

DONOR TERMS AND CONDITIONS

We are pleased to inform you that The DONOR has approved funding of US\$ 100,000 (one hundred thousand US dollars) to Fauna & Flora International (the “IMPLEMENTOR”) in support of this project.

The terms and conditions attached to these funds are as follows:

1. PROJECT ACTIVITY AND BUDGET

The IMPLEMENTOR agrees to carry out the PROJECT in accordance with the terms of this contract and the objectives and activities set out in the terms of reference in Attachment A (“Terms of Reference”).

Commented [CH1]: Clarify that this is a contract as would be legally understood. If so, have you included tax in the Budget?

The DONOR and the IMPLEMENTOR (the “Parties”) agree to collaborate and mutually develop, assign, and credit publicity that, in all cases, specifically references all parties and their respective roles relative to the project. The parties agree that the scope of work, and publicity generated under the terms and conditions of this contract, is limited to the specific project tasks defined within these Terms of Reference.

2. TERM OF PROJECT

The term of this Contract is from January 2022 to December 2022 – unless earlier terminated.

Commented [CH2]: Potentially think about inserting a clause which clarifies under what conditions either party can terminate the contract

3. REPORTS

For each year of the project the IMPLEMENTOR agrees to provide the DONOR a half-yearly report by 31st July and an annual report by 31st January on the results of the programme of work funded by the DONOR which should include an appropriate level of evidence to support Project activities to allow an independent reviewer to carry out an evaluation of your progress.

Commented [BH3]: This only gives you one month to prepare a financial report which may be unrealistic – for example, will all timesheets and credit card payments be entered on the finance system by then? Six weeks is preferable.

4. PAYMENT

The DONOR agrees to pay to the IMPLEMENTOR the funds in the following instalments:

- (a) On receipt of one copy of the signed contract [US\$ 40.000]
- (b) On receipt and approval of the First Report [US\$ 30.000]
- (c) On receipt and approval of the Second Report [US\$ 30.000]

Commented [CH4]: Payment after expenditure should be avoided if possible

5. BANK ACCOUNT

The IMPLEMENTOR shall advise the DONOR of the full name and address of the bank and the bank account number, specified accordingly in Attachment B. Preferably, the IMPLEMENTOR shall open a bank account specifically for this project.

Commented [CH5]: Payment after expenditure should be avoided if possible.

Commented [CH6]: If possible, negotiate this to avoid opening a specific bank account for this fund. If this is a requirement, you should be aware of it and the cost should be budgeted for.

The DONOR will transmit the funds by bank wire to the bank account as detailed in Attachment B. Bank fees incurred are at the expense of the IMPLEMENTOR. Interest generated on project funds during the duration of this Contract are to the benefit of the IMPLEMENTOR.

Commented [CH7]: Excellent news! And unusual to see

6. AUDITS

At the end of the project, for any total award over £100,000, The IMPLEMENTOR is required to provide an independent examination/audit of the total grant paid to the lead organisation. A total of £2000 (maximum) can be allocated in the project budget for these costs. The amount is ring-fenced and any underspend may not be reallocated elsewhere in your budget. It is expected that most organisations should be able to organise an audit/independent examination of funds for a figure that does not exceed this amount.

Commented [CH8]: This is not relevant to this Project. We could therefore ask that this is removed from the contract

Commented [CH9]: It's worth noting that the average cost of an audit is closer to £5000, although if this section is removed then this won't be an issue.

7. OVERHEADS

The DONOR will fund actual direct project costs plus reasonable and justifiable overheads related to the project. The DONOR will not subsidise other activities of the organisation (or partner organisation) through over-absorption of overheads. The proportion of overheads claimed will not be greater than 20% of the project budget.

Commented [CH10]: Check if this amount is in line with your policy – if not, it will need to be negotiated.

8. CO-FINANCE

Co-financing or matched funding is not obligatory, but is desirable.

Commented [CH11]: Co-funding (or matched funding) should be avoided unless it's obligatory, as it often triggers extra work and related costs e.g. through having to include co-finance in fund audits.

9. FUNDRAISING AND PUBLICITY REPORT GUIDELINES

The IMPLEMENTOR must provide THE DONOR with texts, pictures, graphics and audiovisual material about the project and its progress in a regular way.

- (a) Monthly Publicity reports. At least 500 words in a style easy to read which avoids complicated technical/scientific language. They should explain: the latest activities of the field team, relevant information about the objective species, challenges of the field work, quotations of project officials or relevant persons of the local community, etc.
- (b) Quarterly Photographs/video. These are obligatory. Digital photographs at the best resolution (min. 1200x630 pixels) and submitted on electronic media are required.
- (d) Weekly/Quarterly tweets, or quotations that can be tweeted or re-tweeted by THE DONOR from local officials, particularly more senior officials, on the importance of the project, its progress, achievements, and problems, are especially useful.

Commented [CH12]: The frequency of this should probably be negotiated; monthly would be a lot of work.

Commented [CH13]: Best to ask for clarification. Ideally for you, the funder will agree to quarterly as it's better to under promise and over deliver.

10. TRAVEL

All travel will be paid at the economy rate only, unless THE DONOR provides written consent to the contrary.

Commented [CH14]: Is this in line with your own policy? if not, it will need to be negotiated.

11. OTHER COSTS

Any project costs that do not fall under the headings above will fall under Other Costs. These may include translations, publications relevant to the project objective, Open Access costs and bank charges related to transferring funds to partners.