

# Enhancing Resources and Increasing Capacities of Poor Households Towards Elimination of their Poverty (ENRICH)

# FINANCIAL ASSISTANCE AGREEMENT

This bipartite-agreement herein after called 'Agreement' has been made and executed at the office of Palli Karma-Sahayak Foundation, Dhaka on the November 19, 2014 Christian Era;

#### BETWEEN

Palli Karma-Sahayak Foundation (PKSF), a company registered under the Companies Act. 1913 having its office at Plot E-4/B, Arargaon Administrative Area, Dhaka-1205 hereinafter called "the Foundation" (which expression shall unless repugnant to or excluded by the context mean and include its legal representative, successors-in-interest, administrators and assigns) of the ONE PART;

## AND

Coastal Association for Social Transformation Trust (COAST TRUST) according to Microcredit Regularity Authority (MRA) Law 2006, it is licensed as Microcredit institution its registration NO. 0095-04041-00068, Date: 29/11/2007 Christian Era. It is an organization registered under the NGO Affairs' Bureau (Ordinance NO.46, 1978) and registration NO. 1242, Date: 24/02/1998 having its office at 13/3, Road 2, Shyamoli, Dhaka-1207, Bangladesh hereinafter called "the Partner Organisation (PO)" (which expression shall unless repugnant to or excluded by the context mean and include its legal representatives, successors-in-interest, administrators and assigns) of the OTHER PART;

WHEREAS the Foundation provides fund and loan for the poor landless people of Bangladesh in order to alleviate poverty through various non-government, semi government, government institutions, local government and voluntary organizations, and is implementing Enhancing Resources and Increasing Capacities of Poor Households Towards Elimination of their Poverty (ENRICH) (hereinafter called the 'Program').

#### AND

WHEREAS the PO is implementing microcredit program amongst the Beneficiaries of the Project in order to alleviate poverty and to generate employment with the financial assistance from the Foundation and has applied for grant in order to provide technical support and other services for their Beneficiaries.

WHEREAS the PO having expressed their commitment with the aims and objects of the Program and has undertaken to maintain a proper financial management and practice with the Program through able and efficient administration.

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Therefore this agreement is executed on the basis of mutual discussions between the parties in regard to the fund and acceptance thereof on the following mutually agreed terms and conditions:

## 1.0 Definitions:

- (a) "Foundation" means Palli Karma-Sahayak Foundation, a Company registered under the Companies Act 1913;
- (b) "Partner Organization (PO)" means the organisation named Coastal Association for Social Transformation Trust (COAST TRUST), 2nd party herein, seeking fund from the Foundation for technical support and other Services;
- (c) "Office" means the Head Office of the Foundation;
- (d) "Year" and "Month" means the year and month according to the Gregorian calendar;
- (e) "Fiscal Year" means the period from 1st July of a year to 30th June of the next following year;
- (f) "Financial Assistance Agreement" means the deed of agreement executed between the Foundation and the PO;
- (g) "Beneficiary" means the household organized by the PO under this Program;
- "Fund" means money paid or to be paid by the Foundation to the PO for technical support and other services;
- "Program" means Enhancing Resources and Increasing Capacities of Poor Households towards Elimination of their Poverty (ENRICH);
- (j) "Microcredit Program" means the Micro Credit Programme carried out by the PO under its direct supervision funds received from the Foundation, and/or any other sources, for the purposes of implementing the Program;
- (k) "Grant or financial assistance or program expenses" means financial assistance provided by the Foundation to PO for the implementation of this program.

# 2.0 Terms and Conditions of Financial Assistance Agreement:

- 2.1 The grant or financial assistance or program expenses would be provided to PO as per the following norms:
  - PKSF shall provide grant to the selected POs for salary and allowances, logistics, training, workshop and others.
- 2.2 According to the policies of the Foundation the PO shall utilize the fund obtained from the Foundation and conduct the Program among the selected beneficiaries.

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- 2.3 To realize the aims and objects of the Program, the PO shall prepare and maintain proper books of accounts with respect to its activities as per the satisfaction of the Foundation and the PO shall implement strong and transparent management information system (MIS).
- 2.4 The PO shall formulate and implement appropriate guidelines and work procedures, acceptable to the Foundation for the purpose of supervision and monitoring of the Programme with a view to the proper implementation and realisation of the objectives of the Program at the grassroots level:
- 2.5 The PO, in consultation with the Foundation, shall implement the Program for its beneficiaries:
- 2.6 The PO shall not use this fund for any other purposes, which is not acceptable to the Foundation.
- 2.7 The PO shall on a regular basis in one or more formats as prescribed by the Foundation, submit monthly statements/reports with regard to expenditure of the Fund and implementation of the Programme.
- The PO shall furnish the audit report to the Foundation, audited by a reputed Chartered Accountants Firm with regard to the Programme together with the overall activities of the PO on an annual basis. Audit report shall contain necessary observations with regard to the specialities of the Program;
- The Foundation shall have the authority to supervise the Programme including the utilisation of the Fund by the PO and the PO shall provide all information, papers and documents, and cooperate with the Foundation including field visit;
- The PO subject to the instruction of the Foundation shall preserve information on expenditure under the Programme and maintain all transactions through separate account (hereinafter referred to as grant account) in this regard;
- The existing terms and conditions framed by the Foundation with regard to the disbursed loan and such other terms and conditions as may be framed by the Foundation on reasonable grounds, from time to time, shall be applicable to the PO;
- The PO shall directly supervise the proposed Programme and all related activities. The PO cannot employ any organisation or person as agent in this regard;

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- Grant or financial assistance or program expenses component under this agreement shall be provided to PO on advance or re-imbursement basis. Each payment of such advance or reimbursement would be considered to have been availed by the PO with commitment to maintain records and follow procedures as envisaged in this agreement. The PO would furnish an undertaking to this effect at the time of each disbursement as per a prescribed format.
- The PO shall promptly inform the Foundation with regard to all circumstances, which obstruct or threaten to obstruct the aims of this program and also obligations of this agreement and the PO shall take necessary remedial measures in this regard.
- 2.15 For the removal of any dispute arises in case of utilization of the project fund, the decision of the Foundation shall be considered final for the PO.

## 3. Terminations and Legal Action

- The grant or financial assistance or program expenses facility under this agreement may be held up or terminated at any time in any case like the following:
  - (i) If the PO fails to perform any of the obligation under the agreement,
  - (ii) If in the judgement of PKSF, funds are not being utilized prudently and efficiently for achieving the objectives to the Program.
  - (iii) If in the opinion of PKSF, appears that Funds are not being utilized for the purpose they are actually proved for.
- In the event of any of the above, the PO shall be liable to make full return of the Fund received under this Program. In this case, PKSF shall have rights to take legal action against the PO under the laws of Bangladesh.

The term of this agreement shall effect from the date that it is signed and will be continued at the end of the project but it could be expanded by mutual consent of the parties.

4.0 Both parties hereto, having expressly consented to the terms and conditions of this agreement, have put their respective signatures below:

On behalf of Palli Karma-Sahayak Foundation

Signature:

Full name: Dr. Md. Jashim Uddin Designation: Deputy Managing Director

(Administration and Finance)

epuly Managing Director an Karra-Salayar Foundrales (PESP) Transformation Trust (COAST TRUST)

Signature:

Full name: Designation: Rezaul Karim Chowdhury Executive Director

Address:

COAST Trust

On behalf of Coastal Association for Social

Witnesses (Name and full address):

Witnesses (Name and full address):

Programms Officer (Training) **ENRICH Programme** Palli Karma-Sahnyak Foundation (PKSF)

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