gender policy in Organisational values, program approach and organisational development needs to be ensured by the PO.
11.4 PO shal take affirmatve initiative for gender belance in the recruitment policy and in practice. At least $30 \%$ to $35 \%$ staff at all level should be femaie. Demonstrabie effort should be shown for recruitment of female statt.
11.5 Gender indicators shall be developed for necessary monitoring purposes towards progress of gender equity, both at organisation and program level of the PO. If necessary, M.JF shall provide support:
11.5 Creation of positive influence in addressing practical needs \& strategic inverests on both Femate and Male in al program initiative shall be ensured by the $P O$.

### 12.0 TECHNICAL ASSISTANCE

12.1 MJF will have a group of staff at Dhaka Office to provide assistance to the PO in the field of program, finance, human resource develcpment, monitoning and evaluation, communication and other relevant technical isssues.
12.1 MJF may tequest the PO to ovaluate the effectiveness of the support provided by MJF staff and seek suggestions for further improvements. MJ. shall in its discrotion determine any furthor acton to be taken.
12.2 The PO will implement the Project in accordance with this agreement and other documents mentioned in this agreement, and as otherwise advised by M.JF

### 13.0 REPORTING, MONITORING AND EVALUATION

13.1 M.JF and the PO will jointly manntor and evaluate the Project on regular basis; and recommendations based on the findings shall be cocumented and considered as the priorities.
13.2 The PO wil prepare quarterly financial statements and progress reports for the Project in pintly developed formats, and shal submit the same to MUF by the tenth day of the following month at the end of each quarter.
13.3 PO will prepare an annual report of the project at the end of each year and shall submit the same by $25^{\text {th }}$ day of the following month
13.4 During implementation of the Preject, M.JF will monitor and evaluate financial and operational management. Any problom identilied through monitoring should be addressed by the PO property for the interest of better management and implementation of the Project.
13.5 M.JF and is authcrised representatives will have the right at any time to irspect the Project and in consullation with the PO examine the books, vouchers and the documentary evidence of the PO for the Project The PO will provice all co-operation and information necessary for evaluation and examination by M.JF and its authorised representatives to ascertain the appropriate and correct use of the Project funds.
13.6 PO should conduct baseline study at first quarter for the M.JF funded propect and MBE section of M.JF will facilitate whole process.
13.7 M.JF wil carry out Mid-term \& Final evaluation through enlisted extemal evaluators of MJF M\&E soction
13. 8 Duning inglementation of the project, MJF of ts assigned person has that authorty to visit any project location for moniterrg and evaluaton purpose.

### 14.0 ANNUAL AUDITED AGCOUNTS

14.1 M.JF shall appont a duly qualifed independent auditor (Chartered accourtants) from the approved ist of audzors of the NGO Affars Bureau of the Govemment of Bangladesh to audt the annual accounts of the PO for each of the fiscal year or project pericd under TOR established by MJF in adostion dunors of M.JF may also appotint audicor to audit of the project.
14.2 The PO shell permit and co-cperate with the auditors appointed by M.NF or dorcr (s) of MJF to access the books of accounts and financial statements of the PO at any time within office hours io determine compliance with and progress under this agreement.
14.2.1 The PO shall allow M.JF to carry out a comprohansive audt of the organizaten based on Tof established by M.JF and agreod by PO if fell nocessary by MUF

### 15.0 ACCOUNTABILITY

15.1 The Chief ExacutivelHead or duly Authorised Person of the PO will certify each financial statement as follows:

7 cerily that all the amounts stated above in details have been actually spent for the "Promoting Citizen's Access to Information". I also cerrised that the estimated expenditureical forward will be spenctused for the mentioned project as per approved budget and in accordance wht the verme and conditons of the agreement dated 1 " August, 2013.
15.2 The PO is accountable to utlee the funds for the Project according to the approved budget in the Project Proposal (Annex-1).
15.3 The PO shail follow the mandatory standard provisions for audt, general conditions of M.JF fund usage and GOB aucit requirements.
15.4 The PO is responsible for resolving all disputes, local or outside, related to the Project implementasions. The PO should mantain constant liaison with local govemment and other relevant povernment and non-government agencies, including M.JF.
15.5 The PO must maintan its updated registration with the NGO Aftars Bureaid andicr Social Weflate Department of the Government of Eanglacesh belcre and at all times during the ubization of funds for the Project
15.5 The NGO Bureau and/or Department of Social Services have the nght to inspect the project at any tme and have accass to chock, review, confscate the books of accounts, vouchers or any othet documents if found any ifregularites or anti socal sctivites.

157 The PO shall keep MJF informed of ary change whatsoever, occurring in the Project activies, such as turmoil in the working area, stalf turnover, transter of stalf etc, which may affect activities and aso cause significant over or under utilization of funds for the Project.

158 The PO shat be responsibie to compensate in futt the snatching, hijacking, missing. stealing of project cash or assets

159 Govermment comptiance like deduction 8 deposit of VAT, Tax and attix of Revenue Stamp etc. will be followed as appicable for the PO.

### 16.0 SUB-PARTNERSHIP/ NETWORK MEMBERS

10. 1 Thls 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.
16.2 The PO shall disclose the nemes and pattculars of the organization in writing to MJF with whorn they are going to build parthership of alliance and also have a wilten Deed of AgreamentiMemorandum of Understanding signed with the alkance/partner members defining roles and responsibilities of each of the alliance/ Partners members wthin 90 days of signing Agreement with M.MF.
16.2 The PO will play the roles of lead organisation of the allanceisub-partners and will be solely responsible to M.JF for the project as per this Agreement.
163 PQ shali be resporsible to monivor ther sub-partiers activities and ensure financlal compliances. In case of any irreguarties and or misapproptiator, the PO shall inform to M.JF and take all responsitilites to resclve the issue.
16.4 The PO wil responsible to refund the remaining fund balance atter completion/ciscontinuation/termination of the project with sub-partners within the following month or as decides by M.JF.

### 17.0 AMENDMENT

17.1 Neither MJFF nor the PO will undertake to alter or to amend the terms and conditions of this agrecment nor will either party take or implement decisions on Project matters not specificaly covered herein without an appropriate amendment in writing to this agreement by both the parties.
17.2 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 biateral discussion andior negotiation will be taiven to resolve any conflict and/or dispute arising out of such proposal for amending, altenng, adding or deleting. Howover, MJF shall have the right to take a decision for resolving such conffict andior dispute if al possible efforts are extheusted.

### 18.0 TERMINATION

10.1 This agreement shall be effective between dates mentioned in article 1.3, unless otherwise earier terminated.
18.2 MJF reserves the right to terminate this agreament as per the circumstances and actions described in the attached MJF Policy Towards Irregularities '(Annex-11), which is an integral part of this agreement.

183 M.JF resarves the right to terminate this agreement with immodiate affoct if the Partner Organization engages party, politics activities. In case any personnel are a member of any party or politics that person has to withdrawn from the projett.
18. 4 Ether party may terminate this agreement with immediate effect on the occurrence of any of the following events:
$\alpha$ cessation of M.JF activities in Bangladesh.
$\gamma$ dissoiution of MJF or the

* cessation of the grart of funds to M.JF by the Donorts

185 MJF may terminate this agreement with immediate effect on occurrence of any irregularties and noncomplance of any terms and concition as agreed upon in this agreement and as per annex ii which is an integral part of this agreement. If the same irregularitics found repeating or occurred $2^{\text {ra }}$ tme, no appeal or explanation shali be considered.
18.6 In such an event, the parties shal undertake al possible staps to reduce the costs of the interruption of the agreement 10 a minimum, and to relinquish any clam to componsation other than in respect of experses actually incurred.
18.7. PO has equal right of termination of this Agreement or withdrawal of partnership if situation demands.

188 If damages or interest due to negligence on the part of the projoct, MJF claim such damagas, of interest from the PO. All such claims will be in Bangladesh Taka with interest.

189 On service of a notice of termination, MJF may suspend the balance distoursement 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 M.JF items purchased or procured for the Project.
19.0 NATURAL DISASTER, WAR, CIVIL UNREST

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

OWNERSHIP OF PUBLICATIONS / REPORTS
MJF and the PO shal be the joint owners of any publications /reports produced by the PO as part of the project unless otherwise decided joinly.

### 21.0 ARBITRATION

21.1 Any dispute in connection with arising out of this agreament between the parties of whatsoever nature including but not limited to interpretation of this Agreement shal be settled through arbitration as per Acbitration Act 2001
21.2 The Parties in this Agreement have agreed that in case of any dispute as stated in Article 21.1, 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.

### 22.0 GENERAL PROVISION

22.1 No act done by the parties shall be treated as a waiver of any right.
22.2 Alt the terms of this Agreement are binding upon the parties and once executed this Agreement no provision of this Agreement can be questioned.
22.3. Neither party shall offer nor seek or accept directly or indirectly for itself of 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 PNGO or its staff or any Governing Board or Executive Committee members of the PNGO cannot be involved directly or indirectly to any procurement or service of the organization in case of conflicts of interest.

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

The PO hereby also certifies that it 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.

AS WITNESS the hands of the parties hereto or there duly authorized representatives the day and year first before written.

For: Manusher Jonno Foundation


Shaheen Anam
Executive Director-MSF

For: MRDI


Hasibur Rahman Executive Director

Date: $\qquad$
 1. Witness and contact person of:PO
Signature:
Name: Md. Abdul Go rs
Date:

Annex 1 Project Proposal, including project budget.
Annex II M.JF Policy towards Irregularities
Annex III Minimum requirement of good practice in procurement policies \& system
Annex IV Motor cycle management
Annex $V \quad$ Financial \& Operational Guideline for PNGOs
Annex VI Budget Guideline for Partner Organizations
Annex vii Conflict of Interest Register

