

(A): Country name

(B): NGO name

(C): Project name

Grant Contract for Grant Aid for Japanese NGO Projects (form)

(PERSON'S NAME) (hereinafter referred to as "A"), (PERSON'S TITLE) of the Embassy of Japan in (A) hereby concludes this Grant Contract with (PERSON'S NAME) (hereinafter referred to as "B"), a representative of (B) , to provide up to (AMOUNT) (denominated in US\$ or other currency), as grant aid funding to assist in the implementation of (C) (hereinafter referred to as the "Project") in (A) according to the FY2004 implementation guidelines.

In taking receipt from "A" of the above-mentioned grant aid funding, "B" agrees to the following:

1. The payment of the above-mentioned amount shall be in accordance with the following:

(1) Based on a request from "B" after commencement of the contract, "A" shall provide payment of grant aid funding amounting to (AMOUNT) (denominated in US\$ or other currency), excluding half of the amount stipulated for soft expenses, to a bank account exclusively intended for use by the Project, which will be opened in (A), the country in which "B" shall implement the Project.

(2) In cases where deemed necessary, "A" shall make payment of the balance of the

first installment of the amount (denominated in US\$ or other currency) by DAY MONTH 200X, based on a request from “B.”

When requesting the second installment of the payment, “B” shall submit to “A” documents including an interim report, receipts, and a bank statement, that demonstrate the status of progress of the Project.

2. “B” shall submit a formal receipt to “A” upon taking receipt of the above-mentioned grant aid funding.

3. In the case of a request from “A” or the Ministry of Foreign Affairs, “B” shall submit relevant documents to “A” or the Ministry of Foreign Affairs.

4. The above-mentioned grant aid funding shall be appropriately utilized only for expenses approved as necessary for implementation of the project during the Project period to DAY MONTH 200X. Any profits accruing from the grant aid funding shall be treated in the same manner.

5. In the case that it is necessary import goods and/or services required for the Project, they shall be procured from the eligible source countries as detailed below:

(1) All developing countries listed in Statistical Reporting Directives of the OECD Development Assistance Committee (DAC)

(2) All OECD members.

6. “B” shall submit the following report to “A” concerning the progress status of the Project.

(1) One copy of an interim report shall be submitted by DAY MONTH 200X.

(2) Upon completion of the Project, one copy of a final report shall be submitted without delay.

(The above-mentioned reports should describe the actual results achieved by the Project, according to the aims and objectives stated in the application form for the Project. The reports should also include details of payment and receipts relating to the Project.)

7. In the case that any of the following apply to the implementation of the Project, “B” shall make a report to “A”, and shall receive the approval or instruction of “A” beforehand.

(1) Changes are made to the distribution of expenses required for the Project (excluding minor changes).

(2) Changes are made to Project content (excluding minor changes).

(3) The Project is halted, or cancelled.

(4) The Project is not completed within the scheduled timeframe, or the implementation of the Project experiences difficulties.

8. In the event that in accordance with 7. above, “A” gives approval or instruction for the Project to be halted, or in the case that the above-mentioned grant aid funding is not completely used during the scheduled Project period resulting in residual funds, “B” shall return the remaining funds to “A” upon a request from “A.”

9. In the even that in accordance with 7. above, “A” gives approval for the Project to be cancelled, or in the case that it is discovered that the above-mentioned grant aid

fund has not been utilized appropriately, this contract shall be cancelled. In addition, upon a request from “A,” “B” shall return the total amount or part of the grant aid funding to “A.”

10. Upon the completion of the Project, “B” shall submit itself to a financial audit as quickly as possible concerning the Project, and shall submit the audit report to “A”.

11. “A” shall settle the accounts of the funding provided in grant aid based on the final report in 6.(2) and the audit report in 10. As a result, if it is discovered that any residual funds remain, “B” shall return the remaining funds to “A” upon a request from “A”. In addition, any residual funds which are discovered after settlement shall also be returned to “A”.

12. “B” shall provide documents that give evidence of expenditure with regard to the above-mentioned grant aid funding, and upon the end of the fiscal year in which the Project was completed shall keep these records for five years.

13. In the event of death, injury or illness of personnel in the employment of “B” during the implementation of the Project, or any other liabilities accruing to “B”, the Government of Japan shall hold no legal responsibility whatsoever, such responsibility resting solely with “B”.

14. (1) In the event that doubts arise with regard to matters that are not stipulated in this grant contract, or to clauses of the contract, they shall be resolved through consultation between “A” and “B”.

