



GRANT AGREEMENT

[June 23, 2014]

Receipt

Sindh Community Foundation (“Grantee”) hereby acknowledges that it will receive Rupees One Million Four Hundred and Sixty-four Thousand, Eight Hundred and Sixty only PKR1,464,860/- (the “Grant”) from the Association for the Development of Pakistan Inc. (“ADP”) in two tranches (the first tranche of Rs. 551,000 and the second of Rs. 913,860) for the installation of twenty three (23) water hand-pumps and four (4) water supply schemes (herein referred to as the “Project”) for the population of Tando Mohammed Khan District, Sindh (herein referred to as the “Community”). The Project will be completed in two (2) phases according to the Implementation Schedule (“Exhibit D”).

Use of Funds

The Grant will facilitate the installation/construction of twenty three (23) water hand-pumps and four (4) water supply schemes and improve accessibility of safe drinking water to the Community, thereby improving the health standards, hygiene and productivity levels of the households.

The Grant will be utilized to install/construct water hand-pumps and water supply schemes in the following targeted villages of Tando Mohammed Khan District, Sindh:

Water Hand-Pumps

S.No.	Village Name	Target Population	Phase 1	Phase 2
1	Nizam Khan Rind	425	1	3
2	Haji Photo Bhatti	560	3	2
3	Ghulam Shah Bagrani	710	1	4
4	Veersan Kohli	139	0	1
5	Bambo Khokar / Agay Dino Rind	840	1	3
6	Veeho Kohli	437	1	3
		2,126	7	16

Water Supply Schemes

S.No.	Village Name	Target Population	Phase 1	Phase 2
1	Shadi Khan Rind	245	-	1
2	Yar Muhammad Lashari	421	-	1
3	Pathan Khan Rind	723	1	-
4	Mehboob Ali Rind	560	1	-
		1,949	2	2



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Permissible Uses of the Grant

The Grant may only be used for non-profit purposes as defined by Section 501 of the United States Internal Revenue Code (“IRC”). The Grant is for the sole expressed purpose of funding the list of items identified in the attached budget (“Exhibit A”). All other uses or expenditures are expressly forbidden without ADP’s written consent.

Certification Regarding Terrorist Financing

Grantee agrees that release of the Grant by ADP depends upon the execution of the “Certification Regarding Terrorist Financing Implementing Executive Order 13224” (“Exhibit B”) by the Grantee.

Representations Made by Grantee

Grantee represents the following to ADP:

1. Grantee is a non-profit entity and functions as a non-profit as defined by Section 501 of the US IRS.
2. Neither Grantee nor any of its officers or directors are or have ever been engaged in funding, preaching, promoting, or in any way facilitating, directly or indirectly, any terrorist activity, violent political activity, or other activity that is illegal under any applicable law.
3. The names of Grantee, its Board members, shareholders, members, officers, senior employees, and any organization through which Grantee conducts business do not appear, as of the effective date of this agreement, on any of the lists referenced in Exhibit C. Grantee does not have any other affiliation, including but not limited to the direct or indirect receipt or contribution of funds, with the persons or organizations named on said lists as of the effective date of this agreement.

ADP Liability

Grantee agrees to indemnify, defend, and hold ADP harmless from and against any losses, claims, liabilities, damages, costs, or expense of any kind (including reasonable attorneys’ fees) which arise out of, relate to, or are in any way connected with the Grant, any expenditure therefrom, and any acts of Grantee or any of its personnel.

Disbursement Detail

The total cost for this project is PKR 1,626,460/- as indicated in Exhibit A. Of this amount, ADP will provide the Grantee a Grant amount of Rs 1,464,860/-. The remaining funds required to complete the project will be provided by the Grantee and the Community, from their own resources and in the following proportions:

Total Project Cost	PKR 1,626,460	
Project Cost Allocation:		
Donor (ADP)	Partner (SCF)	Community Share
PKR 1,464,860	PKR 80,000	PKR 81,600



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The Grantee hereby confirms and acknowledges that SCF and the Community has the necessary resources (in cash or kind) to fund its contribution of this Project and ensure the completion of the Project on time, contemplated to be four (4) months from the date of receipt of the first disbursement (herein referred to as the “Project Duration”).

The Grant amount of Rs. 1,464,860 will be disbursed to the Grantee in two phases or tranches. The first tranche of Rs. 551,000 will be disbursed once the following conditions have been met:

- (i) Grant Agreement has been signed by both parties;
- (ii) SCF has appointed a coordinator and supervisor for the project with the consent and approval of ADP;
- (iii) SCF has provided the Project Site Pre-Approval report(s) for all identified locations in Phase 1 (“Report A”) to ADP and such reports have been reviewed and approved by ADP;
- (iv) An ADP site visit representative has visited all shortlisted project locations where the water source is ready for testing prior to project implementation.

The second tranche of Rs. 913,860 will be disbursed once the Grantee has accomplished the following milestones:

- (i) Grantee has successfully completed the first phase of the project site defined according to the Implementation Schedule (“Exhibit D”) and provided the first Phase completion report to ADP.
- (ii) Grantee has provided invoices/evidence of all project expenditure incurred in the first Phase to the satisfaction of ADP.
- (iii) Grantee has provided the Project Site Pre-Approval report(s) for all identified locations in Phase 2 (“Report A”) to ADP and such reports have been reviewed and approved by ADP.

ADP expects to be able to transfer the full amount of the first tranche to the Grantee within one week of meeting the conditions for the first tranche as stipulated above.

Grantee Deliverables

Grantee shall deliver the following to ADP at the specified dates:

- 1. Project Site Pre-Approval report(s) (“Report A”) at the beginning of each Phase or at the completion of each Phase;
- 2. Receipts for all expenditures over Rs. 1,000, including but not limited to, the purchase of water-pumps and related accessories, civil material, rental and fuel invoices for transport, etc.;
- 3. Monthly Project report (for the entire Project duration, on a monthly basis)
- 4. Notification of the establishment of a Project Committee and appointment of the project operator.
- 5. Notification of the appointment of the project operator.



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6. Requirements listed in Reports B and C.

Grantee Communication:

Grantee agrees to help ADP raise awareness about ADP and its mission by doing the following:

1. In at least one public outreach communication regarding the Grant or a Grant related project that takes place with private entities, government officials, members of the media and the donor community (the “Stakeholders”), Grantee will:
 - (a) Inform each Stakeholder that ADP has provided funding for the project and
 - (b) Provide each Stakeholder with the link to ADP’s website and the text specified in the clause below.
2. Where Grantee references the Grant-related project in print (including in a press release or a communication with the media), Grantee will include the following description of ADP:

“The Association for the Development of Pakistan (ADP) is a volunteer-driven, engaged philanthropy organization that funds carefully selected development projects run by local NGOs in Pakistan. It supports high impact projects in a range of sectors including water, education, health and energy.”
3. Provide other information to Stakeholders or the public regarding ADP and its mission that ADP may request or authorize.

In addition, Grantee will facilitate the visit by an authorized representative of ADP to the project site after receipt of a three-day notice.

ADP is very excited about funding the Grant and is looking forward to working with the Grantee in the future. The date on which the Grantee executes this agreement shall be recorded as the “Effective Date” of the contract. Grantee shall remit to ADP an executed copy of the agreement prior to any release of the Funding.

Sincerely,

ASSOCIATION FOR THE DEVELOPMENT
OF PAKISTAN INC.

By: _____
Name:
Title:
Date:



Association for the Development of Pakistan

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Acknowledged and agreed:

[Sindh Community Foundation]

By:

Name: Javed Hussain

Title: Executive Director

Date:



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Exhibit A

Itemized project budget with estimated expense for each line item

Hand Pump Project - Budget						
Amounts in PKR						
Sr. No.	Description	Share	Qty	Unit	Unit Rate	Amount
1	Daccar Hand Pump	ADP	1	no.	10,500	10,500
2	Excavation/closed boring (4 inch diameter)	ADP	70	ft	65	4,550
3	Outer PVC pipe (4 inch diameter)	ADP	7	ft	30	210
4	Inner PVC pipe (1 inch diameter)	ADP	70	ft	20	1,400
5	Filling material (mixture of sand and stone)	ADP	1	square feet	1,200	1,200
6	Concrete liner (cement ring)	ADP	2	no.	400	800
7	Check wall	ADP	2	no.	400	800
8	Cement	ADP	2	bag	520	1,040
9	Sand	ADP	1	bag	550	550
10	Crush	ADP	1	bag	750	750
11	Stamp paper	ADP	1	no.	50	50
Total material cost - 1 hand pump (A)						21,850
12	Labour Cost:	ADP				
a.	Installation of hand pump	ADP	1	no.	1,500	1,500
b.	Petrol for generator	ADP	10	Litters	115	1,150
c.	Labour	Community	2	day	400	800
d.	Transportation cost for material	ADP	1	For one pump	1,200	1,200
Total labour cost - 1 hand pump (B)						4,650
Total material and labour cost - 1 hand pump (A + B)						26,500
Total material and labour cost - 23 hand pumps (I)						609,500
Sr. No.	Description	Share	Qty	Unit	Unit Rate	Amount
1	Burnt bricks	ADP	3,400	1 piece	7	23800
2	Cement	ADP	30	1 bag	520	15600
3	Sand	ADP	120	1 cubic foot	40	4800
4	Crush	ADP	100	1 cubic foot	50	5000
5	PVC 1.5 inches	ADP	1,400	1 foot	25	35000
6	Iron	ADP	100	KG	90	9000
7	Binding wire	ADP	1	KG	90	90
8	Iron pipe	ADP	20	1 feet	90	1800
9	Check wall	ADP	5	1 piece	275	1375
10	Rooter	ADP	1	1 piece	15000	15000
11	Stop wall	ADP	3	1 piece	250	750
12	Cover sheet	ADP	2	1 sheet	700	1400
Total material cost - 1 Water Supply Scheme (C)						113,615
13	Labor Cost:					
a	Skill Labour	ADP	6	day	1000	6,000
b	Un-Skill Labour	Community	30	day	500	15,000
c	Boring	ADP	1	no.	1500	1,500
Total Labour Cost - 1 Water Supply Scheme (D)						22,500
Total material and labour cost - 1 water supply scheme (C + D)						136,115
Total material and labour cost - 4 water supply scheme (II)						544,460
Operation and Management Costs						
1	Co-ordinator	ADP	4	month	28,000	112,000
2	Supervisor	ADP	4	month	24,500	98,000
3	Social mobilizer	ADP	4	month	15,000	60,000
4	Transport cost, selection of area & monitorin	ADP	70	no.	1,000	70,000
5	Office rent	NGO	4	month	15,000	60,000
6	Electricity and telephone charges	NGO	4	month	5,000	20,000
7	Water quality tests	ADP	35	test	1,500	52,500
Total operation and management costs - 27 hand pumps & 4 Water Supply Scheme (III)						472,500
Total Project Cost (I + II + III)						1,626,460
NGO Share (Office Rent, Electricity) - 27 Hand Pumps & 4 Water Supply Scheme						80,000
Community Share (Labour) - 27 Hand Pumps & 4 Water Suupply Scheme						81,600
Total Project Costs to be borne by ADP						1,464,860



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Exhibit B

CERTIFICATION REGARDING TERRORIST FINANCING IMPLEMENTING EXECUTIVE ORDER 13224

By signing and submitting this application, [Sindh Community Foundation] (“Grantee”) provides to the Association for the Development of Pakistan (“ADP”) the certification set out below:

1. Grantee has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
2. Specifically, in order to comply with its obligations under paragraph 1, Grantee will take the following steps:
 - a. Before providing any material support or resources to an individual or entity, Grantee will verify that the individual or entity does not appear:
 - i. on the master list of Specially Designated Nationals maintained by the U.S. Treasury’s Office of Foreign Assets Control, which is available online at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - ii. on the United Nations’ Al-Qaida Sanctions List maintained by the UN Security Council Committee established pursuant to resolutions 1267 and 1989, which is available online at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml;
 - iii. or on any supplementary list of prohibited individuals or entities that may be provided by ADP to Grantee.

Grantee also will verify that the individual or entity has not been designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Grantee should refer to the consolidated list available online at the 1267 Committee’s website (<http://www.un.org/sc/committees/1267/consolidatedlist.htm>).



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- b. Before providing any material support or resources to an individual or entity, Grantee will consider all information about that individual or entity of which it is aware or that is available to the public.
- c. Grantee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. Definitions.

- a. **“Material support and resources”** means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
- b. **“Terrorist act”** means:
 - i. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site, http://treaties.un.org/Pages/DB.aspx?path=DB/studies/page2_en.xml&menu=MTDSG); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. **“Entity”** means a partnership, association, corporation, or other organization, group or subgroup. This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by ADP prior to the end of its term.



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Acknowledged and agreed:

[Sindh Community Foundation]

By: _____
Name:
Title:
Date:



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Exhibit C

Lists of persons or organizations deemed to be or suspected to be associated with terrorist acts.

1. The Specially Designated Nationals list of the United States Department of Treasury's Office of Foreign Assets Control (<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).
2. The Terrorist Exclusion List of the United States Department of Justice (www.state.gov/j/ct/rls/other/des/123086.htm).
3. The Foreign Terrorist Organizations maintained by the United States Secretary of State (www.state.gov/j/ct/rls/other/des/123085.htm).
4. Lists annexed to Executive Orders of the United States President (e.g., www.state.gov/j/ct/rls/other/des/122570.htm).
5. The United Nations' Al-Qaida Sanctions List (http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).



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Exhibit D

Implementation Plan

Project for Community Water Supply Facilities for the population of TM Khan

District

Sindh Community Foundation

Time period: 4 months

Activities	Responsibility	Time period in Months			
		1 st M	2 nd M	3 rd M	4 th M
		Phase 1		Phase 2	
Formation of project steering committee and 3 meetings	SCF management				
Hiring of project staff through advertisement and SCF HR procedures	SCF management				
Conduct social mobilization meetings and formation of Water Management Committees(WMCs)	Social organizer, Program Officer social mobilization, Coordinator				
Procurement of construction material and equipments.					
Conduct 20 Health and hygiene sessions	Social organizer				
Site selection & Demarcation of the sites for installation of hand pumps and construction of water supply schemes	Field team, Supervisor(Engineer)				
Installation of 7 hand pumps	Coordinator, Supervisor , Skilled labor				
Construction of 2 water supply schemes	Coordinator, Supervisor , Skilled labor				
Installation of 20 hand pumps	Coordinator, Supervisor , Skilled labor				
Construction of 2 water supply schemes	Coordinator, Supervisor , Skilled labor				
Monitoring and supervision	SCF-ED, PSC , coordinator and supervisor				
Project reporting financial and narrative	SCF management, Coordinator				



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Report A

Report A - Project Site Pre-Approval

To be submitted to ADP project team (adp-scf-project@googlegroups.com, sirajvakil@gmail.com)

Site Location

Site Name			
Nearest Village Address			
GPS Coordinates at site			
Proposed Project	Water Supply Scheme	<input type="checkbox"/>	Water source:
	Handpump	<input type="checkbox"/>	Bore Depth:

Required Documentation

Please enclose scanned copies of the following documents:

	Attached
1 Copy of land ownership records of site location.	<input type="checkbox"/>
2 NIC of land owner at site location.	<input type="checkbox"/>
3 No objection certificate from land owner at site location for completion of project works.	<input type="checkbox"/>
4 Microbial and chemical contamination lab test results for water samples drawn from site.	<input type="checkbox"/>
5 No objection certificate from land owner to provide unrestricted access to site for the purpose of procuring water.	<input type="checkbox"/>
6 Signed Agreement between community and SCF for usage rights and access to site.	<input type="checkbox"/>

List of Target Beneficiaries

The following table must be completed by the Community Mobilizer from SCF and submitted to the ADP project team prior to site approval.

S.No.	Head of Household	NIC No.	No. of Dependents
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Submitted on Behalf of Sind Community Foundation by:

Employee Name	
Position	
Date	
Signed	

Review Decision by ADP

Decision	<input type="checkbox"/> Accepted	<input type="checkbox"/> Rejected
Remarks		



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Report B

To be submitted to ADP project team (adp-scf-project@googlegroups.com, sirajvakil@gmail.com) after the completion of each Phase, consisting of the following:

- Water testing results after completion of project works, in line with PCRWR guidelines;
- Technical Assessment and Recommendations by SCF project team;
- Pictures of the installation site area after completion;
- Pictures/details of the awareness sessions that the Grantee will conduct to talk to the villagers about the project and to reinforce the importance of the use and maintenance of water pump and water supply schemes;

Report C

To be submitted to ADP project team (adp-scf-project@googlegroups.com, sirajvakil@gmail.com) for six months after the completion of each Phase, consisting of the following:

- Details on any issues/concerns (if any) that arose during the process of commissioning.
- Details on any issues/concerns (if any) faced by the operator of the project.
- Evidence of undertaking any required maintenance and role of the Grantee and the project operator in the maintenance process
- In case of shortage of funds, how was the shortfall met?