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**ANNEX C**

**Contribution Agreement**

*Herein referred to as “Agreement”*

**The Parties**

The Parties to this Agreement are:

**ASEAN CSR Network Ltd**

10 Hoe Chiang Road

#08-03 Keppel Towers

Singapore 089315

*Herein referred to as “ACN” and represented by [insert full name and designation of the authorised signatory]*

*and*

**(Name of Organisation)**

(Complete Address)

*Herein referred to as the “Recipient” and represented by [insert full name and designation of authorised signatory]*

1. **The Project:**

1.1 The title of the project is [state TITLE].

1.2 The purpose of the project is to [state PURPOSE as described in the proposal].

1.3 To enable the Recipient to implement the project, ACN undertakes to provide a financial contribution in the amount specified below.

1.4 The Recipient agrees to use the contribution detailed herein to achieve the purpose described in the approved Project Proposal *(attached as Annex A)*.

1. **Amount & Effective Period**

2.1 ACN hereby agrees to make a contribution in the amount up to but not exceeding [state amount in SGD].

2.2 The contribution shall be used in conjunction with the budgeted expenditures as shown in the submitted Detailed Activity Based Budget *(attached as Annex B).*

* 1. The effective period for implementation is from 01 July 2017 to 31 December 2017, beginning on the day the last of the two parties have signed this Agreement.
  2. Any expenditure incurred before or after the effective period is to be borne by the Recipient.

**3.** **Disbursements & Expenditures**

3.1 Contribution disbursements will be released as follows:

3.1.1 1st disbursement: 80% within 2 weeks of the signing of this Agreement.

3.1.2 2nd disbursement: 20% upon submission and approval of a Final Project Report.

3.2 The Recipient agrees to spend all contributions for the specified purpose only and in strict accordance with the approved Project Proposal *(Annex A)* and Detailed Activity Based Budget *(Annex B).*

3.3 In the event that the total disbursements made by ACN exceed the actual expenditures, the Recipient agrees to return the unspent amount within 1 month after the end of the effective period of this Agreement.

**4.** **Final Project Report**

4.1 A Final Project Report shall be submitted by the Recipient within one (1) month after the end of the effective period of this Agreement.

4.2 The Final Project Report will include a detailed narration of all activities completed and an analysis of the results and outcomes achieved/expected.

4.3 The Final Project Report must be accompanied by a Financial Report *(Annex E),* which shall be prepared in accordance with the Detailed Activity Based Budget *(Annex B),* and includes all original receipts/financial records. *Refer to Final Reporting and Record Keeping session below for more details.*

4.4 The Final Project Report shall likewise explain any material differences from the original proposal, an analysis of risks related to the project, and a description of future plans. Please see attached *Annex D* for a sample of this report.

4.5 ACN reserves the right to conduct a separate evaluation of the project, including by appointing a third-party evaluator and/or interviewing project partners and stakeholders.

**Financial Reporting and Record Keeping**

5.1 A Financial Report *(Annex E)* will be submitted by the Recipient within 1 month after the end of the effective period of this Agreement. All amounts should be indicated in SGD. The Financial Report *(Annex E)* shall be prepared in accordance with the submitted Detailed Activity Based Budget *(Annex B)* and include amounts provided by ACN and other donors, if any, to the project.

5.2 All financial reports and statements are to be prepared in accordance with generally accepted cash accounting methods.

5.3 All original receipts and financial records backing up project expenditures must be submitted with the Financial Report. If originals of documents are to be retained by your organisation, ACN will accept a “certified true copy” of the documents. “Certified true copy” stamps should be accompanied by the full name, designation and signature of the signatory as well as the date signed.

5.4 The Recipient agrees to make all financial records related to this Agreement available to ACN, or its appointed parties, upon request. The Recipient shall not dispose of these financial records for a period of at least two (2) years. Two (2) years will be effective from the date that the first expenditure was made.

5.5 The Financial Report shall be approved and signed by the Recipient’s highest authority in-charge of finance or accounting.

**6. Termination**

6.1 ACN may terminate this Agreement by giving the Recipient sufficient notice in writing if it is determined that the Recipient is not following the Terms and Conditions of this Agreement.

6.2 The Recipient may terminate this Agreement by giving ACN 7 working days’ notice in writing and return all funds received.

6.3 In the event of termination, ACN reserves the right to take such action as may be necessary to recover any disbursement already made.

**7.** **Liability**

7.1 ACN does not assume any liability for any loans or claims for damages arising out of this Agreement.

**8.** **Public Acknowledgement**

8.1 Upon the completion of this signing of Agreement, please approach ACN Communications Department to obtain ACN’s approved logo and guidelines.

8.1 The Recipient is required to acknowledge the financial support of ACN in any published materials, event collaterals, public announcements, or any similar communications once this Agreement has been made.

8.2 All acknowledgement platforms should be emailed to ACN Communications Department for final vetting before it goes to print or made live on e.g. social media.

8.3 Please note that both the Final Project Report and photos will be uploaded on our website and / or other ACN’s publicity materials. Hence, if there is any confidential information that should not be made public, please alert ACN Communications Department.

**9. Disputes**

9.1 Both Parties agree in good faith to negotiate amicably any disputes arising from this Agreement, or subject themselves to a dispute resolution process that is acceptable to both Parties.

9.2 If deemed necessary, any legal procedures shall be subject to Singapore Law and the non-exclusive jurisdiction of the Singapore Courts, without prejudice to the rights of ACN to pursue proceeding against the Recipient in any other court of competent jurisdiction

By signing below, I agree that I have read and understood all the terms as outlined in this Agreement.

In behalf of ACN: In behalf of the Recipient:

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Signature)

Full Name: Full Name:

Designation: Designation:

Organisation: ASEAN CSR Network Ltd. Organisation:

Date: Date:

Witnessed By

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signature)

Full Name: Full Name:

Designation: Designation:

Organisation: Organisation:

Date: Date: