



## General Conditions

These 'General Conditions' apply to the grant recipient named on the MOU. They also apply to any and all implementing partners, subcontractors or associates who are tasked by the grant recipient with being involved in any way with the project named on the MOU over the course of its duration.

### Article 1 - Al Madad Foundation General Policies and Principles

#### Child Protection and safeguarding

1.1- In general, the grantee guarantees the respect of human rights, the internationally legally-binding UN Convention on the Rights of the Child (UNCRC), as well as any locally applicable policies regarding child protection.

*The following is an extract of Al Madad Foundation Child Protection and Safeguarding Policy. For the full text refer to our website [www.almadadfoundation.org](http://www.almadadfoundation.org).*

It is required:

1.2- That everyone associated with the organisation is aware of their obligations and responds appropriately to issues of child abuse and exploitation

1.3- That anyone who represents our organisation behaves appropriately towards children

1.4- That everyone who represents the organisation creates a safe environment for the children with whom we work

1.5- That all activities and programmes, including during the response to humanitarian emergencies, are assessed for risks to children, and once identified these are reduced or removed by all means within our control

1.6- That all activities and programmes establish and maintain systems that promote awareness of safeguarding, enable the prevention of harm, and facilitate the reporting of, and response to, safeguarding concerns



## **Conflict Sensitivity and Do No Harm**

Al Madad Foundation adopts a 'Do No Harm' approach and strives to incorporate other main conflict sensitivity tools wherever relevant. Al Madad Foundation invites all its partners to equally adhere to this principle. Conflict Sensitivity is the ability of an organisation to<sup>1</sup>:

- Understand the context in which it is working, especially the dynamics of relationships between and amongst groups in that context
- Understand how the details of its interventions interact with that context; this includes not only the outcomes of the interventions, but also:
  - Details of its programs (beneficiaries/participants selection, sites and timings of programs, etc.)
  - Details of its operations (hiring, procurement, security, etc.)
  - Specifics of its policies (criteria-setting for both programs and operations)
- Act upon this understanding to minimize the negative, and maximise the positive impacts

## **Data Protection**

*The following is an extract of Al Madad Foundation Data Protection Policy. For the full text refer to our website:*

1.7- Al Madad Foundation is committed to protecting the rights and privacy of those with whom we work in accordance with the Data Protection Act 1998. This policy applies to all staff and volunteers, as well as any operational partners or sponsors. Any breach will be considered to be an offence for which appropriate disciplinary procedures apply.

1.8- As a matter of good practice, other organisations and individuals working with the Foundation, and who have access to personal information, will be expected to have read and comply with this policy. It is also expected that any staff who deal with external bodies will take responsibility for ensuring that such organisations sign a contract agreeing to abide by this policy.

1.9- Data is protected by the Data Protection Act 1998, which came into effect on 1 March 2000. Its purpose is to protect the rights and privacy of individuals and to ensure that personal

---

<sup>1</sup> Definition extracted from CDA (2016), 'DO NO HARM WORKSHOP, Participant's Manual'.



data is not processed without their knowledge, and, wherever possible, is processed without their consent.

1.10- The Act requires us to register the fact that we hold personal data and to acknowledge the right of 'subject access', meaning that individuals must have the right to copies of their own data.

### **Conflict of Interest**

*Conflict of interest situations may come up as a result of financial interest, political affinities, or any other shared interest.*

1.11- In the case of the rise of any circumstance that could jeopardise the objective implementation of this contract, the grantee shall take all necessary measures to prevent or end the situation.

1.12- The grantee shall inform Al Madad Foundation without delay in the event of any conflict and shall take the necessary measures to resolve the situation after the verification of the suitability of the steps with Al Madad Foundation.

1.13- The grantee guarantees that no offer, gift, payment, consideration, benefit of any kind which constitutes an illegal or corrupt practice, has been made or will be made to anyone either directly or indirectly as an inducement or reward for the fulfilment of this agreement.

### **Liability**

1.14- Al Madad Foundation will not, under any circumstances, be held liable for damages sustained or caused by the grantee or its staff assigned to the project in the context of the project implementation.

1.15- The grantee will assume liability towards third parties.

1.16- The grantee should therefore make sure to have adequate insurance or public liability coverage.



## **Article 2 - AI Madad Foundation Implementation Requirements**

### **Narrative reports**

2.1- The grantee shall assign a team to be responsible of the implementation of the action and for submitting all requested documents and information to AI Madad Foundation, in particular the narrative reports and the requests for payment.

2.2- The assigned staff shall be mentioned in the project narrative and shall be responsible for informing AI Madad Foundation of any changes occurring during the implementation of the action.

2.3- Any changes to the stipulated outputs and activities, including changes to the total number of beneficiaries, must be approved by AI Madad Foundation with a signed, written agreement outlining the change attached to a signed MOU drafted jointly.

2.4- The grantee guarantees that funds from AI Madad Foundation will be used strictly for the purpose outlined in the Project Narrative document and cannot be used, even temporarily, for any other purpose.

2.5- The grantee agrees to provide AI Madad Foundation with the agreed reports using the agreed templates.

### **Financial reports**

2.6- The grantee agrees to provide AI Madad Foundation reports providing data on actual versus planned expenditures for the preceding period and will revise or confirm planned expenditures for the upcoming period and unspent funds from the previous period.

2.7- The grantee will keep receipts for funds spent as part of this project and make them available, as requested, to AI Madad Foundation.

2.8- The grantee will keep all records, accounting and supporting documents related to the project for five years following the payment of the initial sum of money, complying with the accounting and bookkeeping rules that apply in the country of action.

2.9- The grantee will allow verifications to be carried out by AI Madad Foundation financial team or an external auditor authorised by AI Madad Foundation. The grantee will take all steps to facilitate their work by giving them access to the sites and locations of the implemented



project; and giving them the permission to access accounting and management systems and documents concerning the funded project.

2.10- The grantee will return unused funds to Al Madad Foundation or negotiate with Al Madad Foundation to redirect them to address other needs. Any agreement on the redirection of funds must be documented in an amendment request signed by Al Madad Foundation and attached to the MOU specifically drafted and signed prior to the implementation period.

### **Visibility**

2.11- The grantee guarantees to take all necessary steps to publicise the fact that Al Madad Foundation has financed or co-financed the project, unless Al Madad Foundation agrees or requests otherwise. The steps could include promotion of Al Madad Foundation support and work to communities, NGOs and other stakeholders.

2.12- The grantee will mention the project and Al Madad Foundation's financial contribution to the beneficiaries, related stakeholders and the media in case of any interactions. Al Madad Foundation will be mentioned in the grantee's annual reports, Al Madad Foundation logo will be displayed on their website wherever appropriate.

2.13- The grantee authorises Al Madad Foundation to publish its name, the grant amount, and a summary of the project without any details that could endanger or harm the interests of the beneficiaries.

2.14- Any use of Al Madad Foundation logo or related visibility components will be approved by Al Madad Foundation team prior to its use. In particular, the following should include Al Madad Foundation logo and acknowledgement of funding:

- Publications and reports produced within the partnership framework and project activities
- Events materials (handouts, brochures, posters, banners)
- Webpages/social media portals containing information about the collaboration

### **Monitoring and Evaluation**

2.15- The grantee undertakes to monitor project activities and outputs, results, outcomes, and impacts of the project through meetings, progress reports and log frame analysis.

2.16- The grantee will meet all Al Madad Foundation reporting requirements as mentioned in previous points, through an assigned point of contact.



2.17- Al Madad Foundation will inform the grantee if a final project evaluation is to be conducted. The grantee is required to take all necessary measures to facilitate evaluation as and when required by Al Madad Foundation.

### **Article 3 - Payments and Costs**

#### **Payments**

3.1- The grantee will acknowledge in writing the receipt of all grant transfers from AMF.

3.2- Payments will be made quarterly or according to the schedule agreed upon in the project narrative and budget.

3.3- The first payment covering the estimated cost for the first reporting period will be made by Al Madad Foundation upon the signature of the action specific drafted MOU.

3.4- The grantee will submit payment requests to Al Madad Foundation for the reporting periods two weeks prior to the next due transfer, outlining budget requirements for the upcoming period.

3.5- Bank charges incurred by the repayment of amounts due to Al Madad Foundation shall be borne entirely by the grantee.

3.6- Al Madad Foundation may suspend payments to the grantee in case of:

- Supporting documents of previous reporting period having not been supplied
- Clarifications and information to the narrative and financial reports are still needed
- Checks are still needed to confirm the eligibility of expenditure

#### **Eligible costs**

3.7- Eligible costs are incurred by the grantee during the implementation of the project and clearly indicated in the overall budget submitted with the project narrative. No costs relating to the final report or auditing and final evaluation shall be incurred after the implementation period.

3.8- In general, the costs shall relate and be deemed necessary for the implementation of the activities described in the project proposal. The costs should be justified, proven, recorded and identifiable in the grantee accounting system in compliance to accounting standards and applicable legislation.



3.9- Assuming that all terms and conditions are met and respected, the following costs shall be deemed eligible:

- Salaries of staff assigned to the project: the amount should be set in accordance to the national gross salaries, including social security charges and other related costs
- Transportation and travel costs of staff: if attached to the salary, it shall not exceed the national transport allowance; if related to an activity, the assumption is that public transport will be used where possible and if private transport is used, the costs will be remunerated when the use of the private transport is justified and within the standard local rates
- Transportation and travel costs of other persons taking part in the activities of the project and not exceeding local rates: this particular cost shall be included in the initial budget estimate submitted with the project narrative
- Purchase of equipment, furniture and supplies directly related to the implementation of the action
- Rental costs directly related to the implementation of the project
- Costs of consumables, supplies and stationery related to the activities of the project
- Costs related to visibility, dissemination, evaluation, translation, etc. directly related to the project
- Insurance for the beneficiaries and target groups involved in the activities of the project

### 3.10- Indirect costs

Al Madad Foundation aims to engage in open and honest dialogue with prospective grantees about the costs involved in their project. Our expectation is that the prospective grantee is as passionate about stewardship as we are and that they are always evaluating and evolving to ensure that their overhead cost is the right size to operate efficiently and effectively. However, within this framework we recognise that it can be useful to have a figure in mind, and this is why we state in our Grant Application Form that in order for projects to be eligible, the budget should include no more than 15% indirect costs.

Definitions are given below to help clarify the terms used:

#### Direct Costs

Direct costs are the expenses required to execute a grant that are directly attributable and can be reasonably allocated to the project (e.g. teachers' salaries, travel expenses and educational materials). Costs that would not be incurred if the grant did not exist are often indicative of direct costs.

#### Indirect Costs



Indirect costs are general overhead and administration expenses that support the entire operations of a grantee and that may be shared across projects (e.g. headquarters staff expenses for work related to the project such as HR, finance and legal). Expenses that would be incurred regardless of whether the grant is funded are often indicative of indirect costs.

3.11- Movement of 10% or more within a budget category or between budget categories requires prior written approval by Al Madad Foundation. In the case of the need to revise the approved detailed budget items and lines, a budget revision request needs to be submitted by the grant holder in writing to Al Madad Foundation at least 2 weeks in advance of the time of the needed expenditure change.

### **Sub-contracting**

3.12- The grantee is allowed to sub-contract external human resources in cases needed for the implementation of the project and previously mentioned in the project narrative and budget proposal. This includes but is not limited to trainers, facilitators, consultants, experts, graphic designers, translators, interpreters, etc.

3.13- Sub-contracting is for a person covering a limited part of the action, not a core activity, otherwise they shall be listed in the project staff.

3.14- For any contract exceeding the amount of £3000, a minimum of 3 offers from potential suppliers shall be submitted and considered by the grantee, noting that Al Madad Foundation will not be a party to the contract.

### **Ownership and use of results and assets**

3.15- The equipment, vehicles and supplies paid for by Al Madad Foundation for the project will be deemed Al Madad Foundation property. It cannot be transferred unless discussed and agreed upon prior to the implementation period of the project and specified in the project narrative at the latest when submitting the final report.