PROJECT GRANT AGREEMENT

This Grant Agreement is entered into this 8th day of August, 2008

BETWEEN ENVIRONMENTAL FOUNDATION OF JAMAICA (EFJ) with registered offices at 1B Norwood Avenue Kingston 5

AND ________________________ (hereinafter the Grantee)

WHEREAS the Grantee has submitted an application to the EFJ for grant funding concerning a project entitled Project ID# ______ - ‘PROJECT TITLE’

AND WHEREAS the EFJ has approved the aforesaid project (hereinafter ‘the Project’ a copy of which is attached as Appendix I to this Agreement) and agreed to award a grant for the sum of JA $000.00 (hereinafter the Grant”).

The Parties to this Agreement agree as follows:

RESPONSIBILITY OF THE GRANTEE

1. The Grantee shall:

   1.1 Undertake, carry out, and complete, in a competent manner, all of the work and services set forth in the Project and operate within the financial constraints of the approved Project budget.

   1.2 Establish at a commercial bank an account in which only the Grant shall be deposited and from which the Grantee will make payments to contractors, suppliers and others to cover eligible expenses.

   1.3 Keep accurate, current and complete records relating to the Project and disbursements of the Grant.

   1.4 Maintain acceptable financial management systems during the term of the Grant. Such systems shall provide:

      1.4.1 accurate, current and complete disclosure of the financial activity under the Grant

      1.4.2 effective control over and accountability for all Grant funds, property and other assets under the Project

      1.4.3 comparison of actual outlays with budgeted Grant disbursements
1.4.4 accounting records supported by source documentation.

1.5 Ensure that all costs incurred under the Project are reasonable and properly incurred as per the approved Project budget and objectives.

1.6 Submit to the EFJ, accounting data supported by documentation, which at a minimum identifies, segregates, and accumulates all costs incurred under the Grant.

1.7 Submit to the EFJ the following Reports:

1.7.1 Quarterly Financial Report.

1.7.2 Quarterly Progress Reports

1.7.3 End of Project Report within thirty (30) days of project completion.

1.8 Obtain and maintain with insurers approved by the EFJ, insurance against Project associated risks in such amounts as shall be consistent with sound business practice.

1.9 Preserve and make available all Project related records for examination and audit by the EFJ or its authorized representatives for a period not less than 6 years unless written approval has been obtained from the EFJ for the early disposal of such records.

1.10 Where the Grantee has secured an opportunity to promote or discuss aspects of the Project funded by the Grant whether, on the radio, television or through the internet, print media, or any other media of communication, the EFJ shall be acknowledged as funding the Project.

1.11 Exercise its responsibilities under the contract in good faith and shall be responsible in the performance of work for exercising the degree of care required by customarily accepted good professional practices and procedures.

1.12 Comply with all EFJ policy and procedures as outlined in the Schedules to this Agreement.
RESPONSIBILITY OF THE EFJ

2. Once it is satisfied and approval is given in writing that the Grantee has met all requisite criteria, the EFJ shall:

2.1 Disburse funds to the Grantee on an imprest basis in a timely manner.

2.2 Replenish the imprest in a timely manner upon the submission of applications for disbursement.

WARRANTY OF GRANTEE

3. The Grantee warrants that it is an organization, duly organized, validly existing, and in good standing under the laws of Jamaica and that it has full power to execute this Agreement and to perform its obligations under this Agreement.

DURATION OF GRANT

4. This Grant shall be for the _?_ month period ending _month, year_. The unused portions of the Grant shall be decommitted after this date unless the EFJ gives prior written approval for an extension. The request for approval for an extension shall be in writing stating the basis for the request.

4.1 The Grant may also be decommitted in accordance with the EFJ's granted decommitment policy, as outlined in Schedule IV.

STATUS OF PARTIES

5. The Grantee is acting as an independent contractor in the performance of work under this Project and is not a servant and or agent of the EFJ. The Grantee shall be solely responsible to third parties for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission in relation to the Project.

REFUND OF GRANT

6. EFJ reserves the right to require a refund by the Grantee of any amount which EFJ determines to have been expended for purposes not in accordance with the objectives and approved budget of this Grant.
ASSIGNMENT

7. This Grant is not assignable by Grantee either in whole or in part.

ENTIRE AGREEMENT

8. This Grant Agreement and the Appendix and Schedules hereto contain the entire Agreement of the parties, and representation, provision, warranty, term, condition, promise, duty or liability, expressed implied, shall be binding upon or applied to either party, except as herein stated. No amendment or modification of any term, provision or condition of this Award shall be binding or enforceable unless in writing and signed by each of the parties. There shall be no variation in the project as approved by the EFJ without obtaining prior approval by the EFJ.

NOTICES

9. All notices to any party hereunder shall be in writing, signed by the party giving it, and sufficiently given or served, if sent by registered mail addressed to the persons at the address below:

Grantor
Chief Executive Officer
Environmental Foundation of Jamaica
1B Norwood Avenue, Kingston 5

Grantee

SUSPENSION & TERMINATION

10.1 The EFJ may suspend or terminate this Grant for cause and at its option, at any time upon the giving of thirty (30) days prior written notice to the Grantee. Said notice shall be given to the individual listed in Clause 9.

10.2 In the event of termination, the Grantee shall be entitled to payment for acceptable and allowable work performed under this Project, and for all uncancelable obligations made in connection with such work, through the date of termination but in no event shall payment exceed the maximum payable.
10.3 Early termination of this Grant does not release Grantee from compliance with appropriate provisions of this Award, i.e., Records Retention and Audit.

10.4 Suspension or Termination for cause would be based on one or more of the following reasons:

10.4.1 The Project has significantly deviated from the scope of work or schedule, described in the Project application located in Appendix I, or

10.4.2 The Grantee fails to show sufficient evidence of progress in its progress reports.

10.4.3 Based on professional judgment, it is determined that the project is in risk of exceeding its approved budget.

10.4.4 The Grantee has breached the terms of the Agreement

10.5 In the event the Grantee is in default, the EFJ may terminate this Award upon five (5) days written notice to the individual listed in Clause 9. In this event, the EFJ shall pay the Grantee only the reasonable value of the satisfactory services theretofore rendered under the Project but in no event shall payment exceed the maximum payable.

10.6 It is understood and agreed, however, that in the event Grantee is in default upon any of its obligations hereunder at the time of termination, EFJ shall be entitled to pursue any rights or remedies which the EFJ may have against Grantee by reason of such default, and the EFJ may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages may be determined.
SCHEDULE I

SPECIAL CONDITION(S) OF THE GRANT

PROJECT BUDGET

The Grant amount approved was $000.00. Funds must be utilized as follows:

<table>
<thead>
<tr>
<th>Items</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Activities</td>
<td>$000.00</td>
</tr>
<tr>
<td>Training and Workshops</td>
<td>$000.00</td>
</tr>
<tr>
<td>Accommodation</td>
<td>$000.00</td>
</tr>
<tr>
<td>Materials and Equipment</td>
<td>$000.00</td>
</tr>
<tr>
<td>Transportation</td>
<td>$000.00</td>
</tr>
<tr>
<td>Project Staff Salaries</td>
<td>$000.00</td>
</tr>
<tr>
<td>Evaluation</td>
<td>$000.00</td>
</tr>
<tr>
<td>Stationery and Supplies</td>
<td>$000.00</td>
</tr>
<tr>
<td>Rent and Utilities</td>
<td>$000</td>
</tr>
</tbody>
</table>

Total                                      $000.00
Contingency*                                00,000.00
Grant Total                                 JA$000.00

* Contingency can only be accessed through a written request to the Programme Manager.

Any other proposed use must be requested in writing from the EFJ.

ACKNOWLEDGMENT/PUBLICITY POLICY

As a Grantee, the EFJ expects recognition, wherever possible, for the grant. The type of recognition you are able to provide will depend upon the nature of your project and organization, but should include some or all of the following activities:

- Please use the following language to acknowledge the Grant:
  “This project was funded (or funded in part) by a grant from the Environmental Foundation of Jamaica”

- Please acknowledge receipt of your grant through the use of the EFJ logo on any print and audio-visual materials produced to publicize the project. The acknowledgement will use both the full name "Environmental Foundation of Jamaica " and the EFJ logo. A copy of the logo is available from EFJ’s Programme Assistant.

- Please advise in advance of any plans to hold a media event, create a photo opportunity, or distribute a news release to publicize your initiative and/or recognize your grant so we can be prepared to respond to inquiries or try to attend your event.

Grantees are required to send the EFJ copies of publications or media coverage that mentions the Grant.
Please respect the following guidelines when including the EFJ logo in your publicity and recognition activities:

- Use the appropriate computer format and type of logo for the file or document in which it is being included (i.e. - high-resolution black-and-white logo for printing of black-and-white documents).
- Do not alter the colour of the logo.
- Do not distort, stretch or tilt the logo.
SCHEDULE II

GRANT PROCEDURES

1. The names of the proposed signatories to the commercial bank account to be opened with the Grant funding shall be submitted to the EFJ for approval.

2. Copies of bank statements must be submitted to the EFJ with each quarterly report submission.

3. Where the approved Project budget includes a provision for contingency, this provision shall only be utilized with the prior written approval of the EFJ. The request for approval shall be in writing stating the basis for the request.

4. The Quarterly Financial Reports shall be submitted every quarter (3 months) to the EFJ. The first quarterly report should cover the 3-month period from the date of the first disbursement. The interest earned during each quarter, and the interest balance at the end of each quarter, should be included in the Report. Reports shall be submitted not later than 21 days after the end of each quarter.

5. Interest earned on the Grant may only be utilized to further the objectives of the project, subsequent to the submission of a written request and justification, and the approval by the EFJ.

6. The End of Project Report shall include information on the overall implementation of the project.

7. The EFJ shall have the right to inspect the goods, site, works or services of the Grantee, relevant to or referred to in the project.

8. Funds obligated by EFJ, but not disbursed to the Grantee at the time the grant expires or is terminated shall revert to the EFJ except for such funds encumbered by the Grantee, by legally binding transactions with third parties, applicable to this grant.

9. Any funds advanced to, but not expended by the Grantee and not encumbered by legally binding transaction applicable to this grant at the time of expiration or termination of the grant shall be refunded to the EFJ.

10. Where grant funds are utilized to acquire a motor vehicle(s) for use in the approved project, the EFJ reserves the right to determine how the vehicle is disposed of after the completion of the project. During the life of the project, the Motor Vehicle Policy of the EFJ will determine the use of the vehicle.
SCHEDULE III

PROCUREMENT OF EQUIPMENT & SERVICES

1. Unless otherwise noted, where the Grant will be utilized to pay for any piece of equipment amounting to $300,000 or more:

   (a) Where new equipment or services are to be acquired by Grant funds the procurement procedure should be submitted to the EFJ.

   (b) Where used equipment is to be acquired, prior written approval must be obtained from the EFJ. This approval will be guided by an independent assessment of the equipment from a valuator approved by the EFJ and such factors as the age, expected life, current value and replacement value of the equipment.

2. Where the Grant will be utilized to pay for Services amounting to $1 Million or more per annum:

   (a) A transparent recruitment process approved by the EFJ must be followed.

   (b) A description, terms of reference and detailed work plan of such persons must be submitted to the EFJ for its consideration and prior approval.

   (c) A review of the performance of individuals receiving Grant funds will be conducted by the EFJ on a periodic basis.
SCHEDULE IV
MOTOR VEHICLE AND EQUIPMENT POLICY AGREEMENT

A. MOTOR VEHICLE FOR GRANTEES’ USE

1. a) When the EFJ approves the purchase of a vehicle(s) from funds it has allocated to a project, it may act to purchase the vehicle on behalf of the grantee to allow them to benefit from any duty free concessions enjoyed by the Foundation.

b) Vehicles purchased with EFJ funds, must be purchased in the name of the EFJ only.

c) All vehicle(s) purchased in the name of the EFJ with grant funds should have the EFJ’s Logo prominently affixed to the side of the vehicle(s) with the suggested wording “Funded by the Environmental Foundation of Jamaica”

2. If The EFJ Acts As Indicated Above, Then The Grantee Will:

a) Indemnify the Foundation against any claims arising from accidents or misuse of said vehicle.

b) Maintain the vehicle as per schedule in owner’s manual.

c) Ensure that it is driven only by the authorized person or persons, in keeping with the insurance policy.

d) Ensure that at all times the vehicle is operated according to manufacturer’s specifications and in accordance with road traffic regulations.

e) Be responsible for Traffic fines incurred. Should the Foundation be required to pay these under any circumstances, the fines will be recovered from the Grantee.

3. Disposal Of Project Vehicle

At the end of the agreed project period, the Foundation may exercise any of the following options:

a) Assign the vehicles to the grantee:

i) where the grantee is able to demonstrate that the vehicle will be used to support a project, programme or activity which is consistent with the mission of the Foundation
ii) where the vehicle will be used by the grantee to support programmes or activities intended to promote institutional development or sustainability of the organization and its programmes.

b) Reassign the vehicle to another grantee whose program requires the use of a vehicle.

c) Sell the vehicle to the grantee or other party at the determined market value after the 3-year period.

4. Unsatisfactory Implementation Of Project

a) Where the grantee fails to fulfill one or more of its obligations under the terms of the grant agreement, particularly with respect to the usage of grant funds and the implementation of the project approved, and the project is terminated, the EFJ will exercise its option to demand the return of vehicle(s) purchased with its grant funds.

b) The grantee when so requested, will be expected to return the vehicle(s) in good working order and condition. If the vehicle is not in good working condition at the time of its return, the Grantee agrees to undertake, at its own expense, all the necessary repairs to restore the vehicle to a working condition in keeping with its age and capability.

c) The Foundation reserves the right to periodically assess the care of the vehicle assigned to Grantee and if not satisfied with same, the vehicle may be withdrawn and reassigned.

5. Insurance of Vehicle

The EFJ will be responsible for ensuring that motor vehicles are ensured with a reputable firm. Payment of such insurance will be made from funds provided under the grant or by the grantee.

B MACHINES & EQUIPMENT

1. Acquisition and Maintenance

Where EFJ grant funds are utilized to secure machines and equipment, grantees shall be required to:

a) Comply with the EFJ’s policy on the acquisition of equipment, vehicles and other capital items.
b) Install and maintain equipment as specified in owners/operations manual.
c) Utilize equipment strictly for the execution of project related activities.
d) Ensure that at all times the equipment is operated in accordance with the operations manual/manufacturer’s specifications.
e) Ensure that machines and equipment are adequately insured and secured.

2. Completion of Project

Unless otherwise stated in writing by the EFJ,
a) Upon completion of a project the grantee will normally be expected to retain and use machines and equipment (excluding motor vehicles) for the facilitation of the work of its organization.
b) Where the organization benefiting from the grant will dissolve or cease to exist at the end of the approved project period, the equipment acquired with EFJ grant funds must be returned to the EFJ, within a month of the end of the project period.

3. Premature Termination of Project

Where the project is terminated by the EFJ because of failure on the part of the grantee to observe one or more of the agreed terms of the agreement, all equipment and machines acquired with grant funds must be returned within a month of the date of termination of the project.
SCHEDULE V

EFJ GRANT DECOMMITMENT POLICY

1. Grant funds approved by the EFJ for a particular project will normally be decommitted upon the expiration of the grant agreement. Funds not disbursed or unspent may only be considered for recommitment by the EFJ, after a written request is received clearly specifying the reasons for the recommitment and the time period for which it is desired.

2. Grant funding approved by the EFJ may however be de-committed prior to the expiration of the date specified in the Grant Agreement under three circumstances:

   a) When six months have elapsed after notification of approval without any work commencing on the project, and without any satisfactory explanation for non-commencement.

   b) Where three months have elapsed after funds were disbursed and no work was effected on the activities for which the funds were disbursed, or where there is an unjustified delay in project implementation for more than three months, even though funds were disbursed to Grantee.

   c) Where after six months of notification of Approval, the Grantee failed to satisfy the Pre-disbursement conditions as specified in the Grant Agreement.

3. Where three months have passed after the notification of approval and there is no evidence that work has started on the project, and there is no acceptable reason for this, the Grantee will be reminded in writing of this policy and advised to take appropriate remedial actions. Where possible this letter will be followed up with a telephone call to ensure that the communication was received and understood.

4. If after six months, there is no evidence that the project is being implemented; the Grantee will be advised in writing of the decommitment of Grant funding.

5. If after two months, it becomes evident that the project is not being implemented or that work has ceased, even though the Grantee has received sufficient funds to implement the approved activities, they will be reminded in writing of policy (b) above.

6. If work on the project ceased for three months, without any satisfactory reason, the Grant will be decommitted and the Grantee advised in writing.

7. In the event that the Grant is terminated or decommitted by the EFJ, the unspent or uncommitted interest balance, must be returned to the EFJ.