

Grant General Guidelines (GGG)

Terms & Conditions

Applicable to Approved Small Grants and Signing of Grant Award Document (GAD)

Definitions

- 1) “**Project**” means the project described in Schedule 1 of the Grant Award Document (GAD).
- 2) “**Grant Budget**” means the budget for the Project set forth in the approved proposal.
- 3) “**Effective Date**” means the date the GAD is signed by the Fund, which is the date from which the Recipient has the right to incur Eligible Expenditures.
- 4) “**Project Completion Date**” means the date on which the implementation of the Project is to be completed. It is the estimated date of project completion as stated by the Recipient.
- 5) “**Grant Closing Date**” means the date six (6) months after the Effective Date of the GAD.
- 6) “**Project Implementation Period**” means the period beginning on the Effective Date and ending on the Project Completion Date.
- 7) “**Bank Account Information**” means a form prepared by the Recipient at the time of submitting Grant Proposal and mentioned in Schedule 2 of GAD.
- 8) “**Coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or its property, or persons closely related to a party, to improperly influence the actions of that party.
- 9) “**Collusive practice**” means an arrangement between two or more entities without the knowledge of a third party, designed to improperly influence the actions of the third party;
- 10) “**Corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party;
- 11) “**Eligible Expenditures**” means expenditures eligible to be financed under the Grant. Such expenditures must satisfy all of the following requirements: they must (a) meet the reasonable cost (b) excluding Taxes of (c) goods, works or services (d) required for the Project (e) in accordance with the Project Budget (f) and must magnify the expertise and experience of U.S. exchange alumni through programs that strengthen people-to-people ties, promote new Pakistani voices and leaders, advance the public good, and promote community as approved by the Fund.
- 12) “**Fraudulent practice**” means any action intended to deceive another party in order to improperly obtain a financial or other benefit or avoid an obligation;

Implementation

The Recipient shall implement the Project in order to accomplish the Goals and Objectives set forth in grant proposal. The Recipient shall implement the Project (i) with due diligence and efficiency; (ii) in conformity with appropriate administrative, engineering, financial, economic, operational, environmental, technical and research practices; (iii) in accordance with the Project Description and Project Budget; and (iv) otherwise in accordance with the GAD. The Recipient shall exercise the same care in the administration of the Grant as it exercises in the administration of its own funds, having due regard to economy and efficiency and the need to uphold the highest standards of integrity in the administration of public funds, including the prevention of fraud and corruption.

Disbursement of the Grant

The Grant shall be disbursed in installment(s) in the amounts set forth after the approval of a Grant in Description (Schedule 1) of GAD. The first installment shall be disbursed after signing of document whereas next installments shall be disbursed after the Recipient provides satisfactory form of report to the Fund.

Project Duration

Project duration can vary depending on goals but must not exceed more than 6 months from the Effective Date of the GAD.

Procurement

Procurement of goods, works and services required for the Project shall be carried out in a cost-conscious and effective manner. The procedures to be used by the Recipient for procurement related to the Project, have been approved in advance by the Fund and which cannot be materially altered without the prior approval of the Fund.

Project Reports

Project reports shall be submitted in congruent to the duration of the Project. During the Project Implementation Period, the Recipient shall submit to the Fund a Progress Report (**Form ASG-FR-0012**) describing the quantitative and qualitative progress achieved on the Project. Each Progress Report shall be accompanied by a Statement of Expenditure covering the preceding period as prescribed by the Fund and expenditure receipts.

Final Report

As soon as possible after the Project Completion Date, but in no event later than 2 weeks of the Project Completion Date, the Recipient shall provide the Fund with a Final Report (**Form ASG-FR-06**) consisting of complete narrative and financial part along-with expenditure receipts.

Suspension

The Fund may put on hold, in whole or in part, the right of the Recipient to incur Eligible Expenditures and/or receive disbursements of the Grant if (i) the Recipient has failed to perform any of its obligations under the GAD (ii) credible allegations of coercive corrupt, fraudulent, collusive or coercive practices in connection with the Recipient and/or the Project have come to the attention of the Fund; or (iii) the Fund has determined that a situation has arisen which may make it improbable that the Project can be carried out successfully. Such suspension shall continue until (i) the Fund is satisfied that the reason for the suspension no longer exists, or (ii) the Fund decides to terminate the GAD in accordance with paragraph 6.9.

Termination

The Fund may terminate the Grant early if (i) the Recipient fails to provide all documentation required for disbursement of the first installment of the Grant within four (4) weeks of the Effective Date; (ii) the Recipient has materially failed to perform any of its obligations under the GAD; (iii) credible allegations of corrupt, fraudulent, collusive or coercive practices in connection with the Recipient and/or the Project have come to the attention of the Fund and the Recipient has failed to take timely and appropriate action to address such allegations to the satisfaction of the Fund; or (iv) the Fund has determined that a situation has arisen which makes it improbable that the Project can be carried out successfully.

Liability beyond Termination

After the withdrawal of grant by the Fund, the Recipient shall have no right to receive any further disbursements of the Grant or other compensation from the Fund.

Monitoring and Evaluation

The Recipient shall facilitate all activities related to supervision, evaluation or review of the Project carried out by the Fund during the Project Implementation Period. Any such supervision, evaluation or review shall be carried out without any cost to the Recipient.

Records and Documents

The Recipient shall maintain records and documents adequate to reflect its operations related to the implementation of the Project until the Project Completion Date. The recipient shall retain and adequately store such records and documents during the Project Implementation Period and duly submit these documents with periodic reports.

Taxes

The proceeds of the Grant shall not be used for the payment of Taxes which are determined by the Fund to be excessive, discriminatory or otherwise unreasonable.

Refund

If (i) the Fund determines that any amount previously disbursed to the Recipient shall not be required to cover further payments for Eligible Expenditures; or (ii) the Fund determines at any time that any amount previously disbursed to the Recipient has not been exclusively used in accordance with the requirements of the GAD, the Recipient shall, promptly upon notice from the Fund, refund to the Fund such amount in the currency of payment.

Visibility and Rights of Reproduction and Distribution

Prior to the production of any written, audio-visual and/or information technology material connected with or resulting from the Project by the Recipient and intended for limited or general publication, the Recipient shall consult with the Fund regarding the form and substance of the acknowledgement of the Fund's role in supporting the Project. The Recipient hereby grants to the Fund the right to reproduce and distribute copies of such written, audio-visual and/or information technology material for non-commercial purposes without the need for any additional permission or approval of the Recipient.

Amendments

The GAD, including the Project Description (Schedule 1) and Bank Account Information (Schedule 2) may only be amended or otherwise modified in writing signed by both Parties.

No Agency or Liability

The Recipient shall implement the Project on its own behalf and has the exclusive responsibility for its implementation; it is understood that the provision of the Grant by the Fund shall in no way be construed as appointing the Recipient or any other person or institution involved in the Project as the agent or representative of the Fund; and the Fund shall not be liable for, and the Recipient shall hold the Fund harmless against, any claim for loss or damage arising in connection with the Project.

Privileges and Immunities

The personnel undertaking and responsible for implementing the Project, whether employed by the Recipient or not, shall neither be entitled to any privileges, immunities, compensation or reimbursement on behalf of the Fund nor shall they be allowed to incur any commitments or expenses on behalf of the Fund.

Decisions

The Fund's decisions will be final and the Grant may be terminated without any explanation and the final decision taken by the Fund cannot be challenged.

Communications

All notices, requests, reports, documents and other information and communications relating to the GAD, the Grant and Project, including the Progress Reports and Final Report, shall be in writing in the English language.