

DEED OF AGREEMENT

This agreement is made as of fat day of August Two Thousand Thirteen, vide Ref. No. 94 Delaster

Missister Jones Foundation (M.F.), House-47, Road, 35%, Guishen-2, Dhake 1212, Harquisteri

Management and Resources Development Initiative (MRDI), 8/19, Sir Synd Road (3" Roor), Stock-A.

at Title Deed of Agreement (hereinafter referred to as "agreement") is prepared, agreed and signed between 50th parties with the understanding that MRDI (PC) has agreed to work master to incorner the project "Promoting Citizen's Access to Information" on the

to. All communications and contacts regarding this project will be made through the Executive Director, Manusher Jorono Foundation (and or numerated person from MUF), House -4T, Road -35/A. Gushan -Z. Dhaka 1212. Bangladesh.

GENERAL CONDITIONS

Stratus of the Grant:

The frames assistance for the Project has been assessed by MJF under the following terms & considence

1.2

The approved MUF constitution for the project is Til. 1,81,81,720,00 (One cross eighty one last sinely on described in the Propert Propess, attached harnesits as Annay-1. The budget for the Propert industed in the Project propried constitutes an integral part of this agreement. However, the actual disjursement to the PC shall be limited to Til. 1,86,86,350,00 (One crore eightly lac eightly six thousand three hundred Heety) only and the remaining execute of Tis. 1,00,000.00/One lan five. thousand toolly will be asset to SLP for project Audit purposes. The PO must not speed any account of this speed for any purpose treated as a restricted fund and the PC shall use this fund exclusively for the project intra project transfer from MUF is restricted. In extreme cases, toen may be taken from other accross subject to MJF approval but must be through account payee charges or bank transfer, loan should be interest free and to be reharded also through the same process.

True Copy On principle II is agreed that the Grants sell be for a period of 3 (fives) years starting from 1th August. eatle the first offerentian for every individual year it resided based on the expenditure mend of the presumer year and the activity plan for the coming year.



- The Good fund will not be used to make the cost of regard or continue dynamics and written been
- The direct form will not be cased to meet the cost of any monoficial and exceedy unaccepted grown

Purp Distances et

MUF and make the funds for the Project evaluates provincements or advance to the PO as outcome. below, subsect to verification by M.P. on a review of financial dialements, progress reports, recogning

Yabre Turns & Goottons of Disturbaneous of Funds.

netelliners.	Amount in Table	Terms and Conditions of Disburgariant
P injustrani	To the year on (\$25), \$04-05). Budget of for species plan 20% of according to the confirmation of the conf	I. After approach DDA 2. Opening metalists of an expecte from mount for the protect or earlier purpose with submission of laine state left for off submission of laine state left for approximate submission with submission 5. Essawarding letter and soft forward for the DM country with numerous advances are submission of the formation of compares additional of India.
I" and subsequent	As you suproved and-forward served on separative budget.	Progress Report and Financial Statement of Pressure Openior with recommendate of commendations of NAS. Approved Call Puriods and Advisor Facility Reported
aer installerant	Th.595.654.59 190% of left qualities approved to the second travel on approved todays	Fragment Report and Framous Esterament of Previous Control with successful and surround authority of Nutf. Reported Cold Framount and Establish Plants Med Cold Reported Cold Survey (Inc. 10): amount of led suicitor's call framount of led suicitor's facilities.
Four universett infer	Outgoing futures if any ay per approad appendium report.	1 Approved flow most and many of the control of the

- MJF reserves the right to charge the installment parast or amount based on the impactions with resultatival friding, hand of And diligators or as per management decretion.
- The test financial reports and the protect completion report must be automited to NLF within one month ofter the and of this more of agreement. No olsows will be accepted afterwants:
 - Buffer advance should be mainture 25% of an average quarterly regulaters. Exceedings became will be adjusted with Wubsequest Inglaterest No.
- The remaining fact believe what complet bennester of the prosent repti be refunded to MAP within the following more MODE OF PAYMENT
- Cenerally MUF strail make the disturbanent of large for the Project to the PO on a quartery base (2)
- The Crist Executive (CE) or higher authorized person of the PD and approve the quarterly (I Murrily) frienced statements and progress reports of the PO and furnish the same to MAF by the 10" family sky of the following reports of the quarter together with a written estimated expenditure (call forward to the following quirter.
- MUT will statutes the quartery instalment (2 increits); when the review of financial algorithments and
- Milf and propers an account payers cheave or demand shaff? flowin banafur in the name of the PO.

March Account

- the PC will upon a secure rhead bearing account (probably 870-650 account; with a exhausted back, in the mate, of PO along with projects full name or according or may portious the expenditure of the Property
- The account should be operated to authorized joint equations from the PG. A lat of the authorized provided to MUT without frees days after opening the bank account and authorphist charge larger and rest and account total on during the project period. SAM shall be informed to acting promotelety of any change to the expensions, will a cardial lot of the test suffermed
- Marine account may be used for hard transfer sets, not be operations of project activity. It is not usual

AUTHORISATION OF EXPENDITURE

True Copy The authorized expressment or designated or eignatures of the PO will authorize any requests for aspenditure or procurement by the PO for the Project. At each requests must be supported by the

- Before making any payment, the PC shall ensure that the bit or visions is graperly approved recharged. The PC should make payment to the sendor through Appoint payee physics if is social to or more than TA, 15,000 (Time ten frousant) against the above programment of gross and services, fad it it is before TX. NZ (00) (Take for frougent pery) payment may be reade in cosh. All payments should be made to an authorized person assemble written recept.
- Will believe should be made by bank transfer M the individual employee. Advance against searc is not Absence against office seet from the project is discouraged. However, in an extreme case maximum
 - his murths rent could be given as advance which must be adjusted within the project particl. PROCUREMENT

- Procurement of any capital fame computer, vehicles, furnities, motorcurie, other office accurrents. atc.; shall be ready after gating a written approval from NUF for above take 10 005
- The PG about from a Procurement Committee (PRDC) consisting of at least two members ifto any purriage above TR. 10,000). The Chief Executive and Project Absolution should not be molubed in the programmed contrides. The PO can select member for the PROC from their other program if recover. The PROC will sent that recommendation to Chief Executive (CE) and CE or Notice described person will finally approve the programmed and he or site will retriev appropriate for all
 - The PO will follow their, man approved programmed policy and or procedures/manual/quideline for properties of upode and services of the project Housever the following herit and terms &

Amount	Source	Quatation	Mathed of Procurement
10 to TK 10,000	Open Market/ Entitled Vendors	18100	Dract purchase by Proprieters Officents-charge/Designers
TH. 10,007 - 55,000	Open Market' Enlisted Vendors	GE (Tett)	Open market purchase by PROC Po- ervaled ventor, purchase order should be sevent
TK. 90,009-2,00,000	Open Market/ Enlightd Vet-Sons	Tiene	Open market purchase to PROC For entated venetic purchase priter should be leaved.
ABOW TK. E.III.000	Open Warner Enland Verstors/Press Terolor	Trose	Through limited tender (sealed too) press sender, For all cases Purchase Order will be secured.

- The PG and Inform MEP is writing before living any remediant marketing steady about the appropers. Proper Leaffication of programs the name of sprautient should glob be extended pror to footballor, NUF will have T weeks to coming to the choos of consultant.
- 7.0 GOODS AND EQUIPMENT
 - Any non-consumptive terms of equipment purchased under the project with an initial value of BDT 3 (05) (Take Two Thousand 64V) or more positio with a useful life of more than one year is the properly of MJP and must not be changed, sold or stoposed of setting MJPs prox writer, approval. Any various, materizate, origins tout, surchasse under the Project shall be registered to the name of the PO PO straight streety expertance Meta-counterfulnities operation and maintenance procedure
- MUV deserves the right to fall-except handown the parametry of the passes of the project as and when mazers. If the assets is registered in the right of PO, it grad transfer the persenting to MUF or vice.
 - The PO shall mention and update anti-ventury register fol all equipment/vehicle and non-consumation more from a value of Tx 2, 000 00 (Taka Tab Housand only) and a work regular for companying tions surplesed under this Project, in case of non-consumpte tiens, tier number should be affect and a list should be prepared and keep options
- MJF stall be artified to impact the items. The inventory list and stock legions at any lime. The PO you'l safequart protect and ensure the proper use of the Perre, and the PO shall be responsible for with same quality and quarrily for any less, moude, damage or proceedings of or relating to the items.

- 5. Valuabilitions on Material Register should be necessarily the PC to show the actual use of

HOMESH RESCURCES.

- The Chief Electrical arguing that appearance on behalf of the PC shall make MUF or acting of the PCI.
- The PG will notly MAF before transferons/spotenge of Nance and progress food person of the
- The FIG and regardable amoning the staff is companient from the present with background in this resource from
- The PD start transact Spetial of Internal Passace for Staff and Executed Convention which describes

BODGETARY CONTROL

- The PCI alternative parties the budget in the Proper Proposal Library Triangulation of approved by MCF.
- A resistance of 10% burker resistanced may be allowed in the later allowant author changing the bollow time budget, in eleganic costs, writer approve must be obtained for expenditure exceeding
- departy and account that danning origing activities of the Prized and affecting the direct prized teneforens. After peting-witten approved from ALP, the continuous Lost shall be used.
- The coefficial provision kept in PG budget; son any be calculated and charged based on MALASTAN project start, not as per budget. The overhead is a puggint to need some indirect and unforeseen and of PO. Outmood Subset lies by conditions to barrely to Demon Fundblotter Account of the experiments but carried by taken in any particular manufact. BUT measures the right to chann the
- The come percentage of everywal your along the provided to the sub-percent in it receives (Ni from
 - Any balance of the Nation for the Project which is calcased at the end of the Project or on increasion great enters has placed and the first resistment of most phase in season of a further agreement for the Project with the PG and MuP, in shall be refunded by the PC to MUP with one month of
- The PG will use the Aures for the Project economists and efficiently in full consultance with the benefit If any requirement, resourcement, or resourced hard as depend by MAP or by an audit shaling for after the pierces for the Project and the PO late to publy the soul with sufficient resourable prounds
- If have of common programme cost with other propositions requestions the total budget restating
- Any part of distaurance or collection of recover from the staff or 2" party without cash mounterfallor or

HER ACCOUNTING

Account, viscories and all other discoveries consisting the expenditure or procurement for the It must years or on important by Mulf after the observe of the Project. Broke of Michael. such he True Copy stormals, tedgers, and contribute book, study to managed properly and should be possible for

- purchase order summore, content of purmous, payon, baveling expenses life, store requestors, Partners Financial and Operational Guidanne about the followed as basic principle. If any interest account on the funds for the Proteins, it should be account reflected in bank statement. GENDER SENSITIVITY The PO reads to make an effort to create and sloveling a Gender sunative environment in the If not already existing, the PO shall severing a Gentler putting within DE 1991 months after the Agreement has been agreed Hermanny quidence and assembne whill be provided by MaY. A
 - Proper reflection of pronomentation of Gender policy in Dispersionnel values, program approach and
- PCI shall have afformative installive for gender belance in the recruitment policy and in practice. At hold 30% to 30% staff, at all lever, should be female. Demonstrates whan should be above for recruitment
- Certist intication shall be described for recessary monthlying purposes thearts propriet of pendir
- Children of positive infrarrow in addressing practical resolute abstracts intraces on both Famula and

120 TECHNICAL ASSISTANCE

- AUT will have a prince of staff at Dhaha Office to princip assistance to the PO to the facil of propriets
- NUT may request the PO to evaluate the affectiveness of the support provided by NUF staff and seek supplement for further improvements. MUT shall in its dispretion determine any further action to be
- The PO will registrant the Project in accordance with this agreement and other documents mentioned
- REPORTING, MONITORING AND EVALUATION MUF and the PO will prefly experte and evaluate the Project on resouler basis, and experimentations
- This PO will prepare quarterly financial statements and progress reports for the Project in profit ministrated formers, and shart authors the name to MJF by the tenth day of the following month at the
- FID will prepare an arroual report of the project at the end of each year and shall submit the same by
 - During implementation of the Propost MUE will resident and evaluate financial and operations management. Any problem electrical through municing should be addressed to the PO properly for
 - the interest of behav trumpament and organismation of the Project. MAY and its authorised representatives, will have the right at any time to request the Project and, in the Prosect. The PCI will provide all co-operation and effortailish necessary for evaluation and elamination by MLF and its authorised representatives to ascertain the appropriate and something of
- PO should pureful become study at first quarter for the MUF funded project and MME eachor of MUF
- facilitate unale process. True Copy MUF will carry out Milliann & First evaluation through entitled external evaluation of MUF MM2.

- Comp proportional of the project, MUF or its assigned parent has that authority to visit any project. topics for muchang are evaluated plotted.
- YES: ANNUAL AUDITED ACCOUNTS
- NLP start appear a 1544 quarted independent author (Dischard Accountered Note the approved by
 - You PC shall served and no searchs with the auditors appropriating WAF or donor by all MAF to access the books of accounts any financial slattements of the PO at any limb witter office hours to determine
- WIT The PO and also MIF to sary as a comprehensive wall of the organization based on Toll-

THE ACCOUNTABILITY

The Orief Decision Head or duty Authorized Person of the PC oil's winty early frames interest as

North that all the entering speed above in delate time have extends speed for the "Promoting Citizen's Access to Information', I also sentled that the estimated expensionalist house. mit common of the agreement dated 1" August 2013.

- The PO is accountable to ultim the form for the Project according to the approved burget in the
- To PO stall fully the mandatory elected provious for soft, general mentions of MLF fund usage
- The PO is resorrable for receiving all disputes, total or number related to the Property
- The PO must married its updated registrator with the NSO Affairs Bureau andor Social History The NGC Number analysis Department of Naziri Services have the root to respect the arrived at any
- him and have access to check review teathershifts bashe of acceptate, charlesh or any other The PCI stud bear MAF informed of any change wheleverer, occurring in the Project schools, butt.
- The PO shall be required to comparesso in full the snatzling. Naturing, musing, steeling of propri-
- Single-man improvious the descript & deposit of VAT. The and affin of Physical States att. and be
- 10.0 AUG PARTICIPATION NETWORK MEMBERS
- This classes of Sub-partnership hadronch exercises plus he applicable for the MJF partners who are working with out-partners and/or base national morehern.
- The PCI shall indicate the names and particulars of the organization or enting to MLF with whom they are going to truly permemby or alliance and also have a witten Deed of Agreement/Manusanitum of Understanding organization the advectoring over manager deliving rives and responsibilities of each of
- The PC and play the trees of hard proposation of the adjustments between and and he solds.
- PC shall be reportable to marker than autoparties extended and enture francial complemen. In True Copy cost of any programmes and or missipprogrammer, the PO small ordiom to MUF and take of

The The PO all responses to refine the remains first because after inhermination of the project with sub-partners within the following murtir or as

Notice MUE not the PCI will uncertake to after or to around the larms and conditions of this posternest not will differ party take or implement declarate on Proper matters not executively covered horses without an repreparate promotivent in ording to this agreement by both the parties.

17.2 In particular, it any party at any time decides to introduce on amendment, alteration, applican or masters of are: providental contained herein or any attentioned to this agreement, effects for bildered placescent profile regulation will be taken to sealing any confer grider disease arming out of each propined for promising, otherwy actives or deleting reviewer. MUF shall have the notif to take a decision for reactives Delication on artifly eldered in historical value of the on metapolet.

TERMINATION

AMENDMENT

This agreement shull be affective between dates mentioned in article 1.3, unless otherwise earlier

18.2 Multi-reserves the right to territories this agreement as per the occumitations and actions described in the attached MJF Policy Towards Irregulatities (Annea-II), which is an integral part of this

18.3 MJF inserves the right to larrorate this agreement with immediate effect if the Partner Disputation. property party, policy activities, in case any party rate as a resolve of any party or colons that

10.4 Ether party may be make the appearant will including affect on the concernor of any of the

Insulator of MUF activities in Banglastech. # Department of NUF or the

connector of the grant of funds to MUF by the Connects.

"MUE may terminate this agreement with immediate effect on cocumerce of any imagination and noncompliance of any terms and condition as agreed upon in this agreement and as per arries it which is an minipus part of this appropriate. If the same impulantes found repeating or occurred 2" time, no separation

If soft in every, the parties shall undertake all possible mans to recove the costs of the voscourse of the agreement to a receivum, and to relinquish any main to compensation other than in respect of 18.7 PC toe equal tight of servination of this Agreement or withdrawal of permenting if situation demands

If damages or interest due to negligence on the part of the angest, MLF claim such damages, or mineral from the PO, All such places will be in Manufadesh Take with interest.

On service of a notice of terroration, MUF may suspend the believe disturbeneed of the funds for the Project with immediate effect, and request to refund any unused Project funds with immediate effect.

NATURAL DISASTER, WAR, CIVE, UNREST

If the event of a region natural pleasant, was or major and unreal this agreement may be reinspotated and

2018 OWNERSHIP OF PUBLICATIONS I REPORTS

MUF and the PID shall be the part owners of any publications reports produced by the PID as part of the

21-E ARRITHATION

True Copy Any Analytic is connected, with arriving out of Mrs agreement between the parties of whatsomer nature including but not limited to interpretation of this Agreement shall be settled through arbitration as per-

- 21.1. The Perties is this depreciated horis signated that is used of any brought as stated or Artists 2.1.1, such shopes such the plaint by the party appropriate before any one extended as the section 2.1.1, such shopes such the plaint by the party appropriate before any one extended as sectioned purils; but distinct the parties of the Bergadorph reducing seprend by both the parties, will set to the sense Artistate and accordance of the Bergadorph reducing seprend by both the parties, will set to the sense Artistate and accordance of the Bergadorph reducing seprend by both the parties, will set to the sense Artistate and Artistate and
- ZZS GENERAL PROVISION
- 22 1. No are some by the parties shall be treated as a waiver of any right.
- 22.2 At the letter of the Agreement are boding upon the parker and once executed the Agreement my provision of the Agreement can be questioned.
- 7.1.3 Notine outly sales the nor seek or accept thereby to exhibit to their or to kell or another party any off or treatment amount days and columns from, which which do could be consisted an algorithm from the proof or declarable and Governing Steam for Enrichment Continues in the PROOf continues to exhibit any processing Steam or service of the organization in seek of conflicts of linerals.
- 22.4 After the immunation of the MAF Programme, all rights mounted in this seed will automatically be transformed an organization designated by MAF.

The PO handly also partities that it has not provided and will not provide material expect or resources to or any individual or to organization that it know, or have reason to know, is an individual or organization that allvocation, plane, episeoms, engages, in, or has engaged in an activity violation or illegal activities.

AS WITHDES the bards of the parties hereby or there duty authorized representatives the day and year that before written.

For: MIXO

Shalasia Asan Haibar Azona Haib

Square Branch What he Wasser Same Md. And a Columbia

Annex I Project Proposal, including project tradget.

Arrest II 16.1F Policy towards (regularities

Arrest III Mivieum requirement of good practice in procurement policies & system

Annex V Refer cycle management
Annex V Financial & Operational Guardine for PNICOs

Arves VI Bodget Guiteline for Partner Organisations
Arves: 40 Conflict of Interest Register

For: Manuater James Foundation

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