

**FIXED OBLIGATION GRANT AGREEMENT (FOG)
No. EXAMPLE-DC-FOG-3**

Recipient Data	
1. Name:	
2. Address:	
3. TIN/Registration No.	
4. Status:	

Grant Agreement Data	
5. Effective Date:	
6. End date:	
7. Total Grant Amount (TSH):	
8. Programme Name:	
9. Donor Prime Contract No.:	
10. Source of funding:	

11. Recipient Technical Lead:		12. Donor Technical Lead:	

Recipient agrees to furnish and deliver all items and perform all services set forth or otherwise identified above and on any continuation sheets for consideration stated herein. The rights and obligations of the parties to this Grant Agreement will be subject to and governed by the provisions and specifications attached or incorporated herein.

In witness of their agreement and their acceptance of the terms and conditions of this Grant Agreement, the parties intending to be legally bound hereby have caused this Grant Agreement to be properly executed by their duly authorised representatives.

Donor Authorised Representative:		Recipient Authorised Representative:	
_____	_____	_____	_____
Signature:	Date:	Signature:	Date:

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This Grant Agreement is entered into by and between _____, a _____ and existing under the laws of _____ with a principal office located at _____ represented by its Country Office in _____ hereinafter referred to as _____ or “Prime Contractor” and _____. _____ and _____ are each referred to herein as a “Party” and, collectively, as “the Parties”.

1. Recitals

WHEREAS, _____ has entered into a contract with _____ (“Prime Contract”) for the implementation of a Programme entitled: _____ (“the Programme”);

WHEREAS, _____ is the lead agency on the Programme and is authorised to make Grant Agreements to nongovernmental development organisations and other qualified entities;

WHEREAS, Recipient is specifically qualified and equipped to perform the work and/or services necessary to support _____ activities under the Prime Contract;

WHEREAS, Recipient has agreed to perform the specified work and/or services set forth in the Schedule below;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, incorporate the Recitals as listed above in the Grant Agreement, and hereby agree as follows:

2. Privity of Grant Agreement

2.1 Although this Grant Agreement is funded with funds from the _____, neither _____ nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier Subagreement or subcontract. No Agreement between _____ and Recipient is established by this Agreement. All communications regarding this Agreement must be directed to _____ and not to _____.

3. Purpose of the Agreement

3.1 The purpose of this Agreement is to define the relationship between _____ and Recipient with respect to the implementation of the Programme as funded by _____.

3.2 Recipient and _____ affirm that they are both autonomous organisations, and agree to work together to implement the objectives of the Programme through the performance of each organisation’s responsibilities as outlined in this Grant Agreement. The Recipient is not the agent of _____ and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of _____ in any respect.

3.3 All applicable statutes and regulations in **Attachment G** (_____ Terms and Conditions) and **Attachment H** (_____ Standard Terms and Conditions) are incorporated as integral parts of this Grant Agreement.

4. Responsibilities of the Recipient

4.1 The Recipient shall conduct the activities and provide the deliverables/tasks as set forth in the Programme Description in **Attachment A**, which is hereby incorporated and made a part of this Grant Agreement. Recipient agrees that all funding disbursed under this Grant Agreement shall be used exclusively towards the attainment of the proposed objectives.

5. Performance Period

5.1 The period of performance (the “**Term**”) for completion of work described in **Attachment A** begins from the effective date as indicated under Block 5 and continues through the end date as indicated under Block 6 on the Cover Page, unless the period of performance is extended by written modification to this Grant Agreement.

6. Amount and type of Grant Agreement

6.1 This is a Fixed Amount Award with a total agreement value (the “**Total Grant Amount**”) that shall not exceed the amount stated under Block 7 on the Cover Page, in accordance with **Attachment B**, Detailed Budget. _____ will not be liable for reimbursing the Recipient for any amount in excess of the Total Grant Amount, or outside of the Term.

7. Disbursement of Funds

7.1 Payment shall be made to the Recipient upon satisfactory completion, delivery, and acceptance by the _____ Technical Lead for this Grant Agreement of each milestone specified in the milestone payment schedule as provided in **Attachment C**. The _____ Technical Lead for this Grant Agreement is specified under Block 12 on the Cover Page, who may be changed by _____ at any time upon written notice.

7.2 The Recipient shall submit an original and two copies of a properly prepared invoice as provided in **Attachment D**, a copy of the deliverable, and the completed and signed Milestone Certification for the Milestone being billed as provided in **Attachment E**. Each invoice will be identified by the Award Number, specify the Milestone that is being billed, and the fixed amount associated with that Milestone. Payment shall be made within thirty (30) days after receipt of a proper invoice.

7.3 Recipient agrees to retain all receipts in the event that the receipts need to be audited by _____, _____, and any agents of _____ or the donor.

7.4 Unless notified otherwise, Payment to the Recipient will be made to the bank account specified in **Attachment F**. It is the Recipient’s responsibility to provide _____ with the correct banking information.

7.5 Recipient agrees to refund to _____ any amount paid to Recipient if later the milestone is determined to be incomplete or whose quality was compromised. Recipient must make such refund within fifteen (15) days of receipt of written notice that such amounts will not be accepted. Costs accepted are directly associated with the milestone as described in **Attachment C**.

7.6 Milestone Certifications that do not strictly comply with the terms and conditions of the Grant Agreement will be returned to Recipient for correction and resubmission. Partial payment will not be made, unless _____ determines in its absolute discretion on a case-by-case basis, that:

- a) it can appropriately identify a discrete portion of a noncompliant milestone for separate payment; and
- b) such an accommodation will not result in undue administrative burden or significantly hinder exercise of _____ Programme or fiscal monitoring responsibilities.

7.7 Upon submission of the claim for payment for the final milestone, the Recipient must certify in writing to the _____ Technical Lead that the Grant Agreement is completed and the Recipient will make no further claim against _____ after final payment. If the Recipient cannot certify to the completion of milestones, it shall be expected to make appropriate reimbursements to _____.

8. Monitoring and Evaluation

8.1 Recipient is responsible for managing and monitoring those activities for which it has responsibility under **Attachment A**, Programme Description. Recipient shall immediately notify _____ of any misuse, loss, or theft of funds or property funded under this Grant Agreement. In addition, _____ shall be promptly informed of problems, delays, or adverse conditions that may materially impair the ability of Recipient to satisfactorily achieve the deliverables of this Grant Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

8.2 _____ shall have the right to monitor and evaluate Recipient activity under this Grant Agreement, including site visits as appropriate, and have reasonable access to records or other information in order to assess such performance and compliance with this Grant Agreement.

9. Taxes and Duties

9.1 Recipient is responsible for all taxes, duties, license fees, payroll withholding and remittance, and other financial obligations of whatever nature, as may be levied under the Applicable Law, arising out of or relating to Recipient, Recipient's representatives, the activities, or any payments or other benefits made to or received by Recipient pursuant to, or otherwise in connection with, the making or performance of the Grant Agreement. The amount of all such taxes is deemed to have been included in the Subgrant amount.

10. Notices

10.1 Except as otherwise specifically provided under this Grant Agreement, all notices and other communications required or permitted hereunder to be given in writing shall be addressed as and directed to the person provided in Section 9.2 and Section 9.3. All notices shall be effective upon receipt. Either party shall have the right to change its contact person or address for notice hereunder by giving not less than thirty (30) days of notice to the other party.

10.2 - Recipient:

Name:
Title:
Address:
Tel:
Email:

10.3 - _____ (Prime Contractor)

Programmematic/Finance Matters:

Agreement Administration Matters:

11. _____ Terms and Conditions

11.1 The General Terms and Conditions governing this Grant Agreement are set forth in **Attachment G** and are hereby incorporated into this Grant Agreement.

12. Funder Terms and Conditions

12.1 This Grant Agreement is subject to the Funder Terms and Conditions applicable to _____ Prime Contract. Those provisions are set forth in **Attachment H** and are hereby incorporated into this Grant Agreement.

13. Special Conditions

13.1 _____ Statement of Priorities and Expectations: In line with Statement of Priorities and Expectations (Attachment J), throughout the life of this Agreement the Recipient must be able to demonstrate how they are meeting these expectations.

13.2 Intellectual Property Rights: Clause 21 of DFD terms and conditions (as per Attachment H) shall be deleted and replaced by the following provisions:

13.2.1 Any Reports or documents prepared or information or inventions produced by or on behalf of the Recipient relating to this agreement and all intellectual property rights therein shall be the property of the _____. The Recipient hereby assigns to the _____ all intellectual property rights in the above mentioned material generated by the Recipient in the performance of this Agreement and waives all moral rights relating to such materials.

14. Order of Precedence

14.1 Conflict between any of the clauses and attachments of this agreement shall be resolved by applying the following descending order of precedence:

- i.** Terms of Agreement (including special conditions)
- ii.** Attachment H - _____ Terms and Conditions
- iii.** Attachment G - _____ Terms and Conditions
- iv.** Attachment A - Programme Description
- v.** Attachment B/C - Detailed Budget & Milestone Payment Schedule.

15. Closeout

15.1 The parties release each other from any claims and liability, upon completion of the Agreement which entails a) submission and acceptance of Programme deliverable by _____, b) Disposition of Inventory/Equipment (if any), and c) by signing and accepting a closeout checklist as per Attachment I. Recipient agrees to complete Attachment I upon closeout or termination of this Agreement and submit it to _____ Grants Manager, listed in the notice section of this Agreement. _____ Grants Manager will then issue a final modification, closing this Agreement.

16. Signatures

16.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties are entitled to rely on a counterpart executed and delivered by facsimile to the same extent as a counterpart with an original signature.

ATTACHMENT A – PROGRAMME DESCRIPTION

More than 250 million children under age 5 in lower- and middle-income countries are at risk for not attaining their maximum developmental potential because they are stunted. Long-term consequences of poor early child development, inadequate maternal infant and young child feeding and poor water sanitation and hygiene practices include reduced cognitive performance, educational attainment, adult productivity and inter-generational poverty. _____ reduces chronic undernutrition (stunting) amongst children under age 5, and makes them smarter.

Funded by the _____, activities are being implemented in _____. _____ people live in these regions - including _____ stunted children.

_____ supports the Government of _____ and its National Multi-sectoral Nutrition Action Plan. We 1) strengthen multi-sectoral response to nutrition, 2) enhance optimal care practices for maternal, infant and young child nutrition; water, sanitation and hygiene; and early childhood development, and 3) increase the knowledge of pregnant women, caregivers, households, and community decision makers. _____ coordinates and strengthens multi-sectoral teams through technical working groups for nutrition, annual planning, quarterly support visits, training, and grants for multi-sectoral nutrition response. _____ also informs policy through lessons learned and operations research.

By _____, _____ will train 3,600 people including district nutritionists, community health workers, agricultural extension agents, community development officers and health facility workers. It will strengthen 50 civil society organisations in their ability to deliver integrated interventions that make a difference in the lives of women and children. Training will increase understanding of adolescent, maternal, and infant and young child nutrition; early childhood development; and WASH. Just as importantly, training will equip community health workers and other extension agents with the tools they need to change behaviors.

_____ project is implemented in _____ councils. However, phase one of project implementation took place in _____ councils. Phase 2 of project implementation is involving the remaining _____ councils and so far the project has supported all the _____ councils in planning and budgeting for nutrition for FY _____.

The responsibility of the sub-recipient during the period of this agreement shall be to:

1. To conduct quarterly District multi-sectoral Nutrition Steering Committee meetings by _____.
2. To conduct home visits and provide incentives to CHWs & CHW Supervisors.
3. To organise quarterly work plan review meetings by _____.
4. To conduct quarterly supportive supervision of community level activities planned to address reduction of stunting by _____.
5. To conduct quarterly supportive supervision to RCH health facilities by _____.
6. DNuO to conduct monthly meetings with CHW Supervisors by _____.
7. To conduct advocacy on appropriate child feeding practices through commemoration of the World Breastfeeding Week by _____.
8. To conduct community mobilisation to sensitise community in _____ wards on actions to reduce stunting and how to access support by _____.
9. Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____.
10. To conduct Positive Deviance/Hearth training

ATTACHMENT B – DETAILED BUDGET

_____ -SUPPORTED NUTRITION ACTIVITIES FOR _____ FOR FINANCIAL YEAR 2018/2019

<i>ACTIVITY</i>	<i>DESCRIPTION</i>	<i>ITEM</i>	<i>UNIT</i>	<i>QUANTITY</i>	<i>DAYS/T RIP</i>	<i>COST(T shs)</i>	<i>TOTAL</i>
1	To conduct quarterly District multi-sectoral Nutrition Steering Committee meetings by _____.	Refreshments	person		4	10,000	1,000,000
		Office consumables (pens, notebooks, markers, flip chart, solatape)	set		4	100,000	400,000
		Extra duty allowance to participants	person		4	30,000	3,000,000
		Refreshments	person		4	10,000	1,000,000
		Venue	room		4	100,000	400,000
		Extra duty allowances for cashier	person		4	30,000	120,000
		Police escort	person		4	20,000	80,000
		Communication allowance for DNuO	package		4	10,000	40,000

		Sub-Total Activity 1					6,040,000
2	To conduct home visits in order to influence behaviour change in MIYCAN, WASH, ECD by _____.	Monthly allowance to CHWs	person		12	15,000	33,840,000
		Supervisors Monthly Allowance	person		12	100,000	10,800,000
		Supervisors transport allowance per month	person		12	80,000	8,640,000
		Extra duty allowances for cashier	person		4	30,000	120,000
		Police escort	person		4	20,000	160,000
		Sub-Total Activity 2					
3	To organise Biannual work plan review meetings by _____	Refreshments	person		2	10,000	500,000
		Stationery	set		2	2,000	100,000
		Conference facilities	package		2	4,000	200,000
		Extra duty allowance	person		2	30,000	1,500,000
		Extra duty allowances for cashier	person		2	30,000	60,000
		Police escort	person		2	20,000	80,000

		Communication allowance for DNuO	package		2	10,000	20,000
		Sub-Total Activity 3					2,460,000
4	Conduct quarterly Multisectoral supportive supervision of community level activities planned to address reduction of stunting by _____	Extra duty to Multisectoral Team	person		32	30,000	5,760,000
		Extra duty to driver	person		32	20,000	640,000
		Diesel	liter		4	2,300	920,000
		Extra duty allowances for cashier	person		4	30,000	120,000
		Police escort	person		4	20,000	160,000
		Communication allowance for DNuO	package		4	10,000	40,000
		Sub-Total Activity 4					
5	To conduct quarterly Multisectoral supportive supervision to RCH health facilities by _____	Extra duty — average of one person per health facility per quarter	person		41	30,000	4,920,000
		Diesel	litre		4	2,500	1,000,000
		Driver	person		22	20,000	1,760,000
		Extra duty allowances for cashier	person		4	30,000	120,000

		Police escort	person		4	20,000	160,000
		Communication allowance for DNuO	package		4	10,000	40,000
		Sub-Total Activity 5					8,000,000
6	DNUO to conduct monthly meetings with CHWs Supervisors by _____	Extra duty for CHW supervisors	person		12	30,000	3,240,000
		Refreshments	person		12	10,000	1,320,000
		Fare	person		12	10,000	1,080,000
		Extra duty CHW Coordinator & DNUO	person		12	30,000	720,000
		Extra duty allowances for cashier	person		4	30,000	120,000
		Police escort	person		4	20,000	160,000
		Communication allowance for DNUO	package		4	10,000	40,000
		Sub-Total Activity 6					
7	To conduct advocacy on appropriate child feeding practices through commemoration of the World Breastfeeding Week by _____	Extra duty (DNUO and DRCHCo) & a member from DCDO's office	Person		10	30,000	900,000
		Extra duty driver	Person		10	20,000	200,000
		Diesel	litres		10		500,000

					2,500	
	Extra duty to cashier	person		1	30,000	30,000
	Police escort	person		1	20,000	40,000
	Sub-Total Activity 7					1,670,000
	BUDGET FOR PDH - _____	SUB ACTIVITY 10				
8	To conduct situation analysis and positive deviance inquiry			1		
		Extra duty to 1 WEO, 3 VEOs, and 6 hamlet leaders per village and 2 CHWs x 3 villages per Ward	person		20,000	560,000
				3		
		Per diem to Regional facilitator to closely supervise the situation Analysis and PDI	person		100,000	600,000
				4		
		Per diem to district level facilitator to closely supervise the situation Analysis and PDI	person		40,000	320,000
				1		
	Extra duty to 1 HFWs per village for supporting nutrition assessment	person			20,000	60,000
				2		
	Refreshments like big bottle of water & light snack	person			1,500	120,000

	Stationery including purchasing alkaline batteries for weighing scales	Lumpsum		1	300,000	300,000
	Per diem to driver	person		4	30,000	120,000
	Fuel for 1 government vehicle x 1 two-way trip per village	liter		3	2,500	375,000
	PDH Sub-Total Activity					2,455,000
To conduct PD/Hearth sessions to 2 villages by _____	Allowance to 6 CHWs, 2 CHW supervisors, 3 VEOs and 6 hamlet leaders per village to support Hearth sessions and home visits	person		4	20,000	2,320,000
	Per diem to 2 district facilitators to supervise the 12-day Hearth sessions x 4 sessions	person		3	40,000	5,760,000
	Extra duty to HFW to support weighing children during the 1st day, 12th day, 30th day and 90th day	person		3	20,000	240,000

Stationery including purchasing alkaline batteries for weighing scales (TSH 50,000 per village per quarter)	Set		4	50,000	600,000
Per diem to Regional Facilitator to closely supervise the re-weighing of children during 1st day, 12th day, 30th day and 90th day of the Hearth sessions	person		8	100,000	1,600,000
Per diem to 2 district level facilitators to closely supervise the re-weighing of children during 1st day, 12th day, 30th day and 90th day of the hearth sessions	person		2	40,000	160,000
Per diem to driver from district level	person		5	30,000	600,000
Fuel (one two-way trip per quarter per village destination x 3 villages)	liter		12	2,500	1,500,000
Police escort, one per quarter	person		4	20,000	160,000

		Cashier, one per quarter	person		4	30,000	120,000
		Sub-Total Activity 8					13,060,000
		PDH Training Total Budget					15,515,000
9	To conduct community mobilisation to sensitise community in 5 wards on actions to reduce stunting and how to access support (including support groups, health facilities, home visits, PDH, etc.) by	Extra duty (DNuO and a member from DCDO's office)	Person		2	30,000	120,000
		Extra duty (Community leaders- WEOs, VEOs)	Person		2	15,000	150,000
		Councilor	Person		2	30,000	60,000
		1 CHW supervisor + 16 CHWs + 2 CSO volunteers (maximum of 8 villages per ward)	Person		2	10,000	380,000
		Hiring sound system for conducting public announcement to pull crowd to the event and performing in an open space	Person		2	150,000	300,000
		Hiring cultural group to perform at an open space	Person		2	100,000	200,000
		Driver extra duty	person		2	20,000	40,000
		Diesel	litres		2		150,000

						2,500	
		Sub-Total Activity 9					1,400,000
10	Prepare Quarterly and Annual Report and submit to _____ & _____ by _____	Stationery	set		4	200,000	800,000
		Sub-Total Activity 10					800,000
	SUB GRAND TOTAL						
	GRAND TOTAL						
							103,765,000

ATTACHMENT C – MILESTONE PAYMENT SCHEDULE

MILESTONE PAYMENT SCHEDULE- _____					
Milestone 1	Milestone 1 Activities	Budget Required	Target	Deadline	Payment for Success
	FOG SIGNED	-	1 FOG		,000
	Milestone 1 Total	-			
Milestone 2	Milestone 2 Activities	Budget Required	Target	Deadline	Payment for Success
	To conduct quarterly district multisectoral nutritional steering committee meetings by _____				43,590,000
	To conduct home visits and provide incentives to CHWs & CHW Supervisors				
	To organise Biannual work plan review meetings by _____				
	To conduct quarterly multisectoral supportive supervision of community level activities planned to address reduction of stunting by _____				
	To conduct quarterly supportive multisectoral supervision to RCH health facilities by _____				
	DNuO to conduct monthly meetings with CHW Supervisors by _____				
	To conduct advocacy on appropriate child feeding practices through commemoration of the World Breastfeeding Week by _____				
	Pd healthy Training				
	Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____				
	Milestone 2 Total				
Milestone 3	Milestone 3 Activities	Budget Required	Target	Deadline	

To conduct quarterly district multisectoral nutritional steering committee meetings by _____				400,000
To conduct home visits and provide incentives to CHWs & CHW Supervisors				
To organise Biannual work plan review meetings by _____				
To conduct quarterly supportive supervision of community level activities planned to address reduction of stunting by _____				
To conduct quarterly supportive multisectoral supervision to RCH health facilities by _____				
DNUO to conduct monthly meetings with CHW Supervisors by _____				
To conduct community mobilisation to sensitise community in 5 wards on actions to reduce stunting and how to access support by _____				
Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____				
Milestone 3 Total				

ATTACHMENT D – INVOICE TEMPLATE

MILESTONE 1 INVOICE					
Name of LGA or RS:				Invoice #:	
Project Name:				Date:	
To:					

Milestone #	Description of Milestone	Amount (TSH)
1	FOG Signed	
TOTAL AMOUNT DUE FOR MILESTONE 1:		

The Certificate of Completion of Milestone must be included with this invoice.

The undersigned hereby certifies:

- 1) that the Programme funds have been used solely for the purposes of the Agreement in accordance with its terms and conditions
- 2) that all requirements called for in this Agreement as of the date of this invoice have been met
- 3) if this invoice is for the final milestone, the recipient certifies that the Agreement is completed and the recipient will make no further claim against _____ after final payment
- 4) amounts included in each invoice must represent the total cost of the milestone that has been achieved. No partial payments will be made for partially delivered milestones.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

ATTACHMENT D – INVOICE TEMPLATE

MILESTONE 2 INVOICE				
Name of LGA or RS:			Invoice #:	
Project Name:			Date:	
To:				

Milestone #	Description of Milestone	Amount (TSH)
1	To conduct quarterly district multisectoral nutritional steering committee meetings by _____	
2	To conduct home visits and provide incentives to CHWs & CHW Supervisors	
3	To organise Biannual work plan review meetings by _____	
4	To conduct quarterly multisectoral supportive supervision of community level activities planned to address reduction of stunting by _____	
5	To conduct quarterly multisectoral supportive supervision to RCH health facilities by _____	
6	DNUO to conduct monthly meetings with CHW Supervisors by _____	
7	To conduct advocacy on appropriate child feeding practices through commemoration of the World Breastfeeding Week by _____	
8	Positive Deviance/Hearth Training	
9	Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____	
TOTAL AMOUNT DUE FOR MILESTONE 2:		

The Certificate of Completion of Milestone must be included with this invoice.

The undersigned hereby certifies:

- 1) that the Programme funds have been used solely for the purposes of the Agreement in accordance with its terms and conditions
- 2) that all requirements called for in this Agreement as of the date of this invoice have been met
- 3) if this invoice is for the final milestone, the recipient certifies that the Agreement is completed and the recipient will make no further claim against _____ after final payment
- 4) amounts included in each invoice must represent the total cost of the milestone that has been achieved. No partial payments will be made for partially delivered milestones.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

ATTACHMENT D – INVOICE TEMPLATE

MILESTONE 3 INVOICE				
Name of LGA or RS:			Invoice #:	
Project Name:			Date:	
To:				

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Milestone #	Description of Milestone	Amount (TSH)
1	To conduct quarterly district multisectoral nutritional steering committee meetings by _____	
2	To conduct home visits and provide incentives to CHWs & CHW Supervisors	
3	To organise Biannual work plan review meetings by _____	
4	To conduct quarterly supportive supervision of community level activities planned to address reduction of stunting by _____	
5	To conduct quarterly supportive multisectoral supervision to RCH health facilities by _____	
6	DNUO to conduct monthly meetings with CHW Supervisors by _____	
7	To conduct community mobilisation to sensitise community in _____ wards on actions to reduce stunting and how to access support by _____	
8	Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____	
TOTAL AMOUNT DUE FOR MILESTONE 3:		

The Certificate of Completion of Milestone must be included with this invoice.

The undersigned hereby certifies:

- 1) that the Programme funds have been used solely for the purposes of the Agreement in accordance with its terms and conditions
- 2) that all requirements called for in this Agreement as of the date of this invoice have been met
- 3) if this invoice is for the final milestone, the recipient certifies that the Agreement is completed and the recipient will make no further claim against _____ after final payment
- 4) amounts included in each invoice must represent the total cost of the milestone that has been achieved. No partial payments will be made for partially delivered milestones.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

ATTACHMENT E – MILESTONE CERTIFICATION TEMPLATE

CERTIFICATE OF COMPLETION OF MILESTONE 1

Project Name:
Prime Contract No:
Funder:
Recipient:
Grant Agreement No.:

Deliverable #	Description of Deliverable(s)
1	FOG Signed

This document is to certify that the above described deliverable(s) under the _____ Project in _____ has/have been completed and delivered in accordance with Grant Agreement # _____ and we seek your concurrence. If there are any outstanding issues or concerns that have not been addressed, please alert the Recipient Technical Lead of our organisation for this project as soon as possible.

Signed: _____
Typed Name: _____
Title: _____
Date: _____

*****Below this line for _____ use only*****

Date Received by _____:	
_____ Acceptance of Certificate:	Yes / No. If "No", provide written explanation here and issue feedback to partner.
_____ Authorised Signature:	
Name:	
Date of Signature	

ATTACHMENT E – MILESTONE CERTIFICATION TEMPLATE

CERTIFICATE OF COMPLETION OF MILESTONE 2

Project Name:
Prime Contract No:
Funder:
Recipient:
Grant Agreement No.:

Deliverable #	Description of Deliverable(s)
1	To conduct quarterly district multisectoral nutritional steering committee meetings by _____
2	To conduct home visits and provide incentives to CHWs & CHW Supervisors
3	To organise Biannual work plan review meetings by _____
4	To conduct quarterly multisectoral supportive supervision of community level activities planned to address reduction of stunting by _____
5	To conduct quarterly multisectoral supportive supervision to RCH health facilities by _____
6	DNUO to conduct monthly meetings with CHW Supervisors by _____
7	To conduct advocacy on appropriate child feeding practices through commemoration of the World Breastfeeding Week by _____
8	Positive Deviance/Hearth Training
9	Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____

This document is to certify that the above described deliverable(s) under the _____ in _____ has/have been completed and delivered in accordance with Grant Agreement # _____ and we seek your concurrence. If there are any outstanding issues or concerns that have not been addressed, please alert the Recipient Technical Lead of our organisation for this project as soon as possible.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

*****Below this line for _____ use only*****

Date Received by _____:	
_____ Acceptance of Certificate:	Yes / No. If "No", provide written explanation here and issue feedback to partner.
_____ Authorised Signature:	
Name:	
Date of Signature	

ATTACHMENT E – MILESTONE CERTIFICATION TEMPLATE

CERTIFICATE OF COMPLETION OF MILESTONE 3
--

Project Name:
Prime Contract No:
Funder:
Recipient:
Grant Agreement No.:

Deliverable #	Description of Deliverable(s)
1	To conduct quarterly district multisectoral nutritional steering committee meetings by _____
2	To conduct home visits and provide incentives to CHWs & CHW Supervisors
3	To organise Biannual work plan review meetings by _____
4	To conduct quarterly supportive supervision of community level activities planned to address reduction of stunting by _____
5	To conduct quarterly supportive multisectoral supervision to RCH health facilities by _____
6	DNUO to conduct monthly meetings with CHW Supervisors by _____
7	To conduct community mobilisation to sensitise community in 5 wards on actions to reduce stunting and how to access support by _____
8	Prepare quarterly and annual reports and invoices and submit to _____ and _____ by _____

This document is to certify that the above described deliverable(s) under the _____ in _____ has/have been completed and delivered in accordance with Grant Agreement # _____ and we seek your concurrence. If there are any outstanding issues or concerns that have not been addressed, please alert the Recipient Technical Lead of our organisation for this project as soon as possible.

Signed: _____

Typed Name: _____

Title: _____

Date: _____

*****Below this line for _____ use only*****

Date Received by _____:	
_____ Acceptance of Certificate:	Yes / No. If "No", provide written explanation here and issue feedback to partner.
_____ Authorised Signature:	
Name:	
Date of Signature	

ATTACHMENT F – RECIPIENT BANKING INFORMATION

Payments to the Recipient under this Grant Agreement will be made to the following bank account:

Bank Name:	
Branch Name:	
Branch Address:	
Account Name:	
Account Number:	
Swift Code:	

A. INDEPENDENT ENTITIES

The Parties recognise that this Grant Agreement does not create any actual or apparent agency, partnership, joint venture, franchise or relationship of employer and employee between the Parties. The Parties expressly disclaim any agency, partnership, joint venture, franchise or relationship of employer and employee between them, agree that they are acting solely as autonomous entities hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. The Recipient is not authorised to enter into or commit _____ to any agreements of any kind, and the Recipient shall not represent itself as the agent or legal representative of _____.

B. PROHIBITION AGAINST CORRUPTION

The Recipient and its representatives shall not commit or appear to commit any corrupt (including offering, giving, receiving or soliciting anything of value to influence the actions of any public official) or fraudulent (including misrepresentation of facts to influence a procurement practice) action or practice.

C. GRATUITIES/KICKBACKS

No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by Recipient or by any agent, representative, affiliate or Recipient of Recipient to any officer or employee of _____ customer or _____. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under this Agreement or any other agreement with _____. _____ may, by written notice to Recipient, immediately terminate the right of Recipient to proceed under this Agreement if it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Recipient, or by any agent or representative of Recipient, to any officer or employee of _____ customer or _____.

D. PROHIBITION AGAINST TERRORIST FINANCING

The Recipient must not engage in transactions with, or provide resources or support to, individuals and organisations associated with terrorism. In addition, the Recipient must verify that no support or resources are provided to individuals or entities identified in lists promulgated by the _____, the _____, and the _____. This

provision must be included in all lower tier agreements issued under this Grant Agreement.

E. CODE OF CONDUCT FOR THE PROTECTION OF BENEFICIARIES OF ASSISTANCE FROM SEXUAL EXPLOITATION AND ABUSE

As a condition of this Grant Agreement, the Recipient agrees to adhere to a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations conducted hereunder consistent with the six core principles listed below set forth by the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises:

- a) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
- b) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.
- c) Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- d) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- e) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, he or she must report such concerns via established agency reporting mechanisms.
- f) Humanitarian workers are obliged to create and maintain an environment that prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.

F. PROHIBITION AGAINST TRAFFICKING IN PERSONS

_____ is authorised to terminate this Grant Agreement if the Recipient or its employees, or any of its respective lower tier grantees or their employees, engage in any of the following conduct:

- 1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organised Crime) during the period of the Award;
- 2) Procurement of a commercial sex act during the period of the Award; or
- 3) Use of forced labor in the performance of this Sub-Contract Agreement.

For purposes of this Clause, “*employee*” means an individual who is engaged in the performance of this Grant Agreement as a direct employee, consultant or volunteer of the Recipient or any of its respective Recipient s.

The Recipient must include in all agreements, including subawards and contracts, a provision prohibiting the conduct described in this Clause.

G. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS

_____ reserves the right to terminate this Grant Agreement, to request a refund or take measures if Recipient is found to have been convicted of a narcotic offence or engaged in drug trafficking activities.

H. CORRUPTION, COMMISSION, DISCOUNTS, AND FRAUD

The Recipient warrants and represents to _____ that neither the Recipient nor any of the Recipient’s personnel:

- has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any agreement or for showing or forbearing to show favor or disfavor to any person or entity in relation to any agreement; or
- has entered into any agreement in connection with which commission has been paid or agreed to be paid by or to the Recipient or Recipient’s Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to _____, whose written consent was subsequently given to such payment.

Neither the Recipient nor any of the Recipient’s Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Grant Agreement.

The Recipient undertakes that neither the Recipient nor the Recipient’s Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Recipient of its obligations under the Grant Agreement and shall immediately notify _____ of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

I. ORGANISATIONAL CONFLICT OF INTEREST

Neither the Recipient nor any of the Recipient’s Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Grant Agreement.

The Recipient and the Recipient’s Personnel shall notify _____ immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

The Recipient further agrees to insert provisions which will conform substantially to the language of this clause in any lower-tier grant or subgrant arising out of this Grant Agreement.

J. PUBLICITY AND MEDIA COMMUNICATION

All inquiries from media representatives to the Recipient or its personnel providing support under a _____ activity must be facilitated by _____. Recipient or its personnel may not refer to _____ or its funders or projects in any way without written authorisation. No one, other than the individuals designated in advance by _____, is authorised to represent _____ to the media.

K. CONFIDENTIAL INFORMATION

During the term of the Grant Agreement, the Recipient and its employees may receive or have access to information that is confidential and proprietary to _____. Confidential information may be used by Recipient or its employees to perform its obligations under the Grant Agreement. Recipient will take reasonable care to protect the confidential information and will notify _____ if its confidential information has been disclosed. This provision will survive termination of this Grant Agreement for a period of three (3) years at which time Recipient either will

return or destroy any copies of confidential information.

All work under this Grant Agreement shall be performed by Recipient employees, and none of the work shall be subcontracted.

L. CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY.

Recipient is free to copyright any books, publications, or other materials developed in the course of or under this project. However, _____ shall have the exclusive and irrevocable right to reproduce, publish, or otherwise use the results of Recipient's intellectual activity free-of-charge and also allow third parties to use the results of Recipient's activity. Recipient shall provide _____ and _____ with copies of all published works and audio and video materials developed under the project.

M. LIABILITY AND INDEMNIFICATION

Recipient assumes liability for all loss, damage, cost and expense arising out of or in any way connected with Recipient's breach of warranty or representation or actions in connection with the operation or performance of, or the failure to perform, any duty, obligation, or activity on the part of Recipient, its directors, contractor(s), Recipient (s), agent(s), or employee(s) in connection with its responsibilities as specified in this Agreement, the Attachments, and any amendments thereto.

Recipient further agrees to defend, indemnify and hold _____, and all of the directors, officers, agents and employees of _____ harmless from all loss, damage, cost and expense, including all reasonable attorneys' fees, incurred by _____ or arising from or in any way connected with Recipient's breach of warranty or representation or actions in connection with the operation or performance of, or failure to perform, any duty, obligation, or activity on the part of Recipient, its Recipient (s), agent(s), or employee(s) in connection with this Grant Agreement.

Recipient shall comply with all applicable national, local, and international laws, including those of the U.S., and any country, state or locality where the activities under the Grant Agreement will be performed. Such laws include all statutes, decrees, ordinances, administrative orders, rules, regulations, and other directives, policies and instructions with binding legal effect that relate to or affect the Grant Agreement and/or the activities to be performed under this Grant Agreement.

Recipient shall be solely responsible for payment of all costs of such compliance. In addition, Recipient shall obtain and maintain in a timely and effective manner all licenses, permits, registrations and/or governmental (whether national, local, U.S. or international) approvals necessary to successfully implement the activities.

N. FORCE MAJEURE

Where the performance by the Recipient of their obligations under this Grant Agreement is delayed, hindered or prevented by an event or events beyond the reasonable control of the Recipient and against which an experienced Recipient could not reasonably have been expected to take precautions, the Recipient shall promptly notify _____ in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Grant Agreement.

Force majeure that could prevent Recipient from performing any its obligations hereunder could include, without limitation, strikes, lockouts, unavailability, shortages or delays in delivery of material or equipment, acts of God, or any statute, regulation or rule of the Federal, any state or local government, or any agency thereof, now or hereafter in force.

From the date of receipt of notice, _____ may, at its sole discretion, either suspend this Grant Agreement for up to a period of thirty (30) days ("the Suspension Period") or terminate this Grant Agreement forthwith. If by the end of the Suspension Period the parties have not agreed to a further period of suspension or reinstatement of the Grant Agreement, this Agreement shall terminate automatically.

O. DISPUTE RESOLUTION

The Parties shall attempt to resolve all claims, disputes and other matters in question between _____ and Recipient arising out of or relating to this Grant Agreement or the breach, suspension, or termination thereof by good faith negotiations. Those that are not resolved through negotiations shall proceed to arbitration. Jurisdiction and venue for all disputes arising under or relating in any way to this Recipient shall lie in the State and Federal courts located in Washington, D.C. and any arbitration shall be conducted in the English language. Recipient expressly agrees to waive objection to jurisdiction in Washington, D.C. The arbitrator(s) shall have the discretion to hear and determine at any stage of the arbitration any issue asserted by any Party to be dispositive of any claim or counterclaim, in whole or part, in accordance with such procedure as the arbitrator(s) may deem

appropriate, and the arbitrator(s) may render an award on such issue. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof.

P. MODIFICATION

This Grant Agreement may only be modified by issuance of a formal written Agreement Modification Notice signed jointly by authorised agents representing _____ and the Recipient.

Q. TERMINATION AND SUSPENSION

a. Termination

_____ may terminate this Grant Agreement in whole or in part, at any time, and for any reason, by providing thirty (30) calendar days written notice of the effective date of the suspension or termination to the grantee. _____ shall reimburse Recipient for allowable costs incurred up to and including the effective date of termination. Except as otherwise provided in this paragraph, in the event of the termination of this Grant Agreement, _____ shall have no further liability of any kind to Recipient.

b. Allowability of Costs at Termination

Costs to Recipient resulting from obligations incurred by Recipient after notice of termination are not allowable unless _____ expressly authorises them. Costs to Recipient resulting from obligations incurred by Recipient after notice of termination which are necessary and not reasonably avoidable are allowable if (1) the costs result from obligations which were properly incurred by Recipient before the notice of termination, are not in anticipation of it, and in the case of a termination, are not cancellable; and (2) the costs would be allowable if the Grant Agreement were not terminated or if the Grant Agreement expired normally at the end of the Term.

c. Settlement of Funds

Upon termination of this Grant Agreement according to any paragraph in the Termination clause, within thirty (15) days after termination, Recipient shall return to _____ any funds that have not been expensed or that are not otherwise obligated under a legally binding agreement.

d. Suspension

_____ may suspend this Grant Agreement for any one of the following reasons:

- Suspected loss, damage and/or misuse of resources by Recipient or its agents;
- Conditions exist that cause unjustifiable risk(s) to persons, property or resources;
- Recipient's failure to meet reporting requirements under this Grant Agreement;
- Breach by Recipient of any provision of this Grant Agreement;

- Recipient becomes insolvent or bankrupt; or
- Force Majeure

If _____ determines that suspension is necessary for any of the above reasons, it shall provide to Recipient written notice stating the effective date of the suspension with an explanation of the grounds for suspension. Upon receipt of such notice, Recipient shall immediately cease expending any funds under this Grant Agreement, and it shall safeguard and/or return Programme assets and funds in its possession during the period of suspension, in accordance with _____'s instructions. The Parties agree to meet as soon as possible to try to resolve the issue causing such suspension.

R. GOVERNING LAW

This Grant Agreement shall be governed by, and construed under, the laws of Washington DC, USA (without reference to the conflicts of laws rules thereof).

S. ASSIGNMENT AND LOWER TIER SUBGRANT

The Recipient shall not transfer, assign, subcontract or sub-award any or all of its interest in this Grant Agreement without the prior written consent of _____. Any transfer, assignment, subcontracting or sub-agreement made by the Recipient in violation of this Grant Agreement shall be null and void.

All terms and conditions of this Grant Agreement shall be binding upon the Parties hereto, their personal representatives, and successors and approved assigns.

T. ENTIRETY OF AGREEMENT

This Sub-Contract Agreement contains the entire agreement of the Parties related to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not included herein shall be of any force or effect.

U. SEVERABILITY

If any one or more provisions of this Grant Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

V. HEADINGS

Any headings in this Sub-Contract Agreement are for convenience of reference only and are not to be taken into consideration in the interpretation hereof.

W. WAIVER

The failure by _____ to invoke or enforce any provision of the Grant Agreement shall in no way be considered a waiver of such provisions or in any way affect the validity of the Grant Agreement.

X. RECORD RETENTION AND ACCESS

The grantee will maintain books, records, documents, Programme and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Grant

Agreement. These records will be subject at all reasonable times to monitoring, inspection, review or audit by authorised employees or agents of _____ or its funding sponsor. The Recipient will retain all such records concerning this grant for a period of three (3) years after the submission of the final financial report, unless a longer period is specified in the specific terms and conditions of the Grant Agreement. If any litigation, claim or audit is started before the expiration date of this three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

ATTACHMENT H – _____ STANDARD TERMS AND CONDITIONS

_____ STANDARD TERMS AND CONDITIONS IS INCLUDED AS A SEPARATE ATTACHMENT

ATTACHMENT I – CLOSEOUT CHECKLIST

Fixed Obligation Grant Agreement

_____’S **PRIME CONTRACT:**

PRIME CONTRACT NO:

PRIME CONTRACT PERIOD OF PERFORMANCE:

RECIPIENT NAME: _____

GRANT AGREEMENT NO: _____

TYPE OF GRANT AGREEMENT: FIXED OBLIGATION GRANT

GRANT AGREEMENT PERIOD OF PERFORMANCE: _____

LAST GRANT AGREEMENT AMENDMENT NO.: _____

FILE REVIEW

- FULLY SIGNED AND COMPLETE CONTRACT ON FILE**
- ALL AMENDMENTS ARE FULLY EXECUTED AND ON FILE**
- ALL REQUIRED CERTIFICATIONS AND FUNDER CLEARANCES ON FILE**
- SUPPORTING DOCUMENTATION IN PLACE (INCLUDING CHECKLISTS, INTERNAL REVIEW NOTES, PRE-AWARD REVIEWS, AUDITS)**

TECHNICAL/PROGRAMME

- COMPLETED ALL REQUIREMENTS, TERMS AND CONDITIONS PER FOG AGREEMENT**
- COMPLETED AND ACCEPTED ALL REQUIREMENTS OF THE REPORTS PROVISION STATED IN THE FOG AGREEMENT**
- REQUIRED DELIVERABLES SUBMITTED (INDICATE WHAT)**

EQUIPMENT

(“EQUIPMENT” MEANS ANY EQUIPMENT, COMPUTER HARDWARE OR SOFTWARE, MATERIALS, GOODS AND VEHICLES AND ASSOCIATED SERVICES NECESSARILY REQUIRED FOR THE IMPLEMENTATION OF THE SERVICES, WHICH THE RECIPIENT CANNOT REASONABLY BE EXPECTED TO PROVIDE, WHICH ARE FINANCED OR PROVIDED BY _____ FOR USE BY THE RECIPIENT).

WAS THERE EQUIPMENT PURCHASED UNDER AGREEMENT?

YES NO

ARE THE OWNERSHIP IN EQUIPMENT VESTED IN _____ AND ARE CLEARLY MARKED?

YES NO

THE RECIPIENT SHALL HAVE AN UP-TO-DATE INVENTORY OF THE EQUIPMENT, ITS CONDITION AND LOCATION AND SUCH INVENTORY AVAILABLE TO _____ IMMEDIATELY ON REQUEST.

YES NO

THE RECIPIENT NOTIFIED _____ IMMEDIATELY WHEN RECIPIENT BECAME AWARE OF ANY LOSS OF OR DAMAGE TO EQUIPMENT.

YES NO

EQUIPMENT DISPOSITION PLAN RECEIVED

FUNDER APPROVAL OF EQUIPMENT DISPOSITION PLAN ON FILE

DOES THE RECIPIENT INTEND TO USE THIS ON OTHER _____ FUNDED PROJECTS?

YES NO

INTELLECTUAL PROPERTY RIGHT

(Any Reports or documents prepared or information or inventions produced by or on behalf of the Recipient relating to this agreement and all intellectual property rights therein shall be the property of _____).

REPORT, DOCUMENTS, INFORMATION, INVENTIONS PRODUCED UNDER THIS GRANT AGREEMENT ARE DISPOSITION PLAN RECEIVED

CLOSEOUT AMENDMENT | FINAL PROJECT LETTER (AS NEEDED)

FULLY EXECUTED BY BOTH PARTIES

RELEASE OF CLAIM AND RESPONSIBILITY SIGNED BY RECIPIENT

ATTACHMENT J - _____ STATEMENT OF PRIORITIES AND EXPECTATIONS

Whenever the term "Supplier" is used in this section, "Recipient" shall be substituted.

This Statement sets out the expectations that _____ has of its suppliers. Standard elements of good business practice should also be applied. This Statement focuses on expectations that are particularly relevant to _____ and is intended to reach and be applied by all members of the supply chain.

DFI D expects its suppliers to:

1) **Improve Value for Money** - demonstrate and continually strive to improve value for money in all that they do.

This means:

- a. Actively seeking to demonstrate and maximise results, and reduce costs through the life of the contract.
- b. Pricing appropriately and honestly to reflect Programme requirements and risks.
- c. Proactively pursuing continuous improvement to reduce waste and improve efficiency across their organisation and the wider supply chain.
- d. Earning fair but not excessive rewards.

2) **Act with Professionalism and Integrity** - operate and behave responsibly in conducting business.

This means:

- a. Being honest and realistic about capacity and capability when bidding.
- b. Engaging sub-contractors in a way that is consistent with _____ treatment of its own suppliers not only when bidding but also in subsequent contract delivery, and demonstrating this to _____ where required.
- c. Applying a zero tolerance approach to corruption and fraud, with top-quality risk management.
- d. Working collaboratively to build professional business relationships, including with _____ staff.
- e. Acting in a manner which supports the development of a mature business relationship with _____.
- f. Demonstrating clear, active commitment to Corporate Social Responsibility.

3) **Deliver Transparency** - implement an open book approach, allowing and using scrutiny to learn and drive improvement.

This means:

- a. Being transparent about costs to enable better decision making on value for money choices.
- b. Publishing information to show how and where _____ funding is being used and the results achieved.

4) **Be Accountable** - take responsibility for ensuring the consistent delivery of high performance.

This means:

- a. Applying pricing structures that align payments to results and reflect a more balanced sharing of performance risk.
- b. Expecting to be held to account for delivery and accepting responsibility for their role, including being honest when things go wrong so that lessons can be learned.

5) Align with _____ - recognise _____ priorities and proactively reflect and support these in their work.

This means:

- a. Applying a strong emphasis on building local capacity by proactively seeking ways to develop local markets and institutions and avoiding the use of restrictive exclusivity agreements.
- b. Being able to operate widely across _____ priority countries, including in fragile and conflict affected states.
- c. Openly sharing and transferring innovation and knowledge of what works to maximise overall development impact.
- d. Accepting we work in challenging environments and acting to manage uncertainty and change in a way which protects value for money.
- e. Reflecting _____ international development goals and tangibly demonstrating their commitment to poverty reduction.
- f. Proactively supporting and implementing wider HM Government policy initiatives e.g. SMEs, Apprenticeships, prompt payment, supporting economic growth.