

### DEED OF AGREEMENT

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

Manusher Jonno Foundation (MJF), House-47, Road- 35/A, Gulshan-2, Dhaka 1212, Bangladesh

Management and Resources Development Initiative (MRDI), 8/19, Sir Syed Road (3"6 floor), Block-A, Mohammadpur, Dhaka-1207 is being registered with NGO Affairs Bureau with registration no. 1962 dated

> a) This Deed of Agreement (hereinafter referred to as "agreement") is prepared, agreed and signed between both parties with the understanding that MRDI (PO) has agreed to work together to implement the project "Promoting Citizen's Access to Information" on the

> b). All communications and contacts regarding this project will be made through the Executive Director, Manusher Jonno Foundation (and or nominated person from MJF), House -47, Road -35/A. Guíshan -2, Dhaka 1212, Bangladesh.

### GENERAL CONDITIONS

### Status of the Grant:

The financial assistance for the Project has been awarded by MJF under the following terms & conditions:

# Grant Amount:

The approved MJF contribution for the project is Tk. 1,81,91,330.00 (One crore eighty one lac ninety as described in the Project Proposal, attached herewith as Annex-1. The budget for the Project included in the Project proposal constitutes an integral part of this agreement. However, the actual discursement to the PO shall be limited to Tk. 1,80,86,330.00 (One crore eighty lac eighty six thousand three hundred thirty) only and the remaining amount of Tk.1,05,000.05(One lac five thousand lonly will be spent by MJF for project Audit purposes. 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 through account payee cheque or bank transfer, loan should be interest free and to be refunded also through the same process. True Copy

On principle it is agreed that the Grants will be for a period of 3 (three) years starting from 1<sup>st</sup> August. settle the fund allocation for every individual year if needed based on the expenditure trend of the provious year and the activity plan for the coming year.



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- The Grant fund will 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 provided.
- The Grant fund will not be used to meet the cost of any non-official and socially unaccepted goods and/or foods like tobacco, alcoholic drinks, beetle-leaf etc

## Fund Disbursement:

MJF will make the funds for the Project available in installments in advance to the PO as indicated below, subject to verification by MJF on a 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

# Table: Terms & Conditions of Disbursement of Funds

Installments	Amount in Taka	Terms and Conditions of Disbursement	
1 <sup>st</sup> Installment	Tk.881.26C00 (881,306°0) Budget of first quarter plus 25% of average quarter's approved budget (buffer advance)	After signing DOA Opening/available of separate bank account for the project or mother account with submission of bank detail and the left of agrantines with specimen significant.  Forwarding letter and call forward for the first quarter with recommendation of concern authority of MLF.	
2 <sup>nd</sup> and subsequent installments	As per approved call-forward based on approved budget.	Progress Report and Financial Statement of Previous Quarter with recommendation of concern authority of MJF. Approved Call Forward and Activity Plan for Next Quarter	
Last installment	Tk.399,884.00 (80% of last quarter's approved call-forward based on approved budget.	Progress Report and Financial Statement of Previous Quarter with recommendation of concorn authority of M.F. Approved Call Forward and Activity Plan for Nort Quarter 3, 10% amount of list quarter's call forward will be kept as "Reserve" for final settlement.	
Final settlement (after completion of project)	Outstanding balance (if any) as per approved expenditure report.	1.Approved final report and recommendation of concern authority of MJF.	

- 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.
- The last financial reports and the project completion report must be submitted to MJF within one month after the end of this deed of agreement. No claims will be accepted afterwards.
- Buffer advance should be maximum 25% of an average quarterly installment. Excess/under payment will be adjusted with subsequent installment (s).
- The remaining fund balance after completion/discontinuation/termination of the project must be refunded to MJF within the following month. MODE OF PAYMENT:
- 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 of the financial statements, progress of activities of
- The Chief Executive (CE) or his/her authorised person of the PO shall approve the quarterly (3 (tenth) day of the following month of the quarter together with a written estimated expenditure (call
  - MJF will disburse the quarterly instalment (3 monthly) after the review of financial statements and
  - MJF will prepare an account payee cheque or demand draft/TT/bank transfer in the name of the PO.

# Bank Account:

- 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 or may continue the existing account by the existing PO of MJF which shall be used exclusively for all receipts and expenditure of the Project
- 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 later on during the project period. MJF shall be informed in writing immediately of any change to the signatories, with a certified list of the new authorized
- Mother account may be used for fund transfer only, not for operations of project activity. It is not usual

# AUTHORISATION OF EXPENDITURE:

True Copy The authorized signatories or designated or signatories of the PO will authorize any requests for expenditure or procurement by the PO for the Project. All such requests must be supported by the submission of appropriate bills or invoices.

- 3.2 Before making any payment, the PO shall ensure that the bill or invoice is properly approved fauthorized. The PO should make payment to the vendor through Account payer cheque if it is equal to or more than Tx. 10,000 (Take ten thousand paginat the above procurements of goods and services, but if it is below Tx. 10,000 (Take ten thousand only) payment may be made in cash.
- 5.3 All payments should be made to an authorized person against a written receipt.
  - 4 All salaries should be made by bank transfer to the individual employee. Advance against salary is not allowable from this project.
  - 5 Advance against office rent from the project is discouraged. However, in an extreme case maximum six months rent could be given as advance which must be adjusted within the project period.

# 6.0 PROCUREMENT:

- 1 Procurement of any capital items (computer, vehicles, furniture, motorcycle, other office equipments etc.) shall be made after getting a written approval from MJF for above take 10,000.
- 6.2 The PO should form a Procurement Committee (PROC) consisting of at least two members (fit any purchase about TK 1000). The Chell Beautism and Project Accountant should not be procurement committee. The PO can select member for the PROC fit on their other program if required. The PROC will send their recommendation to Chief Executive (CC) and CC or Indirect which designated person will finally approve the procurement and the or she will remain accountable for all procurement.
- 6.3 The PO will follow their, own approved 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 and shall be incorporated in their policy/procedure where necessary:

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.
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.

6.4 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 econose to the choice of consultant.

## 7.0 GOODS AND EQUIPMENT:

- 1.1 Any non-consumable items of equipment purchased under the project with an initial value of BOT 2,000 (Taka Two Thousand only) or more andlor with a useful file of more than one year is the property of MIF and must not be changed, sold or disposed of whorth KIP's prior written approval. Any vehicle, motorcycle, engine boat, purchased under the Project shall be registered in the name of the PO in Abouts strictly meaning an Motorculcity-Mirchiel coeration and maintenance corocdure.
- 7.2 MJF deserves the right to takeover/ handover the ownership of the assets of the project as and when required. If the assets is registered in the name of PO, it shall transfer the ownership to MJF or vice versa when such situation occurs.
  - 3. The PO shall maintain and update an inventory register for all ocuprement/vehicle and non-consumable terms from a value of Tk.2, 00.000 (Taks The orbinousand 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 keep update.
  - .4 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 for any unauthorised use or for any use other than for the Project, and shall indemnify and compensate with same quality and quantify for any loss, misuse, damage or proceedings of or reliating to the items.



A "Vehicle/Motorcycle Movement Register' should be maintained by the PO to show the actual use of

## HUMAN RESOURCES:

PO should follow and maintain the recruitment procedures mentioned in their personnel policy and

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

The PO will notify MJF before transfer/change/resign of finance and program focal person of the

The PO will maintain among its staff a competent finance person with background in the relevant field.

The PO shall maintain Conflict of Interest Register for Staff and Executive Committee which describes the interest if any of the individual staff or Executive Committee/Governing Board in the organization.

## BUDGETARY CONTROL:

The PO acknowledges the budget in the Project Proposal (Annex-1) approved by MJF.

A maximum of 10% budget realignment may be allowed in the line item allocation without changing the bottom line budget. In extreme cases, written approval must be obtained for expenditure exceeding 10% budget realignment in each budget head.

The continuency provision has been kent 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

The overhead provision kept in PO budget, can only be calculated and charged based on total actual of PO. Overhead budget can be used/spent or transfer to General Fund/Mother Account of the organization but cannot be taken in any personal account. MJF reserves the right to check the

The same percentage of overhead must also be provided to the sub- partner as it receives (%) from MJF. In that cases clause 9.4 will be applicable for sub-partner

Any balance of the funds for the Project which is unused at the end of the Project or on termination Project with the PO and MJF, or shall be refunded by the PO to MJF within one month of termination/discontinuation /completion of the Project or the agreement, as applicable. The PO will use the funds for the Project economically and efficiently, in full compliance with the detail

breakdown of costs and only for purposes related to the Project within the budget limit. If any irregularities, misappropriation, or misuse of fund is detected by MJF or by an audit during or after the period for 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 In case of common programme cost with other project/donor/organization, the total budget including

Any sort of deduction or collection of money from the staff or 3<sup>rd</sup> party without valid documentation or

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 6 (six) years or as required by MJF after the closure of the Project. Books of account, such as True Copy journals, ledgers, and cash/bank book, shall be maintained properly and should be available for inspection by MJF personnel or auditor of MJF at any time during the life of the Project and within 6

- 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, payroli, travelling expenses bill, store requisition, Partners Financial and Operational Guideline should be followed as basic principle. If any interest accrues on the funds for the Projects, it should be properly reflected in bank statement. books of accounts and financial statements of the PO.
  - The PO needs to make an effort to create and develop a Gender sensitive environment in the

GENDER SENSITIVITY

- If not already existing, the PO shall develop a Gender policy within 06 (six) months after the Agreement has been signed. Necessary guidance and assistance shall be provided by MJF, if
- Proper reflection of implementation of Gender policy in Organisational values, program approach and
- 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
- 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, MJF shall provide support.
  - Creation of positive influence in addressing practical needs & strategic interests on both Female and
- 12.0 TECHNICAL ASSISTANCE MUF will have a group of staff at Dhaka Office to provide assistance to the PO in the field of program. finance. human resource development monitoring and evaluation, communication and other relevant
- 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
- The PO will implement the Project in accordance with this agreement and other documents mentioned in this agreement, and as otherwise advised by MJF.
- REPORTING MONITORING AND EVALUATION
- MJF and the PO will jointly monitor and evaluate the Project on regular basis, and recommendations
- The PO will prepare quarterly financial statements and progress reports for the Project in jointly developed formats, and shall submit the same to MJF by the tenth day of the following month at the end of each quarter.
- PO will prepare an annual report of the project at the end of each year and shall submit the same by
- 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
- the interest of better management and implementation of the Project. 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. PO should conduct baseline study at first quarter for the MJF funded project and M&E section of MJF
  - facilitate whole process. True Copy MJF will carry out Mid-term & Final evaluation through enlisted external evaluators of MJF M&E

- During implementation of the project, MJF or its assigned person has that authority to visit any project location for monitoring and evaluation purpose.
- 14.0 ANNUAL AUDITED ACCOUNTS
- 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. In addition
  - 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
- 14.2.1 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

The Chief Executive/Head or duly Authorised Person of the PO will certify each financial statement as

"I certify that all the amounts stated above in details have been actually spent for the "Promoting Citizen's Access to Information". 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 1th August, 2013.

- The PO is accountable to utilize the funds for the Project according to the approved budget in the
- The PO shall follow the mandatory standard provisions for audit, general conditions of MJF fund usage
- The PO is responsible for resolving all disputes, local or outside, related to the Project implementations. The PO should maintain constant liaison with local government and other relevant government and non-government agencies, including MJF.
- The 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 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. The PO shall keep MJF informed of any change whatsoever, occurring in the Project activities, such
- as turmoll in the working area, staff turnover, transfer of staff etc., which may affect activities and also The PO shall be responsible to compensate in full the snatching, hisacking, missing, stealing of project
  - Government compliance like deduction & deposit of VAT. Tax and affix of Revenue Stamp etc. will be

## 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.
- 16.2 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 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.
- PO shall be responsible to monitor their sub-partners activities and ensure financial compliances. In True Copy case of any irregularities and or misappropriation, the PO shall inform to MJF and take all

# The PO will responsible to refund the remaining fund balance after uation/termination of the project with sub-partners within the following month or as

- Neither MJF nor the PO will undertake to after or to 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
- 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 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, MUF shall have the right to take a decision for resolving such conflict and/or dispute if all possible efforts are exhausted.

# TERMINATION

AMENDMENT

- This agreement shall be effective between dates mentioned in article 1.3, unless otherwise earlier
- 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
- 18.3 MJF reserves the right to terminate this agreement with immediate effect if the Partner Organization engages party, politics activities. In case any personnel are a member of any party or politics that has to withdrawn from the project.
- 18.4 Either party may terminate this agreement with immediate effect on the occurrence of any of the
- cessation of MJF activities in Bangladesh.
  - ✓ dissolution of MJF or the .
  - cessation of the grant of funds to MJF by the Donor/s.
- 18.5 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 2" time, no appeal or explanation shall be considered. 18.6 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. 18.7 PO has equal right of termination of this Agreement or withdrawal of partnership if situation demands.
  - If damages or interest due to negligence on the part of the project, MJF claim such damages, or interest from the PO. All such claims will be in Bangladesh Taka with interest.
- 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

# NATURAL DISASTER WAR CIVIL LINDEST

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

## 20.0 OWNERSHIP OF PUBLICATIONS / PEROPTS

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 injetty

### 21.0 ARRITRATION

True Copy 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

- 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
  - No act done by the parties shall be treated as a waiver of any right
- All the terms of this Agreement are binding upon the parties and once executed this Agreement no provision of this Agreement can be questioned.
- Neither party shall offer nor seek or accept directly or indirectly for itself or its staff or another party any 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
- After the termination of the MJF Programme, all rights described in this deed will automatically be transferred an organization designated by M.IF.

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: MRDI

Date:

Hasibur Rahman Executive Director-MJF Executive Director 1. Witness and Costact person of MJF 1. Witness and contact person of PO Name: M Thammed

Project Proposal, including project budget.

MJF Policy towards Irregularities Anney III Minimum requirement of good practice in procurement policies & system

Annex IV Motor cycle management Annex V Financial & Operational Guideline for PNGOs

For: Manusher Jonno Foundation

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Annex VI **Budget Guideline for Partner Organizations** Annex vii Conflict of Interest Register

Date: \_\_

Annex I

Annex II

True Copy