GRANT MANUAL

POLICIES AND PROCEDURES FOR SOLICITING, REVIEWING, AWARDING AND MANAGING PROJECT/ACTIVITY GRANTS FUNDED BY THE UGANDA BIODIVERSITY TRUST FUND

Uganda Biodiversity Fund
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Revised Version: November 2018
Acronyms

UBTF  Uganda Biodiversity Trust Fund
CSO   Civil Society Organization
NGO   Non-Government Organization
SME   Small and Medium Enterprise
CBO   Community Based Organization
RFP   Request for Proposal
CFP   Call for Proposal

Glossary

“Agreement” means a legally binding written agreement signed between the UBTF and the Grantee.

“Applicable Law” means the laws and any other instruments having the force of law in Uganda as they may be issued and in force from time to time.

“Grant” means financial and technical support extended by UBTF to a grantee

“Grantee” means the implementing entity that signs the grant agreement with UBTF.

“Manual” means the description of UBTF policy and procedures for soliciting, reviewing, awarding and managing project grants by Uganda Biodiversity Trust Fund (UBTF).

“Proposal” means the Technical Proposal and the Financial Proposal submitted by the applicant.

“Services” means the work to be performed by the Grantee pursuant to the Agreement.

“Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the UBTF and the applicant/Grantee, and expected results and deliverables of the assignment.
1. INTRODUCTION TO THE MANUAL

1.1 The manual

This Manual provides policy and procedures for soliciting, reviewing, awarding and managing project grants by Uganda Biodiversity Trust Fund (UBTF). Relevant information will be extracted from the Manual and communicated to prospective grantees during solicitation, or call for proposals and grant funding agreement, as appropriate.

The Manual is subordinate to UBTF DEED and will be applied alongside other UBTF financial, human resources, governance and administrative policies.

1.2 Objective and Purpose

The over-all objective of this Manual to ensure an accountable and cost-effective implementation of the Mission of UBTF.

The Purpose of this Manual is to facilitate and guide UBTF decisions on awarding and managing grants.

1.3 Application

The Manual guides both UBTF and grantees and beneficiaries to comply with other UBTF grant management policies. The Manual will also inform UBTF donors and partners of its policy and procedures for awarding and managing grants. The Manual is enforced by the UBTF Board and implemented by the UBTF management.
2. THE UGANDA BIODIVERSITY TRUST FUND

2.1 Establishment

The Uganda Biodiversity Trust Fund (UBTF) is an independent Trust Fund established in 2016 to provide sustainable financing for the conservation of biodiversity and sustainable use of Uganda’s natural resources.

2.2 Mission and objectives of UBTF

**Mission:** The Mission of UBTF is to serve as a catalyst for mobilizing, managing and channelling financial resources for biodiversity conservation and sustainable use of natural resources in Uganda for the benefit of current and future generations and the intrinsic value of nature.

**Objectives:** The Trust Fund provides financing and technical assistance to different entities in pursuance of the following Trust Fund objectives which area to:

- a. Support and promote conservation and management of biodiversity of global, regional and national importance in Uganda.
- b. Support and promote actions that address the vulnerability of biodiversity and ecosystems to climate change and other challenges.
- c. Support and promote knowledge, understanding and appreciation of the value of biodiversity and ecosystem services in Uganda, including long term biodiversity research and monitoring;
- d. Build capacity within Uganda to advance the purposes of the Trust.
- e. Mobilize and manage financial resources and capital to fulfil the purposes and the Objects of the Trust.
- f. Serve as a liaison between government agencies, civil society and the private sector in biodiversity conservation and management in Uganda.

UBTF financial and technical support for biodiversity conservation and sustainable use of natural resources in Uganda is provided in fulfilment of these objectives.

2.2 Governance

UBTF operates under established governance structures and processes that demonstrate UBTF principles of good governance in terms of leadership, ownership, transparency and inclusiveness. UBTF is managed by a Board of Trustees, a body responsible for the management of the Trust’s business, making and enforcing policies and rules and regulations. The Board is assisted by a Management Team headed by an Executive Director. As part of the transparency strategies, UBTF convenes annual conferences aimed at providing accountability to partners and stakeholders in biodiversity conservation and sustainable use of Uganda’s natural resources.
2.4 Core business

The core business of UBTF is to mobilize and manage funds in form of endowments, sinking funds and project funds and disburse these funds to grantees who implement the funded conservation actions. UBTF aspires to become a credible source of finances and other support to these efforts. UBTF does not engage in implementation of biodiversity conservation activities, instead, it provides support to grantees/beneficiaries on a competitive basis. UBTF contribution seeks to add value to ongoing efforts by paying focus on gaps in funding as well as innovations for biodiversity conservation and sustainable use of Uganda’s natural resources.
3. GRANTS AND AWARD PROCEDURES

UBF funding responds to a variety of potential grantees, some of whom are experienced in project implementation while others less so. UBTF recognizes that some of the objectives of the UBTF can be met with smaller and targeted grants, while other grants will need to be significantly larger in order to reach a scale that will have impact, subject to the amount of funds UBTF holds or controls.

3.1 Grant proposals

Proposal for funding by UBTF are generated using two approaches, namely;

a) Solicited proposals: UBTF solicits proposals for funding support based on investments or activities prioritized by UBTF. UBTF will select prospective grantees using the following criteria:
   i. Government institutions with mandate over the UBTF priority investment/activities e.g., marking Protected Area boundary by mandated institutions.
   ii. Entities whose activities provide opportunities for leveraging actions or value addition through upscaling, consolidating activities/investments or replicating success stories.
   iii. Entities with specialized competencies to deliver UBTF priority investments, e.g., translocation of problem animals.

Under this approach, UBTF will originate investment profile/ project profiles and solicit further development by the prospective grantee(s). UBTF will solicit for a letter of interest from prospective grantee specifying the scope of work and budget to guide proposal development. Details of the format for solicited proposals are presented in RFP (Annex 1).

b) Call for proposals: UBF advertises Call for Proposals (CFP) widely through its website and other platforms. Details of the format for proposals submitted under this approach are presented in CFP (Annex 2).

3.2 Grant Categories

The UBTF provides support through the following types of grants:

a. Small Grants - Up to $30,000 US Dollars and for an implementation period not exceeding 12 months. Small grants fund activities covering biodiversity conservation, climate change mitigation and adaptation, knowledge generation and dissemination, conservation dialogue platforms and capacity building. The following categories of grantees eligible to apply for small grants: CBOs, CSOs/NGOs, Research/Academia, Small and Medium Enterprises (SME), Individual land owners, etc.

b. Medium Grants - USD $30,000 - $100,000 and implementation period not exceeding 24 months. Mediums sized grants fund activities covering biodiversity conservation, Climate change mitigation and adaptation, natural resources management, biodiversity based
enterprises. The following categories of grantees are eligible to apply for medium sized grants: CSOs/NGOs, SME, Academia, Government Departments and Agencies, Local Governments.

c. **Large Grants** – USD $100,000 – $250,000 and implementation period not exceeding 36 months. Large grants fund activities covering biodiversity conservation, Climate change mitigation and adaptation, natural resources management, biodiversity based enterprises. The following categories of grantees are eligible to apply for medium sized grants: CSO/NGOs, Academia, Medium Sized Enterprises, Government Departments and Agencies, Local Governments, Trust Funds.

d. **Long-term Grants** – USD >250,000 and implementation period exceeding 60 months. Long-Term Grants fund activities through NGOs, Academia, Government Departments and Agencies, Local Governments, Trust Funds for supporting biodiversity conservation, Climate change mitigation and adaptation, natural resources management, biodiversity based enterprises.

### 3.3 Eligibility for UBTF grant

Entities eligible for the UBTF grants include community based organizations, Land owners, civil society organizations, government departments and agencies, academic institutions, Trust Funds and Private sector enterprises based on their ability to deliver actions that support the UBTF objectives. UBTF support to individual land owners is channelled through an intermediary agency. A Government Department and Agencies become eligible if it; i) has legal authority to apply for and receive private funds, and, ii) would not assert a claim of sovereign immunity. Specific eligibility conditions are provided in the RFP or Call for Proposals for each category of the grants and applicant.

### 3.4 Application submission

UBTF receives solicited and unsolicited applications using Grant application form that is sent to the targeted grantee electronically together with the RFP and Terms of Reference or in the Call for Proposal. Application forms and submission details are presented in Annex 1 and Annex 2 respectively. Technical and financial proposals are submitted separately. Applications submitted after the stipulated deadline will not be considered for assessment by UBTF.

Applicants wishing to contact the UBTF for clarifications or additional information pertaining to the RFP or CFP may do so within 10 working days after receipt of the RPF or CFP. All inquiries will be directed to the designated UBTF desk as stipulate in the RFP. The UBTF will provide the required information within reasonable time, in any case not more 5 working days. All inquiries shall be made in and responses to be provided in writing will be filled for future reference, especially, during the assessment of the proposals and grant agreement negotiations. Any form of lobbying is not permissible and proof of this could lead to rejection of the application and or blacklisting the applicant.

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1 This may include biodiversity monitoring activities

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3.5 **Considerations to award a grant**

The process of receiving and screening proposals takes into account the specific application requirements stated in the Request for Proposal (Annex 1) or Call for Proposals (Annex 2). In addition, the following principles and broad considerations are taken into account:

a. Sustainability of the project activities showing clear plans for continuing the project after UBTF funding support.

b. Proof of local community or stakeholder ownership, contribution and participation.

c. Inclusive development through integrating gender (women, youth, elderly, etc.), culture, tenure, access/use rights and Safeguards.

d. Procedures for avoiding Conflict of Interest.

e. Exclusions, i.e., being those activities that would not be undertaken with UBTF grant, namely;

   i. Purchase of land.

   ii. Removal or alteration of any physical cultural property (including those with archaeological, palaeontological, historical, religious or unique natural values).

   iii. Relocation of people or any other form of involuntary resettlement.

3.6 **Criteria for assessing proposals**

UBTF aims to ensure an objective and transparent procedure for receiving, reviewing and making decision on each application/proposal. Proposals are assessed for their relevance, technical quality, compliance with budget and budgeting requirements, potential for success and sustainability as well as their likely social and environmental benefits and impacts.

3.6.1 **Assessing proposals submitted in response to an advert/Call for proposals**

The criteria applied to assess proposals submitted in response to Call for Proposals is presented in Table 1. The minimum score required to pass the technical assessment is set at 70%. Applications obtaining the minimum score will qualify to have their financial proposal assessed. Applications whose assessment score is less than 70% will not qualify to have their financial proposal assessed. The final assessment reports combine both technical and financial assessment scores.
Table 1: Assessment criteria for proposals submitted in response to call for proposals.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Score (Out of 100%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Assessment</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Relevance:</strong></td>
<td></td>
</tr>
<tr>
<td>a. Does the project satisfactorily address or seek to contribute towards meeting UBTF objectives and priorities stated in the call for proposals? (5 marks)</td>
<td>20</td>
</tr>
<tr>
<td>b. Is the project relevant to the mandate, core business and competencies of the applicant? (5 marks)</td>
<td></td>
</tr>
<tr>
<td>c. Is the project logic and stated project outputs and results achievable by the project grant and implementation arrangements? (10 marks)</td>
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</tr>
<tr>
<td><strong>Technical:</strong></td>
<td></td>
</tr>
<tr>
<td>a. Is the approach technically sound and sufficient to achieve the proposed outputs and results? (12 marks)</td>
<td>40</td>
</tr>
<tr>
<td>b. Does the project clearly show how environmental and social risks (if any), will be avoided or minimized or mitigated? (3 marks)</td>
<td></td>
</tr>
<tr>
<td>c. Does the project clearly outline how it will engage with communities, mandated institutions or land owners (if applicable) to effectively deliver project outputs and results? (5 marks)</td>
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<tr>
<td>d. Does the project offer innovations to tackling the identified problem? (5 marks)</td>
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<tr>
<td>e. Does the project provide for synergies with ongoing initiatives and activities by other players? (5 marks)</td>
<td></td>
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<tr>
<td>f. Does the project provide a clear strategy and plan for data and information management, including dissemination and publicity? (2 marks)</td>
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<tr>
<td>g. Does the project demonstrate how it will build capacity at institutional or individual levels? (3 marks)</td>
<td></td>
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<tr>
<td>h. Does the project have a clear monitoring and evaluation plan based on measurable outcomes and indicators? (5 marks)</td>
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<tr>
<td><strong>Social:</strong></td>
<td></td>
</tr>
<tr>
<td>a. Will the project contribute towards improving the livelihoods options of the targeted community?</td>
<td>10</td>
</tr>
<tr>
<td>b. Does the project clearly define beneficiaries (who, number) and how they will benefit from the project?</td>
<td></td>
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<tr>
<td>c. Does the project identify potential social risks to local communities and vulnerable groups – women, youth, elderly and indigenous resources dependent people?</td>
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</tr>
<tr>
<td>d. Does the project describe how social risks to local communities or vulnerable groups in the project area will be addressed?</td>
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</tr>
<tr>
<td>e. Has the project considered gender and inclusive development issues in the activity design and implementation approach?</td>
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<td>f. Has the project described monitoring and reporting frameworks that cater for gender and inclusive development monitoring and reporting?</td>
<td></td>
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<tr>
<td>g. Does the project describe how the social safeguards stipulated in the call for proposals will be addressed?</td>
<td></td>
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<tr>
<td><strong>Environmental:</strong></td>
<td></td>
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<tr>
<td>a. Does the project identify potential environmental risks?</td>
<td>10</td>
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<tr>
<td>b. Does the project describe how environmental risks will be addressed?</td>
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<td></td>
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<tr>
<td><strong>Assessment of Financial Proposal</strong></td>
<td></td>
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<tr>
<td><strong>Financial:</strong></td>
<td></td>
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<td></td>
<td>20</td>
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</tbody>
</table>
3.6.2 Assessing solicited proposals

The criteria applied to assess solicited proposals is presented in Table 2. The assessment aims at identifying areas for improvement in the proposals. The assessment results will form basis for negotiations with the prospective grantee aiming ensuring that the negotiated issues are incorporated in the final proposal documents. The final assessment reports combine both technical and financial assessment scores.

Table 2: Assessment criteria for solicited proposals.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Assessment results and recommendations</th>
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<tbody>
<tr>
<td><strong>Technical Assessment</strong></td>
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Environmental:

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</tbody>
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Assessment of Financial proposal

<table>
<thead>
<tr>
<th>a. Does the budget comply with requirements in the RFP or Call for Proposal?</th>
</tr>
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<tbody>
<tr>
<td>b. Does the project include options and mechanisms for leverage additional funding?</td>
</tr>
<tr>
<td>c. Does the project outputs and results demonstrate good value for money?</td>
</tr>
<tr>
<td>d. Does the project proponent demonstrate capacity to manage the size of grant applied for?</td>
</tr>
</tbody>
</table>

### 3.7 Approval of the assessment report

The Assessment panel constituted by the UBTF Board submits the Assessment reports to the UBTF Board for approval. This approval commits UBTF to award the grant, after conducting due diligence on recommended grantee(s).

### 3.8 Conducting due diligence

UBTF will conduct due diligence on recommended grantees in order to ascertain their credibility to be awarded a grant. This process will consider the following among others: criminal record, financial and accountability matters, past performance in similar undertakings, organizational governance and management capacities, compliance with taxation and labour laws, etc. These considerations may vary on case by case.

### 3.9 Negotiations

All grant award agreements are preceded by negotiations conducted led by the Executive Director or conducted by a team constituted by the Board. Issues for negotiations are based on issues stated in the approved assessment report. A report of the negotiations is prepared by the Negotiation team and signed by the negotiations team and the applicant. The signed negotiations report is appended to the Grant agreement.
3.10 Conducting due diligence

UBTF will conduct due diligence on deserving applicants in order to ascertain their credibility to be awarded a grant. This process will consider the following among others: criminal record, financial and accountability matters, past performance in similar undertakings, organizational governance and management capacities, compliance with taxation and labour laws, etc. These considerations may vary on a case-by-case basis.

3.11 Awarding Grant agreement

All grant agreements are approved by the UBTF and signed by the Executive Director and in accordance with the UBTF policy on Delegation of Authority.
4. GRANT ADMINISTRATION

The Executive Director manages all grants. The Executive Director designates a “Grant Officer” responsible for the administration of each grant.

Grants are issued in accordance with applicable provisions in the Trust DEED and UBTF policies on finance management, procurement, partnerships, communications and outreach, resources mobilizations, asset management, among others. UBTF commits the grant using the Grant agreement format presented in Annex 3 for institutions and Annex 4 for individual grantees. Both formats specify:

a. Start and completion date
b. Grant amount
c. Procedures for:
   i. Grant disbursement
   ii. Variations in grant amounts
   iii. Budget management and revisions
   iv. Grant termination and closure
   v. Granting cost and no-cost extensions
   vi. Monitoring and Evaluation grant performance and outcomes
   vii. Reporting and information management
   viii. Formal communication and feedback mechanisms
   ix. Routine communication and feedback mechanisms
   x. Publications and Intellectual property rights
   xi. Representation
   xii. Consultations and arbitration
   xiii. Asset management and disposal plan
   xiv. Notices
4. COST RECOVERY

UBTF aims to operate in cost effective manner ensuring that costs for running UBTF business are recovered from the grants it receives/manaages. This will ensure that UBTF recovers full costs for managing grants and avoids subsidizing transaction costs. The UBTF policy on Cost recovery provides details on the estimates and procedures for their implementation.

UBTF will recover both direct and indirect costs it incurs when managing grants in accordance with the UBTF Policy on Cost recovery. The following costs will be received from each grant:

a. Staff time charges: These are the time costs of UBTF staff apply to projects/grants for the delivery of specific projects/grant outputs and against specific project budget lines.

b. Direct charges: These are costs included into the grant budget to cover direct costs of supervision and monitoring travel, office costs (photocopying, communications, etc.), audits, External Evaluations, among others.

5. ACCOUNTABILITY AND TRANSPARENCY

UBTF grantees are required to demonstrate high professional and ethical standards that ensures good accountability, transparency practices and value for money. The following accountability and transparency measures will be integral components of the grant agreement:

a. Mandates for fund requisitions, accountability and reporting.

b. Compliance with budget management and accountability terms and conditions.

c. Internal controls and maintaining books/record of accounts.

d. Internal and External Audits.

e. Assets register.

6. GRANT CLOSURE PROCEDURES

UBTF grants are managed in manner that ensures smooth closure of the projects and grant obligations by both the UBTF and the Grantee. In order to realise this, the following procedures are made integral components of the grant agreement, as appropriate:

a. Final reporting (including final reporting format, information needed, required Annexes/appendices, submission and approval procedures, etc.)

b. Conducting final project evaluation.

c. Undertaking final Audits and closure of books of accounts.

d. Closure/retiring Assets register.
7. INFORMATION MANAGEMENT AND INTELLECTUAL PROPERTY RIGHTS

UBTF allows grantees to retain principal legal rights to intellectual property developed under its grants. Both UBTF and grantees are entitled to make use for their own purposes or communication to third parties for information or operational purposes, the findings of studies, site activities, publications, data, awareness materials, seminars and conferences and any conclusions or information generated as a result of UBTF Grants.

In cases where the grantee wishes to use the material for academic and scientific purposes, the grantee should notify and seek consent from UBTF prior to using the material for the said purposes. UBTF shall not unreasonably refuse to consent this sharing of intellectual property.

The grantee shall make express mention of the UBTF’s financial support in all documents that are disseminated or published, as well as in the course of events organized in connection with the Grant.

The following additional measures are provided in the grant agreement:

a. Lesson learning, documentation and sharing the success stories.

b. Archiving and retrieval procedures.

c. Branding requirements and procedures for all published materials and other information intended for public or third party use.

8. CROSS – CUTTING ISSUES AND SAFEGUARDS

Grant applicants are required to demonstrate how the following cross-cutting issues and safeguards will be addressed during implementation and reporting.

8.1 Cross cutting issues

The following cross cutting issues are mandatory:

a. Mainstreaming Gender (women, youth, elderly).

b. Participation and rights of Vulnerable groups – resource dependent minority groups/people e.g., Forest dependent indigenous people.

c. Inclusive development approaches and processes e.g., stakeholder participation and engagement, rights to access and use natural resources, etc.

d. Sustainability.

e. Partnerships and leveraging resources.

f. Learning and sharing experiences and lessons.

g. Adaptive management.
8.2 Safeguards

UBTF safeguard policies help ensure that projects funded by UBTF do not inadvertently cause negative impacts, either to the environment or to local communities and people. UBTF assesses adequacy of each proposal in terms of addressing safeguards. UBTF monitors project implementation to ensure compliance with safeguards. In the event that a project triggers a safeguard, UBTF requires the grantee to submit an additional safeguard document clarifying on the project’s potential consequences and mitigation measures to be undertaken. UBTF will advise on compliance required of the grantee based on the mitigation measures submitted.

The following safeguards issues are mandatory for each project:

a. Environmental Assessment.
b. Involuntary Resettlement.
c. Indigenous Peoples.
d. Application of chemicals/Hazardous chemicals.
e. Stakeholder engagement and Prior Consent.
g. Culture and Cultural values.

9. GRIEVANCE MECHANISMS

In the event an applicant is not satisfied with the application approval outcomes or grantee is not satisfied with any aspects of grant administration, such aggrieved party is entitled to seek explanation from UBTF. The aggrieved party is encouraged to contact “Grant Officer” in writing specifying the complaint that requires response. UBTF will strive to provide timely responses. If the aggrieved party is not satisfied with the response, a grievance may be submitted in writing to UBTF Executive Director for redress.

With regard to implementation of safeguards, local communities and other interested stakeholders may raise a grievance, at any time, to the applicant /grantee. The Applicant/Grantee is required to; i) inform the complainants of the provisions of UBTF Environmental and Social Management Framework and Grievance Management Framework mechanism; ii) respond to the complainants. In the event that the complainant is not satisfied, the complainant is encouraged to contact UBTF Grant Officer specifying the complaint that requires response.

UBTF will strive to respond to submitted complaints within 5 calendar days of receipt of the compliant.
10. CONFLICT OF INTEREST

UBTF operations aim to demonstrate high professional and ethical standards thus ensuring good accountability and transparency practices when soliciting or advertising for proposals, assessing proposals, approving, awarding and management of the grants. UBTF Board members and management personnel are expected to comply fully with the internal code of conduct and avoid any possibilities of conflict of interest.

With respect to assessing applications, any UBTF personnel or application review agent serving UBTF in this capacity, may not participate in assessing any proposal if:

a. He/She is related to the applicant as a spouse, minor child, or business partner.
b. He/She is employed with or has an arrangement for future employment or is negotiating for employment with the applicant.
c. He/She is an officer, director, trustee, or partner with the applicant.
d. He/She has financial interest in the outcome of the proposal.
e. He/She is a supervisor of the applicant (this applies to the Student applicants).
f. He/She is recent former employer, an organization in which the reviewer is an active participant.

All reviewers will be required to sign a UBTF Conflict of Interest Disclosure Form as provided for under Article 14 of the Uganda Biodiversity Trust Fund Trust Deed.
11. **ANNEXES**

11.1 **Annex 1: Request for Proposals Format**

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Request for Proposal

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Project Title..................................

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Uganda Biodiversity Fund
Plot 16-18 Wampewo Avenue, Nyonyi Gardens, Kololo
P.O Box 26156, Kampala.
info@ugandabiodiversityfund.org
www.ugandabiodiversityfund.org

Issued on: .........
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G. TERMS OF REFERENCE ......................................................................................................................... 31
A: REQUEST FOR PROPOSAL LETTER

Title of Assignment: .............

RFP Reference No.: 

Grant No.: ......

Date: ...........

To: ................................

Dear ................................

The UBTF has been allocated grant funds (the "Grant") from ..........and intends to apply the funds to support the implementation of ..........title .............

UBTF now invites .......... to submit technical and financial proposal seeking to provide the following technical services (hereinafter called “Services”) to the ..........title .............to be received by ........DD/MM/20........ Details on the Services required are provided in the Terms of Reference attached to this letter.

It is not permissible to transfer this RFP to any other organization/firm.

Please inform us by DD/MM/ 20........ in writing confirming receipt of this Request for Proposals and advising us whether you intend to submit a proposal alone or in association with other entities.

Yours sincerely,

Executive Director

UBTF
B: INSTRUCTIONS TO APPLICANTS

General Provisions - Definitions

“Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Grantee.

“Applicable Law” means the laws and any other instruments having the force of law in Uganda as they may be issued and in force from time to time.

“Grant” means financial and technical support extended by UBTF to a grantee

“Grantee” means the implementing entity that signs the grant agreement with UBTF.

“Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Grantee under the Grant Agreement.

“Agreement” means a legally binding written agreement signed between the UBTF and the Grantee.

“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Grantee or Affiliate.

“Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Agreement and whose CV is taken into account in the technical evaluation of the application.

“Non-Key Expert(s)” means an individual professional provided by the Grantee or its Affiliate and who is assigned to perform the Services or any part thereof under the Agreement and whose CVs are not evaluated individually.


“Services” means the work to be performed by the Grantee pursuant to the Agreement.

“Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the UBTF and the Grantee, and expected results and deliverables of the assignment.
C: The UGANDA BIODIVERSITY TRUST FUND

1. Introduction

The Uganda Biodiversity Trust Fund (UBTF) is an independent Trust Fund established in 2016 to provide sustainable financing for the conservation of biodiversity and sustainable use of Uganda’s natural resources.

Mission: The Mission of UBTF is to serve as a catalyst for mobilizing, managing and channelling financial resources for biodiversity conservation and sustainable use of natural resources in Uganda for the benefit of current and future generations and the intrinsic value of nature.

Objectives: The Trust Fund provides financing and technical assistance to different entities in pursuance of the following Trust Fund objectives which area to:

a. Support and promote conservation and management of biodiversity of global, regional and national importance in Uganda.

b. Support and promote actions that address the vulnerability of biodiversity and ecosystems to climate change and other challenges.

c. Support and promote knowledge, understanding and appreciation of the value of biodiversity and ecosystem services in Uganda, including long term biodiversity research and monitoring;

d. Build capacity within Uganda to advance the purposes of the Trust.

e. Mobilize and manage financial resources and capital to fulfill the purposes and the Objects of the Trust.

f. Serve as a liaison between government agencies, civil society and the private sector in biodiversity conservation and management in Uganda.

UBTF financial and technical support for biodiversity conservation and sustainable use of natural resources in Uganda is provided in fulfilment of these objectives.

UBTF operates under established governance structures and processes that demonstrate UBTF principles of good governance in terms of leadership, ownership, transparency and inclusiveness. UBTF is managed by a Board of Trustees, a body responsible for the management of the Trust’s business, making and enforcing policies and rules and regulations. The Board is assisted by a Management Team headed by an Executive Director. As part of the transparency strategies, UBTF convenes annual conferences aimed at providing accountability to partners and stakeholders in biodiversity conservation and sustainable use of Uganda's natural resources.

The core business of UBTF is to mobilize and manage funds in form of endowments, sinking funds and project funds and disburse these funds to grantees who implement the funded conservation actions. UBTF aspires to becomes a credible source of finances and other support to these efforts. UBTF does not engage in implementation of biodiversity conservation activities, instead, it provides support to grantees/beneficiaries on a competitive basis. UBTF contribution seeks to add value to ongoing efforts by paying focus on gaps in funding as well as innovations for biodiversity conservation and sustainable use of Uganda’s natural resources.

2. Funding Priority

Statement of the priority areas for funding for which the proposal is being solicited ...
D: GRANTS AND GRANT CONDITIONS

1. The Grants

State the Category of applicable Grant Category

2. Grant Conditions

The application is required to provide evidence of:

a. Sustainability of the project activities showing clear plans for continuing the project after UBTF funding support.
b. Local community or stakeholder ownership, contribution and participation.
c. Inclusive development through integrating gender (women, youth, elderly, etc.), culture, tenure and access/use rights,
d. Procedures for avoiding Conflict of interests
e. Measures for addressing the following cross cutting issues:
   i. Gender (women, youth, elderly)
   ii. Vulnerable groups – resource dependent minority groups/people e.g., Forest dependent indigenous people
   iii. Inclusive development approaches and processes e.g., stakeholder participation and engagement, rights to access and use natural resources, etc.
f. Measures for addressing the following safeguards:
   i. Environmental Assessment
   ii. Involuntary Resettlement
   iii. Indigenous Peoples
   iv. Application of chemicals/Hazardous chemicals
   v. Stakeholder engagement and Prior Consent
   vi. Health, Safety and Environment
   vii. Culture and Cultural values

3. Procedures for submitting the application

3.1 Accessing Grant application forms

Attach Request for proposal and Terms of Reference.

3.2 Making inquiries

The applicant, upon receipt of Request for proposals can contact the designated UBTF Grants Officer for clarifications or additional information pertaining to the RFP within 10 working days after receipt The UBTF
will provide the required information within reasonable time, in any case not more 5 working days. All inquiries shall be made in and responses to be provided in writing will be filed for future reference, especially, during the assessment of the proposals and grant agreement negotiations. Any form of lobbying is not permissible and proof of this could lead to cancellation of the RFP and or black listing the applicant.

3.3 Submissions

3.3.1 Deadline

Grant applications/proposals should be submitted and reach the Executive Director, UBTF before DD/MM/20.... Project proposals submitted after the application deadline will not be considered for funding by UBTF.

3.3.2 Project Description

Each Project Proposal should not exceed ten (30 pages) (excluding annexes and cover sheet) and should contain sufficient relevant details on each of the following items: -

1. Date of Application:
2. Title:
3. Location: (Villages, District(s):
4. Description of Applying Entity:
   (i) Name and Address:
   (ii) Legal Status:
   (iii) Year Created:
5. Name, qualifications and title of responsible person (if research include name of advisor/supervisor):
6. Proposal Thematic Area:
7. Project Summary
8. Project Objectives and Performance Measures:
9. Purpose
10. Planned Activities (with physical, measurable targets):
11. Justification and Rationale for the Proposal (Indicate how your project will help/contribute to the achievement of Objective stated in the RFP/Terms of Reference)
12. Anticipated Beneficiaries from the Proposal:
13. Brief Description of the expected outputs and deliverables of the Project:
14. Status of the Proposed Activity (e.g., has work already commenced, is the Proposed Activity being continued, or is it building upon previous work?):
15. How will you Implement the Proposed Activity?
16. Time, Duration and Implementation Schedule/Plan:
17. Sustainability Plan:
18. Total Budget for the Project (with breakdown into components) and include any in-kind contributions and their value:
19. Provided by Others In-kind Contribution
20. Indicate the sources of funds provided by others below:
21. Endorsement by:
   a. Local Community/Local Government
   b. Mandated Institutions
c. Supervisor (Research) + proof of Research permit if Researcher is by non-resident.

3.3.3 How to Apply

Completed Project Proposals should be submitted in both soft and hard copies to the undersigned before the application deadline by hand, post, fax or e-mail. Applications submitted by e-mail or fax should be followed by submission of the duly signed original hard copies within the application deadline.
E: TECHNICAL PROPOSAL SUBMISSION FORM

(Location, Date)

To: Executive Director
    Uganda Biodiversity Fund
    Plot 16-18 Wampewo Avenue, Nyonyi Gardens, Kololo
    P.O Box 26156, Kampala.
    info@ugandabiodiversityfund.org
    www.ugandabiodiversityfund.org

I/We, the undersigned, offer to provide the services for implementing ..........title ..... in accordance with your Request for Proposals (RFP) dated DD/MM/20..., and our Proposal. I/We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal¹.

I/We hereby declare that:

a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to rejection of our proposal.
b. I/We have no conflict of interest in accordance with UBTF Policy on Conflict of Interest.
c. I/We undertake to observe Uganda's laws against fraud and corruption, including bribery.
d. I/We undertake to negotiate the Grant on the basis of the proposed Key Experts.
e. I/Our Proposal is binding upon us and subject to any modifications resulting from the Grant negotiations.
f. I/We undertake, if our Proposal is accepted and the Grant Agreement is signed, to initiate the Services related to the assignment no later than the agreed date stipulate din the Grant Agreement.
g. I/We understand that UBTF is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

____________________________________________________
Signature (of authorized representative) (In full and initials):
Full name: (insert full name of authorized representative)
Title: (insert title/position of authorized representative)
Name of Grantee:
Address: (insert the authorized representative’s address)
Phone/fax: (insert the authorized representative’s phone and fax number, if applicable)
Email: (insert the authorized representative’s email address)

¹ If joint venture, the following wording apply: We are submitting our Proposal a joint venture with: (Insert a list with full name and the legal address of each member, and indicate the lead member). We have attached a copy (insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”) signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.
D: TECHNICAL PROPOSAL

Submit technical proposals providing the following information:

a. **Technical Approach and Methodology.** (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output (Section ....)

b. **Work Plan.** (Please outline the plan using format in Table A for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by UBTF), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. Section ....)

### TABLE A: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

<table>
<thead>
<tr>
<th>N°</th>
<th>Task</th>
<th>Scope</th>
<th>Deliverable</th>
<th>Implementation and delivery schedules (Months/Quarters)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

ψ List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the UBTFs approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

ψ Duration of activities shall be indicated in a form of a bar chart.

ψ Include a legend, if necessary, to help read the chart.

C. **Organization and Staffing.** (Please describe the structure and composition of your team, including the List of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.)

Present CV of key Experts using the following format:
UBTF Request for Proposals: Version YYYY 2018

<table>
<thead>
<tr>
<th>Position Title</th>
<th>(e.g., TEAM LEADER)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>(Insert full name)</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>(day/month/year)</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

**Education:** (List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained)

**Employment record relevant to the assignment:** (Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.)

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact information for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., Jan 2018-present]</td>
<td>Name: Title/Position: Referee</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Adequacy for the Assignment:

**Detailed Tasks Assigned to the Expert:**

<table>
<thead>
<tr>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of deliverables for the expert</td>
</tr>
</tbody>
</table>

**Expert’s contact information:** (e-mail ................................., phone..............)

**Certification:**
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification and/or sanctions by the UBTF.

{day/month/year}

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

{day/month/year}

<table>
<thead>
<tr>
<th>Name of authorized Representative of the Consultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

(Relevant to Version 2018)
E: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL SUBMISSION FORM

(Location, Date)

To: Executive Director
   Uganda Biodiversity Fund
   Plot 16-18 Wampewo Avenue, Nyonyi Gardens, Kololo
   P.O Box 26156, Kampala.
   info@ugandabiodiversityfund.org
   www.ugandabiodiversityfund.org

Dear Sirs:

I/We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

I/Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, “inclusive” of all indirect local taxes in accordance with Taxation laws of Uganda. The estimated amount of local indirect taxes is {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations.

I/We understand you are not bound to accept any Proposal you receive.

I/We remain,

Yours sincerely,

______________________________________________
Signature (of Grantee authorized representative) {In full and initials}:
Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Grantee: (company’s name or JV’s name):
Capacity: {insert the person’s capacity to sign for the Grantee}
Address: {insert the authorized representative’s address}
Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}
Email: {insert the authorized representative’s email address}

(For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached)
# SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Personnel costs</th>
<th>Total USD</th>
<th>TOTAL UGX</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. terms</td>
<td>Designation</td>
<td>Type of reimbursement</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fee/Salary/Honorarium</td>
<td>Lump sum/against evidence</td>
</tr>
<tr>
<td></td>
<td>Per diem</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Overnight accommodation allowance</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

## Travel costs

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Air travel expenses</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Other travel costs: Domestic travel expenses</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Other Travel costs: Foreign travel expenses</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Relocation goods</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

## Supplies

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Durable Supplies/inputs/equipment’s</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Non -durable Supplies/inputs/equipment’s</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Office and operating costs</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Vehicle costs</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Consumables</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

## Capacity building

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workshops, training</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

## Other Costs

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Communication, publications, dissemination and outreach</td>
<td>Against evidence</td>
</tr>
<tr>
<td></td>
<td>Taxes</td>
<td>Lumpsum/ Formula</td>
</tr>
<tr>
<td></td>
<td>Management Overheads (&lt;5%)</td>
<td>Lumpsum/ Formula</td>
</tr>
<tr>
<td></td>
<td>Contingence</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

| TOTAL |            |            |
F: FRAUD AND CORRUPTION

*Insert UBTF Policy Statement*
G. TERMS OF REFERENCE

Insert
11.2 Annex 2: Call for proposal Format

CALL FOR PROJECT PROPOSALS FOR FUNDING BY THE UBTF

1. INTRODUCTION

The Uganda Biodiversity Trust Fund (UBTF) is an independent Trust Fund established in 2016 to provide sustainable financing for the conservation of biodiversity and sustainable use of Uganda’s natural resources.

Mission: The Mission of UBTF is to serve as a catalyst for mobilizing, managing and channelling financial resources for biodiversity conservation and sustainable use of natural resources in Uganda for the benefit of current and future generations and the intrinsic value of nature.

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a. Support and promote conservation and management of biodiversity of global, regional and national importance in Uganda.

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d. Build capacity within Uganda to advance the purposes of the Trust.

e. Mobilize and manage financial resources and capital to fulfil the purposes and the Objects of the Trust.

f. Serve as a liaison between government agencies, civil society and the private sector in biodiversity conservation and management in Uganda.

UBTF financial and technical support for biodiversity conservation and sustainable use of natural resources in Uganda is provided in fulfilment of these objectives.

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Board of Trustees, a body responsible for the management of the Trust’s business, making and enforcing policies and rules and regulations. The Board is assisted by a Management Team headed by an Executive Director. As part of the transparency strategies, UBTF convenes annual conferences aimed at providing accountability to partners and stakeholders in biodiversity conservation and sustainable use of Uganda’s natural resources.

The core business of UBTF is to mobilize and manage funds in form of endowments, sinking funds and project funds and disburse these funds to grantees who implement the funded conservation actions. UBTF aspires to becomes a credible source of finances and other support to these efforts. UBTF does not engage in implementation of biodiversity conservation activities, instead, it provides support to grantees/beneficiaries on a competitive basis. UBTF contribution seeks to add value to ongoing efforts by paying focus on gaps in funding as well as innovations for biodiversity conservation and sustainable use of Uganda’s natural resources

2. FUNDING PRIORITY

Statement of the priority areas for funding for which the Call is announcing ...

3. GRANTS AVAILABLE

State the Category of Grant for this Call of proposals

4. ELIGIBILITY

Specify eligible applicants

5. TERMS AND CONDITIONS

5.1 Conditions

Each grant application is required to provide evidence of:

a. Sustainability of the project activities showing clear plans for continuing the project after UBTF funding support.

b. Local community or stakeholder ownership, contribution and participation.

c. Inclusive development through integrating gender (women, youth, elderly, etc.), culture, tenure and access/use rights, etc.

d. Procedures for avoiding Conflict of interests

e. Measures for addressing the following cross cutting issues:

   i. Gender (women, youth, elderly)
ii. Vulnerable groups – resource dependent minority groups/people e.g., Forest dependent indigenous people
iii. Inclusive development approaches and processes e.g., stakeholder participation and engagement, rights to access and use natural resources, etc.

f. Measures for addressing the following safeguards:
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   ii. Involuntary Resettlement
   iii. Indigenous Peoples
   iv. Application of chemicals/Hazardous chemicals
   v. Stakeholder engagement and Prior Consent
   vi. Health, Safety and Environment
   vii. Culture and Cultural values

6. PROCEDURES FOR SUBMITTING THE APPLICATION

6.1 Accessing Grant application forms

Grant application form is publically disclosed electronically thorough UBTF Website, Media, Partner Website, Government Institutions, CSO networks, among other avenues. Hard copies of the application forms can be obtained from UBTF Offices in Kampala.

6.2 Making inquiries

The prospective applicant, upon receipt of the Call for Proposals (CFP) can contact the UBTF for clarifications or additional information pertaining to the Call for Proposals within 10 working days after receipt of the CFP. All inquiries will be directed to the designated UBTF desk as stipulated in the CFP. The UBTF will provide the required information within reasonable time, in any case not more 5 working days. All inquiries shall be made in and responses to be provided in writing will be filled for future reference, especially, during the assessment of the proposals and grant agreement negotiations. Any form of lobbying is not permissible and proof of this could lead to disqualification of the application and or blacklisting the applicant.

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Grant applications/proposals should be submitted and reach the Executive Director, UBTF before DD/MM/20… Project proposals submitted after the application deadline will not be considered for funding by UBTF.

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Each Project Proposal should not exceed ten (10) pages (excluding annexes and cover sheet) and should contain sufficient relevant details on each of the following items, where applicable:

   a. Date of Application:
b. Title:
c. Location: (Villages, District(s):
d. Description of Applying Entity:
   a. Name and Address:
   b. Legal Status:
   c. Year Created:
e. Name, qualifications and title of responsible person (if research include name of advisor/supervisor):
f. Proposal Thematic Area:
g. Project Summary
h. Project Objectives and Performance Measures:
i. Purpose
j. Planned Activities (with physical, measurable targets):
k. Justification and Rationale for the Proposal (Indicate how your project will help/contribute to the achievement of Objective stated in the RFP/Terms of Reference
l. Anticipated Beneficiaries from the Proposal:
m. Brief Description of the expected outputs and deliverables of the Project:
n. Status of the Proposed Activity (e.g., has work already commenced, is the Proposed Activity being continued, or is it building upon previous work?):
o. How will you Implement the Proposed Activity?
p. Time, Duration and Implementation Schedule/Plan:
q. Sustainability Plan
r. Total Budget for the Project (with breakdown into components) and include any in-kind contributions and their value:
s. Provided by Others In-Kind Contribution
t. Indicate the sources of funds provided by others below:
u. Endorsement by:
   a. Local Community/Local Government
   b. Mandated Institutions
   c. Supervisor (Research) + proof of Research permit if Researcher is by non-resident.

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   www.ugandabiodiversityfund.org

I/We, the undersigned, offer to provide the services for implementing ........title ...... in accordance with your Call for Proposals (CFP) dated DD/MM/20.... and our Proposal. I/We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal¹.

I/We hereby declare that:
   a. All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to rejection of our proposal.
   b. I/We have no conflict of interest in accordance with UBTF Policy on Conflict of Interest.
   c. I/We undertake to observe Uganda’s laws against fraud and corruption, including bribery.
   d. I/We undertake to negotiate the Grant on the basis of the proposed Key Experts.
   e. I/Our Proposal is binding upon us and subject to any modifications resulting from the Grant negotiations.
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   g. I/We understand that UBTF is not bound to accept any Proposal that it receives.

We remain,
Yours sincerely,
_________________________________________________________________
Signature (of authorized representative) {In full and initials}:
Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Grantee:
Address: {insert the authorized representative’s address}
Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}
Email: {insert the authorized representative’s email address}

¹ If joint venture, the following wording apply: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.
D: TECHNICAL PROPOSAL

Submit Technical proposals providing the following information

c. **Technical Approach and Methodology.** (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output (Section ....)

d. **Work Plan.** (Please outline the plan using format in Table A for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by UBTF), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. Section ......

**TABLE A: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

<table>
<thead>
<tr>
<th>N°</th>
<th>Task</th>
<th>Scope</th>
<th>Deliverable</th>
<th>Implementation and delivery schedules (Months/Quarters)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1  2  3  4  5  6  7  8  9  ..... n  TOTAL</td>
</tr>
</tbody>
</table>

ψ List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the UBTFs approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

ψ Duration of activities shall be indicated in a form of a bar chart.

ψ Include a legend, if necessary, to help read the chart.
**D. Organization and Staffing.** (Please describe the structure and composition of your team, including the List of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.) Present CV of key Experts using the following format:

<table>
<thead>
<tr>
<th>Position Title</th>
<th>{e.g., TEAM LEADER}</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Expert:</td>
<td>{Insert full name}</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>{day/month/year}</td>
</tr>
<tr>
<td>Country of Citizenship/Residence</td>
<td></td>
</tr>
</tbody>
</table>

**Education:** (List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained)

**Employment record relevant to the assignment:** (Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.)

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact information for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., Jan 2018-present]</td>
<td>Name: Title/Position: Referee</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Adequacy for the Assignment:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned to the Expert:</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>List of deliverables for the expert</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Expert’s contact information: (e-mail …………………., phone……………)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification and/or sanctions by the UBTF.

{day/month/year}

Name of Expert   Signature   Date

{day/month/year}

Name of authorized   Signature
Date

Representative of the Consultant
(the same who signs the Proposal)
E: FINANCIAL PROPOSAL

FINANCIAL PROPOSAL SUBMISSION FORM

(Location, Date)

To: Executive Director  
Uganda Biodiversity Fund  
Plot 16-18 Wampewo Avenue, Nyonyi Gardens, Kololo  
P.O Box 26156, Kampala.  
info@ugandabiodiversityfund.org  
www.ugandabiodiversityfund.org

Dear Sirs:

I/We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

My/Our attached Financial Proposal is for the amount of (Indicate the corresponding to the amount(s) currency(ies)) [Insert amount(s) in words and figures], “inclusive” of all indirect local taxes in accordance with Taxation laws of Uganda. The estimated amount of local indirect taxes is [Insert amount in words and figures] which shall be confirmed or adjusted, if needed, during negotiations.

I/We understand you are not bound to accept any Proposal you receive.

I/We remain,

Yours sincerely,

_________________________________________________________________

Signature (of Grantee authorized representative) (In full and initials):
Full name: (insert full name of authorized representative)
Title: (insert title/position of authorized representative)
Name of Grantee: (company’s name or JV’s name):
Capacity: (insert the person’s capacity to sign for the Grantee)
Address: (insert the authorized representative’s address)
Phone/fax: (insert the authorized representative’s phone and fax number, if applicable)
Email: (insert the authorized representative’s email address)

(For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached)
## SUMMARY OF COSTS

<table>
<thead>
<tr>
<th>Personnel costs</th>
<th>Total USD</th>
<th>TOTAL UGX</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. terms</td>
<td>Designation</td>
<td>Type of reimbursement</td>
</tr>
<tr>
<td></td>
<td>Fee/Salary/Honorarium</td>
<td>Lump sum/against evidence</td>
</tr>
<tr>
<td></td>
<td>Per diem</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Overnight accommodation allowance</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

### Travel costs

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Air travel expenses</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Other travel costs: Domestic travel expenses</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Other Travel costs: Foreign travel expenses</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Relocation goods</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

### Supplies

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Durable Supplies/inputs/equipment’s</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Non -durable Supplies/inputs/equipment’s</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Office and operating costs</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Vehicle costs</td>
<td>against evidence</td>
</tr>
<tr>
<td></td>
<td>Consumables</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

### Capacity building

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Workshops, training</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

### Other Costs

<table>
<thead>
<tr>
<th>No. terms</th>
<th>Designation</th>
<th>Type of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Communication, publications, dissemination and outreach</td>
<td>Against evidence</td>
</tr>
<tr>
<td></td>
<td>Taxes</td>
<td>Lumpsum/ Formula</td>
</tr>
<tr>
<td></td>
<td>Management Overheads (&lt;5%)</td>
<td>Lumpsum/ Formula</td>
</tr>
<tr>
<td></td>
<td>Contingence</td>
<td>against evidence</td>
</tr>
</tbody>
</table>

| TOTAL | | |

F: FRAUD AND CORRUPTION

*Insert UBTF Policy Statement*
G. TASK DESCRIPTION

To be inserted
11.3 Annex 3. Grant agreement format (Institutions)

GRANT AGREEMENT

between

UBTF

and

Grantee

Regarding implementation of

Name of Project
This GRANT AGREEMENT (GA) hereafter referred to as “the Agreement” is made between:

Uganda Biodiversity Trust Fund (UBTF) hereafter referred to as “the Grantor”.

And

[Grantee name] (hereafter referred to as “the Grantee”)

And both parties hereafter collectively referred to as ‘the Parties’

WHEREAS The Uganda Biodiversity Trust Fund (UBTF) is an independent Trust Fund established in 2016 to provide sustainable financing for the conservation of priority biodiversity in Uganda;

WHEREAS UBTF has a Missions to serve as a catalyst for mobilizing, managing and channelling financial resources for biodiversity conservation and sustainable use of natural resources in Uganda for the benefit of current and future generations and the intrinsic value of nature;

WHEREAS [Grantee name] submitted to UBTF a project proposal whose objective is [insert name of project];

WHEREAS UBTF and [Grantee name] desire to collaborate in implementation of the [name of project] in [location] for a period of [number] month ending [date] with a total budget of [currency and amount]

The Parties therefore agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to enable UBTF extend a funding grant to [Grantee name] for the implementation of the [name of project] as per approved proposal, work plan and budget attached to this Agreement as Annex 1.

ARTICLE 2 - CO-OPERATION

The Parties agree that they will co-operate as set out in this agreement in order to achieve the efficient and harmonious implementation of “the project” activities specified in Annex 1 (i.e. Proposal, Work plan and budget) and in accordance with UBTF Grant Manual, Financial and administration and procedures provided in Annex 2.

ARTICLE 3 - UNDERTAKINGS OF UBTF

UBTF hereby agrees and undertakes to:

3.1 Provide grant to the Grantee not exceeding [currency amount];

3.2 Disburse payments to “the Grantee” for implementation of the work plan in accordance with agreed schedules specified in Annex 1. The Grantor will receive the Grant funds for the agreed
activities and has full authority to administer the said funds in order to perform its obligations hereunder.

3.4 Acknowledge in writing receipt of all reports submitted by “the Grantee”, to comment on them and to provide written acceptance as appropriate; and

3.5 Exercise due diligence by conducting, at its discretion, internal reviews on the use of Grant funds disbursed to the Grantee.

ARTICLE 4 - UNDERTAKINGS OF THE GRANTEE

The Grantee, in its individual and collective capacity agree and undertakes to:

4.1 Assign staff to serve as Project Focal Point to implement the activities specified in “the Agreement”;

4.2 Provide supervision to, and monitor the implementation of the activities undertaken by its Project Focal Point and other staff;

4.3 Ensure delivery of outputs, and report to “the Grantor” in a timely manner as specified in Annex 1.

4.4 Ensure transparent and effective use of funds to achieve agreed activities as specified in Annex 2, and in accordance with UBTF Finance Policies.

4.5 Implement the work plan and seek prior written consent from “the Grantor” should the need to sub-contract whole or part of the assignment arises.

4.6 Ensure there is adequate insurance of all Staff implementing the Grants and all assets procured using UBTF grant

ARTICLE 5: BUDGET ADMINISTRATION AND CURRENCY CONVERSIONS

5.1 The Grant is issued in xxxx (Currency) and Funds will be disbursed to the Grant in Uganda Shillings.

5.2 All expenses within Country will be in Uganda Shillings.

5.3 All expenses in foreign currency will require prior written authorization UBTF. UBTF may process such payments or currencies on behalf of the Grantee.

ARTICLE 6 - PUBLICATIONS AND INTELLECTUAL PROPERTY

6.1 The UBTF and “the Grantee” shall be entitled to make use for their own purposes or communication to third parties for information or operational purposes, the findings of studies, site activities, publications, data, awareness materials, seminars and conferences and any conclusions or information generated as a result of this agreement. The UBTF and “the Grantee” shall be entitled to publish the findings in any form on condition that it indicates that the UBTF provided funding.
6.2 In cases, where “the Grantee” wishes to use the material for academic and scientific purposes, “the Grantee” shall notify and seek consent from “the Grantor” prior to using the material for the said purposes.

6.3 “The Grantor” shall not unreasonably refuse to consent to exploitation of works and inventions proposed by “the Grantee” for the advancement of professional or scientific interests.

6.4 “The Grantee” shall make express mention of the UBTF’s financial support in all documents that are disseminated or published, as well as in the course of events organized in connection with this agreement; and “the Grantee” will mention that “the UBTF provided technical and financial support to “the Project”.

ARTICLE 7 - ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last signature of “the Parties”, and shall expire xxxx DD/MM/YR xxx, unless the Parties hereto may further agree in writing to extend the Agreement so as to enable one or both of the Parties to fulfill all the obligations contained herein.

ARTICLE 8 - TERMINATION AND DISPOSAL OF ASSETS

8.1 Termination of this Agreement shall take place when:

8.1.1 “The Parties” agree that serious circumstances have arisen which prevent further successful implementation of the agreed work, and all attempts at resolving the issues through consultations between the parties and through arbitration have failed;

8.1.2 Subject to the preceding Clauses above, neither party can act independently to terminate this agreement without consultation with the other party. Should such circumstances warranting termination arise, “the Agreement” shall remain effective until “the Parties” each serve a written notice expressing the intention to terminate it;

8.1.3 Notwithstanding the provisions of the preceding Article, either party hereto may terminate this Agreement prior to the expiration date by giving written notice of early termination of minimum xxxx months to the other party. Provided that such termination shall not prevent activities that were already started from being duly completed, and commitments made by either Party with any third parties from being fully honored.

8.2 Should either party terminate the contract in accordance with Article 7.2; “the Parties” reserve the right to recover their costs associated with implementation of the Agreement at that point in time as may be appropriate. The parties should aim to agree on “the associated costs” that are eligible for recovery. In such cases, any funds not spent shall be returned to “the Grantor”.

8.3 On expiration or early termination of this Agreement, all “FIXED” assets (such as tools, equipment and materials) purchased with funds provided hereunder shall remain the property of UBTF. The Grantee Focal Point or contracted Project personnel, consistent with the scope and framework of the relevant appointment or contract, shall have the right to use the fixed
assets and the services to be provided hereunder during the term of the Agreement in accordance with UBTF policies regulating use of funded assets and facilities.

ARTICLE 9 - CONSULTATIONS AND ARBITRATION

9.1 In case of any dispute or disputes arising in relation to the implementation or interpretation of this agreement, “the Parties” hereto shall have consultations between themselves with a view to securing a mutual agreement or understanding. Consultations shall take place wherever one of the parties:

   a. Proposes to modify the procedures for implementation of the activities covered by this agreement;

   b. Raises concerns in the implementation of the activities covered by this agreement;

   c. Proposes to suspend all or part of the project and or its activities.

9.2 Notwithstanding the provision of the proceeding Clause when “the Parties” hereto have failed to reach a mutual agreement or understanding after consultation, the dispute or disputes in question shall be presented to the Chairman of Board of UBTF for discussion and final resolution.

9.3 In the unlikely event that a dispute is not mutually resolved as stated in Article 8.2, the same shall be resolved in accordance with Uganda’s Laws/rules and procedures of Arbitration.

ARTICLE 10 - LIABILITIES

10.1 Neither party and its employees shall be liable to indemnify the other in respect of any civil liability arising from civil suits, demands, costs and fees on account of death, injury to person or property (collectively “damages”) resulting from any act of omission thereof in the course of carrying out the activities provided for in this agreement, save in cases where any damages were caused by unlawful acts or negligence of the indemnifying party, or its employees or representatives.

10.2 Where an employee of any party to this agreement is injured, disabled or killed in the course of his/her employment through no act or omission of the other Party, its employees or representatives, the Party employing him/her shall be solely responsible in respect of all claims that may arise there from.

10.3 Neither party shall be liable to losses, failure to deliver on outputs or otherwise occasioned by civil unrest, war, natural catastrophe or any such force majeure situations that hinder substantially the implementation of the activities according to this agreement.

ARTICLE 11. CONDUCT AND DISCIPLINE

11.1 General conduct
11.1.1 Grantee Staff and Assigned Staff shall be required to be conversant with Grant Agreement terms and conditions the breach of which shall attract appropriate disciplinary action. The Laws of Uganda shall apply to all staff as they do to members of the public.

11.1.2 All staff shall endeavour to carry out their duties as laid down in his/her contract and Terms of Reference to the best of her/his abilities.

11.1.3 All staff shall be honest in all respects related to their work and colleagues, and observe a high standard of integrity at all times.

11.1.4 The conduct of every member of staff at all levels towards the public shall be civil and all written communication shall be couched in an equally courteous manner.

11.2 Financial integrity

11.1.5 Grantee personnel shall uphold financial integrity with respect to handling UBTF funds, and UBTF funded resources and equipment.

11.1.6 Grantee personnel shall, where required, submit timely and proper accounts of all expenditures and receipts made on behalf of the UBTF.

11.1.7 Grantee personnel shall not accept any gifts or any other form of inducement from any member of the public or any UBTF staff member for omitting or committing any activity stipulated in his/her terms of reference or assigned tasks.

11.1.8 For Grantee Contracted Staff, lack of financial integrity shall be regarded as a dismissible offence.

11.1.9 For Grantee or Assigned Staff, lack of financial integrity shall be regarded as a serious offence and any such staff that is adjudged to have broken this requirement shall be promptly dealt with according to the rules and procedures of the Grant institution and in accordance with the national laws.

ARTICLE 12 - - ALTERATIONS

This Agreement may be revised or modified from time to time by mutual consent between “the parties”, which shall be effective only when presented in writing and signed by authorized persons on behalf of the parties hereto, insofar as any modification does not prevent UBTF from meeting its contractual obligations to her Donor (s).

ARTICLE 13 - NOTICES

13.1 Any notice required to be given under this agreement shall be deemed to be sufficiently given in printed or electronic form to the last known address of the recipient, and shall be deemed to have been received when the ordinary course of delivery should have been received.

13.2 The address for the purpose of giving any notices under this Agreement shall be:
For the UBTF

Executive Director

Uganda Biodiversity Fund
Plot 16-18 Wampewo Avenue, Nyonyi Gardens, Kololo
P.O Box 26156, Kampala.
info@ugandabiodiversityfund.org
www.ugandabiodiversityfund.org

For the xxx (Grantee)

For the purpose of the day-day implementation of the Agreement “the Parties” shall be represented as follows:

For the UBTF: ..........................

For the xxx (Grantee) ..........................

ARTICLE 14 - LANGUAGE OF AGREEMENT

This agreement is made in two originals written in the English language.

ARTICLE 15 - LEGAL

This Contract shall be governed by, and construed to be in accordance with the Laws of the Republic of Uganda.

ARTICLE 16 - MISCELLANEOUS

The performance of each Party’s obligations hereunder and the completion of activities as described in Annex xxx hereto shall be subject to the timely receipt of the Grant funds.

IN WITNESS WHEREOF the duly authorized Representatives of the Parties hereto have executed this Agreement in two (2) counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

Signed for and on behalf of the said:

................................. Signed in.......this .... day of ...200...
UBTF

................................. Signed in ......this...day of.......200....
xxx (Grantee)

Witnessed by .................................... (xxx ..)
ANNEX 2: FINANCIAL AND ADMINISTRATION PROCEDURES

attach
11.4 Annex 4: Grant Agreement (individual)

GRANT AGREEMENT

between

UBTF

and

Grantee

Regarding implementation of

Name of Project
This GRANT AGREEMENT (GA) hereafter referred to as “the Agreement” is made between:

Uganda Biodiversity Trust Fund (UBTF) hereafter referred to as “the Grantor”.

And

xxxxxxxxxxxxxxxxxxxxx (hereafter referred to as “the Grantee”)

And both parties hereafter collectively referred to as ‘the Parties’

WHEREAS The Uganda Biodiversity Trust Fund (UBTF) is an independent Trust Fund established in 2016 to provide sustainable financing for the conservation of priority biodiversity in Uganda;

WHEREAS UBTF has a Mission to serve as a catalyst for mobilizing, managing and channeling financial resources for biodiversity conservation and sustainable use of natural resources in Uganda for the benefit of current and future generations and the intrinsic value of nature;

WHEREAS xxx grantee xxx submitted to UBTF a project proposal whose objective is xxx insert name of project xxxxx;

WHEREAS UBTF and xxxxxxx desire to collaborate in implementation of the xx name of project xxx, in xxx location xxx for a period of xxx month ending xxxxxx with a total budget of xx currency and amount xxx

The Parties therefore agree as follows:

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to enable UBTF extend a funding grant to xxx for the implementation of the xxxxxx as per approved proposal, work plan and budget attached to this Agreement as Annex 1.

ARTICLE 2 - CO-OPERATION

The Parties agree that they will co-operate as set out in this agreement in order to achieve the efficient and harmonious implementation of “the project” activities specified in Annex 1 (i.e. Proposal, Work plan and budget) and in accordance with UBTF Grant Manual, Financial and administration and procedures provided in Annex 2.

ARTICLE 3 - UNDERTAKINGS OF UBTF

UBTF hereby agrees and undertakes to:

3.1 Provide grant to the Grantee not exceeding xxx…….

3.2 Disburse payments to “the Grantee” for implementation of the work plan in accordance with agreed schedules specified in Annex 1. The Grantor will receive the Grant funds for the agreed activities and has full authority to administer the said funds in order to perform its obligations hereunder.

3.4 Acknowledge in writing receipt of all reports submitted by “the Grantee”, to comment on them and to provide written acceptance as appropriate; and
3.5 Exercise due diligence by conducting, at its discretion, internal reviews on the use of Grant funds disbursed to the Grantee.

**ARTICLE 4 - UNDERTAKINGS OF THE GRANTEE**

The Grantee agree and undertakes to:

4.1 Implement the activities committed under this agreement.

4.2 Ensure delivery of outputs, and report to “the Grantor” in a timely manner as specified in Annex 1.

4.3 Ensure transparent and effective use of funds to achieve agreed activities as specified in Annex 2, and in accordance with UBTF Financial policies.

4.4 Implement the work plan and seek prior written consent from “the Grantor” should the need to sub-contract whole or part of the assignment arises.

**ARTICLE 5 - PUBLICATIONS AND INTELLECTUAL PROPERTY**

5.1 The UBTF and “the Grantee” shall be entitled to make use for their own purposes or communication to third parties for information or operational purposes, the findings of studies, site activities, publications, data, awareness materials, seminars and conferences and any conclusions or information generated as a result of this agreement. The UBTF and “the Grantee” shall be entitled to publish the findings in any form on condition that it indicates that the UBTF provided funding.

5.2 In cases, where “the Grantee” wishes to use the material for academic and scientific purposes, “the Grantee” shall notify and seek consent from “the Grantor” prior to using the material for the said purposes.

5.3 “The Grantor” shall not unreasonably refuse to consent to exploitation of works and inventions proposed by “the Grantee” for the advancement of professional or scientific interests.

5.4 “The Grantee” shall make express mention of the UBTF’s financial support in all documents that are disseminated or published, as well as in the course of events organized in connection with this agreement; and “the Grantee” will mention that “the UBTF provided technical and financial support to “the Project”.

**ARTICLE 6 - ENTRY INTO FORCE**

This Agreement shall enter into force on the date of the last signature of “the Parties”, and shall expire xxxx DD/MM/YR xxx, unless the Parties hereto may further agree in writing to extend the Agreement so as to enable one or both of the Parties to fulfill all the obligations contained herein.

**ARTICLE 7 - TERMINATION AND DISPOSAL OF ASSETS**

7.1 Termination of this Agreement shall take place when:
7.1 “The Parties” agree that serious circumstances have arisen which prevent further successful implementation of the agreed work, and all attempts at resolving the issues through consultations between the parties and through arbitration have failed;

7.2 Subject to the preceding Clauses above, neither party can act independently to terminate this agreement without consultation with the other party. Should such circumstances warranting termination arise, “the Agreement” shall remain effective until “the Parties” each serve a written notice expressing the intention to terminate it;

7.3 Notwithstanding the provisions of the preceding Article, either party hereto may terminate this Agreement prior to the expiration date by giving written notice of early termination of minimum xxxx months to the other party. Provided that such termination shall not prevent activities that were already started from being duly completed, and commitments made by either Party with any third parties from being fully honoured.

7.4 Should either party terminate the contract in accordance with Article 7.2; “the Parties” reserve the right to recover their costs associated with implementation of the Agreement at that point in time as may be appropriate. The parties should aim to agree on “the associated costs” that are eligible for recovery. In such cases, any funds not spent shall be returned to “the Grantor”.

7.5 On expiration or early termination of this Agreement, all “FIXED” assets (such as tools, equipment and materials) purchased with funds provided hereunder shall remain the property of UBTF. The Grantee Focal Point or contracted Project personnel, consistent with the scope and framework of the relevant appointment or contract, shall have the right to use the fixed assets and the services to be provided hereunder during the term of the Agreement in accordance with UBTF policies regulating use of funded assets and facilities.

**ARTICLE 8 - CONSULTATIONS AND ARBITRATION**

8.1 In case of any dispute or disputes arising in relation to the implementation or interpretation of this agreement, “the Parties” hereto shall have consultations between themselves with a view to securing a mutual agreement or understanding. Consultations shall take place wherever one of the parties:

a. Proposes to modify the procedures for implementation of the activities covered by this agreement.

b. Raises concerns in the implementation of the activities covered by this agreement.

c. Proposes to suspend all or part of the project and or its activities.

8.2 Notwithstanding the provision of the proceeding Clause when “the Parties” hereto have failed to reach a mutual agreement or understanding after consultation, the dispute or disputes in question shall be presented to the Chairman of Board of UBTF for discussion and final resolution.

8.3 In the unlikely event that a dispute is not mutually resolved as stated in Article 8.2, the same shall be resolved in accordance with Uganda’s Laws/rules and procedures of Arbitration.
ARTICLE 9 - LIABILITIES

9.1 Neither party and its employees shall be liable to indemnify the other in respect of any civil liability arising from civil suits, demands, costs and fees on account of death, injury to person or property (collectively “damages”) resulting from any act of omission thereof in the course of carrying out the activities provided for in this agreement, save in cases where any damages were caused by unlawful acts or negligence of the indemnifying party, or its employees or representatives.

9.2 Where an employee of any party to this agreement is injured, disabled or killed in the course of his/her employment through no act or omission of the other Party, its employees or representatives, the Party employing him/her shall be solely responsible in respect of all claims that may arise there from.

9.3 Neither party shall be liable to losses, failure to deliver on outputs or otherwise occasioned by civil unrest, war, natural catastrophe or any such force majeure situations that hinder substantially the implementation of the activities according to this agreement.

ARTICLE 10. CONDUCT AND DISCIPLINE

10.1 General conduct

10.1.1 Grantee shall be required to be conversant with Grant Agreement terms and conditions the breach of which shall attract appropriate disciplinary action. The Laws of Uganda shall apply to all staff as they do to members of the public.

10.1.2 Grantee shall endeavour to carry out his/her duties as laid down in his/her contract and Terms of Reference to the best of her/his abilities.

10.1.3 Grantee shall be honest in all respects related to his/her work and colleagues, and observe a high standard of integrity at all times.

10.1.4 The conduct of Grantee at all levels towards the public shall be civil and all written communication shall be couched in an equally courteous manner.

10.2 Financial integrity

10.2.1 Grantee shall uphold financial integrity with respect to handling UBTF funds, and UBTF funded resources and equipment.

10.2.2 Grantee shall, where required, submit timely and proper accounts of all expenditures and receipts made on behalf of the UBTF.

10.2.3 Grantee shall not accept any gifts or any other form of inducement from any member of the public or any UBTF staff member for omitting or committing any activity stipulated in his/her terms of reference or assigned tasks.
10.2.4 Lack of financial integrity shall be regarded as a dismissible offence.

10.2.5 Lack of financial integrity shall be regarded as a serious offence and Grantee adjudged to have broken this requirement shall be promptly dealt with according to the rules and procedures of the Grant institution and in accordance with the national laws.

ARTICLE 11 - ALTERATIONS

This Agreement may be revised or modified from time to time by mutual consent between “the parties”, which shall be effective only when presented in writing and signed by authorized persons on behalf of the parties hereto, insofar as any modification does not prevent UBTF from meeting its contractual obligations to her Donor(s).

ARTICLE 12 - NOTICES

12.1 Any notice required to be given under this agreement shall be deemed to be sufficiently given in printed or electronic form to the last known address of the recipient, and shall be deemed to have been received when the ordinary course of delivery should have been received.

12.2 The address for the purpose of giving any notices under this Agreement shall be:

For the UBTF
Executive Director
Uganda Biodiversity Fund
Plot 16-18 Wampewo Avenue, Nyonyi Gardens, Kololo
P.O Box 26156, Kampala.
info@ugandabiodiversityfund.org
www.ugandabiodiversityfund.org

For the xxxx (Grantee) ........................

For the purpose of the day-day implementation of the Agreement “the Parties” shall be represented as follows:

For the UBTF: ........................

ARTICLE 13 - LANGUAGE OF AGREEMENT

This agreement is made in two originals written in the English language.

ARTICLE 14 - LEGAL
This Contract shall be governed by, and construed to be in accordance with the Laws of the Republic of Uganda.

ARTICLE 15 - MISCELLANEOUS

The performance of each Party’s obligations hereunder and the completion of activities as described in Annex 1 hereto shall be subject to the timely receipt of the Grant funds.

IN WITNESS WHEREOF the duly authorized Representatives of the Parties hereto have executed this Agreement in two (2) counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

Signed for and on behalf of the said:

........................................... Signed in........this ....day of ...200...

UBTF

........................................... Signed in .....this...day of........200....

xxx (Grantee)

Witnessed by ........................................ (xxx ..)
ANNEX I: APPROVED PROPOSAL
ANNEX 2: FINANCIAL AND ADMINISTRATION PROCEDURES

Attach