# pMINORITY RIGHTS GROUP INTERNATIONAL

 **FUNDING AGREEMENT (Grant > £5,000)**

Delete when amending for partner

This contract should be used for grants over £5k where the turnover of the grantee in the last financial year is more than £25k but under £60l (which you should know from filling in a PAT. If you are unsure check [here](https://mrgmail.sharepoint.com/%3Aw%3A/s/PolicyBank/EXZrKx6w9bhOsmj4dD2tlNUBUErCFjTspO1X2sGoobW3_g?e=jKxlKj)

Project title:

**1. Parties**

1. Minority Rights Group International (henceforth ‘MRG’), a company limited by guarantee in the UK and a registered charity (no. 282305), having an address at 54 Commercial Street, London E1 6LT, United Kingdom, and
XXXXXX (henceforth, XXXX) registered as XXXXXX in XXXXX, having an address of …

The above parties to this Agreement agree the following terms:

**2. Funding**

MRG will provide XXXXXX with upto the sum of £x,xxx for the project as described in Section 3 and in Appendix 1 to this contract. A detailed breakdown of the agreed budget is attached as Appendix 1 to this contract. MRG will fund the total spent by XXXXXX on this project up to this limit, if the final report shows an underspend against budget, this amount will be deducted from the final payment. MRG will not reimburse any amount spent over the limit of XXX GBP, even if XXXXXX has spent this sum on the project, unless this has been exceptionally and expressly agreed by MRG in advance.

The project should be carried out as agreed upon by MRG and XXXXXX and as described in Appendix 1.

Funds will be transferred in three instalments;

Tranche 1 of £x,xxx on signing this contract,

Tranche 2 of £x,xxx on dd/mm/yy/[or can put in project stage – six weeks prior to planned launch date etc] provided that MRG has received the required reports (see section 3)

Tranche 3 of £x,xxx on completion of the project and on acceptance by MRG of a narrative and financial report submitted by XXXXXX (see Section 3).

The funds will be transferred to XXXXXX as detailed below:

 Bank Name :

 Bank Address :

 Bank ABA (sort code):

 Bank Account Number:

 Name (s) on Account :

 In which currency do you prefer us to transfer the funding:

 IBAN number (essential for organisations in the EU):

 SWIFT code (if available):

If the money must be transferred via an intermediary bank, please give the name and full address of the intermediary bank, and any other details we need to know for the transfer:

 Intermediary Bank Name :

 Intermediary Bank Address :

 Intermediary Bank ABA (sort code):

 Intermediary IBAN number (essential for banks in the EU):

 Intermediary SWIFT code (if available):

MRG undertakes to process each transfer within 14 days of signing the contract and/or receipt of the complete report of the previous phase. (There will be delays if receipts are missing or are illegible, or if there are other queries on reports). We are also aware that sometimes international bank transfers may be delayed or misrouted. If a payment does not arrive within 3 weeks of sending in a report or initiation of a transfer, partners should contact MRG who will investigate and send details which should enable your bank to locate the funds.

If MRG incurs a penalty charge due to a failure or difficulty in transferring the money, as a result of insufficient or incorrect information supplied by XXXXX, MRG will be obliged to deduct this penalty charge from any further sums transferred to XXXXX.

Please give details of the person in XXXXX who can deal with any financial questions e.g. whether transfers have arrived etc/ Name ………………………….. Telephone no: …………………………. Email Address: ……………………

**3. Duties**

XXXXXX takes the responsibility of carrying out, [with MRG’s support], the project as jointly designed by MRG/XXXXXX entitled:

Full details of all of the activities are to be carried out as detailed in the agreed project proposal (as submitted to XXXX) which was mutually agreed in advance between XXXXXX and MRG. The attached budget forms part of this contract.

XXXX agrees that it will follow appropriate procurement procedures and keep appropriate records of any large purchases or major costs incurred being careful to avoid conflicts of interest and ensuring fair, transparent and open processes.

If either XXXXXX or MRG become aware of circumstances which mean that the project design is no longer feasible, advisable or appropriate, they shall contact the other party immediately to discuss any changes. Please note that in some cases it will be necessary to go back to donors to get their permission to change the project design.

The proposed division of labour between XXXXXX and MRG is as follows:

Omit if you have a signed partnership agreement; MRG will

*

XXXXXX will

XXXXXX must send MRG a receipt confirming that each tranche of funding has been received within 10 days of it being transferred into the bank as specified above. The receipt must specify the value of the tranche in local currency and the exchange rate used.

XXXXXX will provide MRG with brief narrative reports every six months. Financial reports must be submitted showing how much of the previous tranche has been spent before the next tranche will be transferred.

At the end of each calendar year, XXXXXX will send a summary financial report to MRG which shows how much of the funds transferred have been spent. This is to allow MRG to complete its own year end accounts. This report must reach MRG by January 15th.

Within 4 months of the end of xxxxx organisation’s financial year, (xxx month) xxxx will send MRG a set of financial accounts for the recently completed year which must show the MRG income and spend as well as the organisation’s other income and spend on this and all other projects and core expenditures. This statement must be reviewed by a person who is expert or experienced in financial management and who is completely independent of xxxx. It should be signed by that person to confirm its accuracy with their contact details supplied. Xxxxx will do this for each financial year in which MRG support is received or expenditure is made. (If necessary, MRG may be able to supply details of a suitable person to carry out this independent examination or otherwise advise organisations who have not done this before.)

The project activities will be run between dd/mm/yy and dd/mm/yy. XXXXX will send a final narrative and financial report to MRG by dd/mm/yy. If XXXXX is not able to complete the activities or provide the report and materials by these dates, it must contact MRG at the earliest opportunity before this date and request an extension of the deadline. MRG will endeavour to take into account exceptional circumstances which may prevent XXXXX from completing work or reporting on time, but it should be remembered that MRG's own donors impose time limits upon it for disbursement of funds which may make an extension impossible. Can add – In this case the funding from XXX must be spent by dd/mm/yy and it will not be possible for MRG to transfer any tranches beyond this date. If MRG does not agree an extension, XXXXXX may have to pay back to MRG the entire grant or any unspent funds and MRG will not transfer the final tranche of funding.

As part of the final financial report, XXXXX will submit copies of receipts to MRG for all expenditures. While MRG understands that it is not always possible to provide receipts (for example, for some transport costs), it is expected that copies of receipts will be submitted for the vast majority of expenditures.

MRG reserves the right to request original receipts for expenditure incurred as part of this project and/or to inspect XXXXXX’s accounts (at its own cost) if required either by a donor or by the authorities in the UK.

XXXXXX shall make sure that the persons attending events linked to the project and all XXXXXX and partner staff working on the project will be adequately covered by insurance.

Each party agrees to treat each other’s staff and all participants, contractors and stakeholders with respect and in line with international human rights standards at all times. MRG will not tolerate bullying or harassment of its staff, interns and others involved in its work and likewise expects all partners’ staff, interns or volunteers, trustees and contractors to work respectfully, constructively and professionally with all parties. Any concerns about this should be handled using the dispute resolution procedures in the partnership agreement or elsewhere in this contract.

**4. Anti-Bribery**

MRG is bound by the UK Bribery Act 2010, and has a zero-tolerance approach to bribery. By signing this contract, you are agreeing not to offer, give, solicit or receive any payments which could amount to bribes (including ‘facilitation payments’) as part of any activities funded by MRG. Any breach of this clause may result in the termination of MRG’s contractual relationship with you (where the contract is with an individual) or your organisation (where the contract is with an organisation) or both, and in the non-payment by us of any further amounts owed.

The only acceptable mitigating circumstance where we would not normally terminate our contract with you, is where a bribe is paid in an incident of extortion, under duress (ie, where there is a direct threat to your life or safety, or that of someone else). You should report any such incident to MRG at the earliest possible opportunity.

**5. Safeguarding**

MRG staff and partners agree to behave respectfully to all parties involved in implementing MRG programmes, in line with MRG’s values and international human rights standards. They undertake not to behave in ways that would bring MRG’s reputation into dispute or disrespect. Where behaviour falls below expected standards during the implementation of an MRG programme, partners and beneficiaries have the right to raise their concerns with MRG. This should be done in writing to MRG. Where such a complaint is raised, MRG expects the full cooperation of all parties with any ensuing investigation.

**6. Acknowledgements**

Funding for the project should be acknowledged. **The project is financially supported by XXX and YYY.** Please acknowledge the support of these donors as appropriate in your project, such as in materials produced for seminars and in project reports you write.

**7. Data**

By signing this contract you agree that MRG will retain and process data about your organisation, its activities and staff members. All such data will be held securely by MRG and will never be passed on to others outside our organisation without your permission. We will hold this data for 10 years after our last contact with you, unless you ask us to delete it or remove it earlier in which case we will delete all the data except any that we are required to hold to comply with donor or other reporting requirements. If you would like access to any part of the data that we hold about you, please contact us.

**8. Breach of Agreement**

Should XXXXXX fail to carry out the project and /or the reporting requirements set out under item 3 without reasonable cause, XXXXXX shall refund MRG the amount that has been transferred by MRG.

**9. Entire Agreement**

 This Agreement forms the whole of the Agreement between the parties and may be amended only by written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of Minority Rights Group International On behalf of XXXXXX

Name (Print): Name (Print)

Title: Title:

Date: Date: