

GEF PROJECT
GRANT AGREEMENT (this "Agreement")

BETWEEN

WORLD WILDLIFE FUND, INC.
("WWF" or "WWF GEF Agency")
1250 24th Street, NW
Washington, DC 20037

AND

THE NATURE CONSERVANCY
("Grantee")
4245 N. Fairfax Drive, Suite 100
Arlington, VA 22203-1606

A. GRANT ACTIVITIES: Grantee agrees to carry out those activities allocated to it as "Responsible Entity" or "Executing Entity" in the WWF GEF Project Document and Request for GEF CEO Approval attached as Attachment 1 to this Agreement (the "Project Document" or "ProDoc"). It will spend the funds provided under this Agreement for those activities allocated to it in the Detailed Total Project Budget included as Attachment 2 to this Agreement (the "Project Budget"), and carry those activities out as they are further described in the Project Document, with due diligence, efficiency, and in conformity with sound administrative, technical, financial, business, development, and social and environmental practices.

B. TERM OF GRANT: Starting Date: Date of Signature
Ending Date: December 31, 2028
(Subject to the incorporated Terms and Conditions, including Paragraph 7.)

C. AMOUNT OF GRANT:

- a. WWF hereby commits (obligates) the amount of One Million Three Hundred Thirty-Four Thousand Four Hundred Ninety-Six US Dollars (USD 1,334,496) as set forth and in the Project Budget (Attachment 2).
- b. Upon receipt by WWF of a signed copy of this Agreement, WWF will disburse an initial amount of \$91,000. Upon receipt and acceptance of interim deliverables, payments will be disbursed in installments based on the fund requests submitted through the quarterly financial reports. Payment authorizations will be based upon WWF approval of the technical and other deliverables described in Section H. that correspond to the time period of the quarterly financial report.
- c. In addition to the deliverables described in Section H.2. below (hereinafter, "Deliverables"), TNC will respond promptly to WWF's reasonable requests for information and documentation to enable WWF to make the foregoing determinations.
- d. For the purpose of clarity, the total amount of this Agreement does not include the following items described in the Project Document and/or Project Budget the costs of the terminal evaluation, estimated at \$30,000, which will be contracted separately and paid directly by WWF; and

D. FUNDING SOURCES (“Primary Donor”): Global Environment Facility (GEF)**E. PERSONS DESIGNATED TO ACT ON BEHALF OF PARTIES:****1. WWF Contacts**

- a. GEF Project Manager: Robbie Bovino (Robbie.bovino@wwfus.org)
- b. GEF Financial Administrator: Tracey Smith (tracey.smith@wwfus.org)

2. Grantee Contacts

- a. Project Manager: Matteo Cantoro (matteo.cantoro@TNC.org)
- b. Financial Administrator: Charles Mbugua (charles.mbugua@TNC.org)

All communications between Grantee and WWF shall contain the project name and reference number.

F. DELIVERABLES (see enclosed forms):**1. Technical and Financial reports due as outlined below:**

Deliverable	Due Date	Notes
Draft Annual Workplan and Budget including annual procurement plan. Draft Annual Workplan	Draft AWPB due no less than one month prior to the end of the project year	Draft for no objection from WWF GEF Agency Project Manager. Annual Workplans and Budget cannot be altered without prior approval from WWF GEF Agency Project Manager.
Final and endorsed (by the Project Steering Committee) Annual Project Workplan and Budget	Year 1 AWPB, final and endorsed, is due X. Year 2 and beyond AWPB, final and endorsed, due by start of the project year.	Template will be provided by WWF GEF Agency Project Manager.
WWF GEF Project Progress Report (PPR) including annual work plan tracking documents and compliance with the WWF ESF Framework (25.6 Terms and Conditions)	Every six months on January 31 (for reporting period July 1– December 31 and July 31 (for reporting period July 1 – June 30)	Template will be provided by WWF GEF Project Manager. Technical reporting period to commence upon project execution start date (X). Note Year 1 will commence on X
Completed METT Scorecards	By Project Mid-term (prior to MTE) and end of project (submitted with Close-Out Report)	

Updated Results Framework	Annually no later than July 31.	Based on GEF-approved ProDoc and submitted with the 12-month PPR
Financial Reports submitted in the format attached.	Quarterly (60 days following the end of the quarterly reporting period) on May 31, August 31, November 31 and February 28.	<p>Grantee agrees to record the amount of project funding directly supporting IP&LCs. This includes:</p> <ul style="list-style-type: none"> • Sub-grant direct to IP&LCs • Training • Supporting Legal Agreements with IPLCs including capacity building for understanding of the legal agreements, • Third party agreements for legal assistance to IP&LCs • Procurement provided to IP&LCs. • Travel Support. • Technical Assistance provided to IP & LCs <p>1st Financial report due February 28, 2025, reporting on financial activity during start-up period.</p> <p>Template is attached.</p>
Project Close Report	No later than one month after project end date (January 31, 2029)	Template will be provided by WWF GEF Agency Project Manager

2. Other deliverables due via email, unless otherwise stated, as provided below:

- Subject to applicable privacy regulations, resume/s of final candidates for all PMU positions are due to WWF GEF Project Manager prior to hiring for no-objection.
- TOR's for all the positions in the PMU and for any new positions not previously identified
- Input into identification of suitable consultants to be contracted, by the WWF GEF Agency, to undertake final evaluations, due seven calendar days after the WWF GEF Agency's reasonable request for that input.
- A final equipment inventory list is due within 90 days after project expiration.
- Copies of reports produced by consultants funded through this agreement.

3. Audits due as outlined below:

Final External Financial Project audit is due on June 30, 2029.

TERMS AND CONDITIONS

1. Use of Funds.

- 1.1. Except as otherwise agreed in writing by WWF, Grantee agrees to carry out the Project Workplan and to use funds provided under this Agreement (the "Funds") solely for Project Activities as detailed in the Annual Workplan and Budget following advance written approval from the Project Steering Committee and no-objection from the WWF GEF Project Manager. Any expenses associated with an unapproved and non-compliant activity will be disallowed.

The Parties may agree in writing to adjust an approved Annual Workplan and Budget at any time, including after a no-objection for the project year and especially as informed by project agency supervision mission reports, mid-term evaluations/reviews, and other recommendations generated from ad hoc project reports.

- 1.2. Only expenditures for reasonable, approved, and documented costs as identified in the Project Budget are allowable. All expenditures must be incurred during the Term of this Agreement. All salary costs must be supported by adequate documentation. Grantee may reallocate the amounts designated for any major budget category within each component in the approved budget provided that the scope of the Project remains unchanged. Component Budgets cannot vary more than 5%¹ without prior approval by the WWF GEF Agency Project Manager. Project Management Costs (PMC) cannot exceed 5%.
- 1.3. Grantee agrees that it shall not undertake any Activities hereunder, or otherwise use the Funds, for a purpose that is not exclusively charitable, scientific, literary, or educational. Grantee further agrees that no Activities hereunder, and no other use of the Funds, may include participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.
- 1.4. Unless WWF otherwise expressly consents in writing, Grantee agrees that no Activities shall include, and no Funds will be used for the purpose of, influencing legislation, as defined under the U.S. Internal Revenue Code, or lobbying activities as defined in the Lobbying Disclosure Act of 1995.
- 1.5. Grantee agrees to return to WWF any unexpended portion of the funds at the expiration or earlier termination of this Agreement.
- 1.6. Any funds provided under this Agreement in U.S. Dollars which are exchanged to local currency must be exchanged at the best commercially reasonable available rate through the channels authorized by applicable laws and regulations. All transactions must be verified, upon request, through bank receipts or other documentation sufficient to demonstrate the legality of such transactions.
- 1.7. The Grantee will provide facilitation, logistical, administrative, and/or technical content support with: (i) Project Implementation Support Missions and reports; (ii) annual GEF Project Implementation Reports (PIRs); (iii) Independent Project Mid-term and Terminal Evaluations with the former due for final submission within 2.5 years of the project CEO Endorsement date and the latter due within six months after completion of project activities.
- 1.8. Any consideration of activities that generates program income require the prior approval of the GEF Agency. When approved, income earned during the project period must be added to the total program amount and used to further eligible project or program objectives. Co-financing for these activities is highly encouraged.
- 1.9. Prior to purchasing goods and services, Grantee is required to have written procurement policies and procedures in effect that conform to the GEF Agency's Procurement Guidelines (Attachment 5).
2. **Financial Records.** Grantee agrees to keep separate and accurate financial records in accordance with generally accepted accounting principles and procedures so that payments received and expenditures made pursuant to this Agreement can be readily identified. Grantee agrees to maintain such records for a period of at least three (3) years after the expiration or earlier termination of this

¹ 5% budget variance is calculated against original component budget submitted within the Prodoc.

Agreement. Grantee shall maintain receipts for all expenses in accordance with its accounting policies.

3. Audits.

3.1. A final audit of GEF-financed expenditures must be performed by a licensed audit firm and conducted based on either of the following standards: Generally Accepted Auditing Standards (GAAS) or International Standard on Auditing (ISA). WWF-US project audit guidelines are attached (Attachment 6). A copy of the audit report must be submitted to WWF. The books of account and other financial records of Grantee that are relevant to this Agreement shall at all reasonable times be available for inspection, review, and audit by WWF.

3.2. Grantee agrees to reimburse WWF, at Grantee's sole expense, the amount of any expenditures disallowed by auditors, through an audit exception or other appropriate means, based upon a finding that such expenditures failed to comply with a provision of this Agreement.

4. Ownership of Intellectual Property. Grantee shall own all right, title, and interest in and to any works of authorship created by Grantee pursuant to this Agreement (collectively, the "Works"), including, but not limited to, films, photographs, graphic works, video recordings, computer programs and computerized materials, books, articles, writings, and audio recordings (and all materials embodying such Works). Grantee hereby grants WWF and the Primary Funder a perpetual, irrevocable, nonexclusive, royalty-free license to use the Works, including their modification and/or reproduction, in whole or in part and without restriction.

5. Equipment. If the Budget (Attachment 2) permits Grantee or its subgrantees to purchase equipment or other property (including, without limitation, tangible and intellectual property), title to such equipment and other property will belong to Grantee or its subgrantee as the case may be, subject to any contrary disposition instructions issued by WWF. Grantee, or its subgrantee as the case may be, shall procure, and maintain throughout the Term, adequate insurance for all such equipment and other property, and shall be solely responsible for maintaining all such equipment and other property in good working order. Notwithstanding anything herein to the contrary, Any such equipment may not be used or other property for any purpose other than the Project without WWF's prior written approval, to be granted or withheld in WWF's sole discretion. Grantee shall make the provisions of this section binding upon its subgrantees in its agreements with them.

6. Credits and Public Awareness.

6.1. GEF Visibility. Grantee will include information and communication related activities to identify the support of the Trust Funds for GEF Projects, and to communicate to the public the results of GEF Projects consistent with relevant GEF Policies and Procedures, including the following:

- GEF Communication and Visibility Guidelines:

- Branding Guidelines and Graphics Standards:

https://www.thegef.org/sites/default/files/2023-05/gef_brand_guidelines_2023_0418_01.pdf

- GEF Logo files can be downloaded at <http://www.thegef.org/content/gef-logo>

6.2. Unless otherwise specifically agreed to by WWF's Technical Director, Grantee agrees to acknowledge WWF in the context of Grantee's articles, reports, publications, participation in any interviews with the media, lectures, and/or public appearances with respect to Project or otherwise significantly relating to this Agreement.

6.3. Grantee shall provide WWF with copies of all published materials that mention or otherwise relate to the Project (as described in Attachment 1, "WWF GEF Project Document and Request

for GEF CEO Approval”), the Activities as approved in the AWPB, or the Agreement, including, without limitation, those published after Grantee’s submission of required reports hereunder or expiration/termination of this Agreement.

6.4. Except as expressly stated below, Grantee shall have no right to use WWF’s trademark(s) or logo(s) (including, without limitation, WWF’s panda logo) in the absence of WWF’s express prior written permission, which may be granted or withheld in WWF’s sole discretion. Subject to the restrictions described herein, Grantee may display WWF’s panda logo on the cover or title page of Project-related, noncommercial publications written and issued by Grantee. Any such display must be accompanied by the statement “Assisted by WWF” and may in no event state or imply that the publication is issued or endorsed by WWF. Notwithstanding anything herein to the contrary, Grantee shall immediately cease all use of the WWF panda logo and all other references to WWF, including all oral and written references, upon WWF’s request, whether made during the Term or thereafter.

6.5. Except as expressly stated below, WWF shall have no right to use Grantee’s trademark(s) or logo(s) (including, without limitation, Grantee’s Oak Leaf Globe logo) in the absence of Grantee’s express prior written permission, which may be granted or withheld in Grantee’s sole discretion. Subject to the restrictions described herein, WWF may display Grantee’s Oak Leaf Globe logo on the cover or title page of Project-related, noncommercial publications written and issued by WWF. Any such display must be accompanied by the statement “Assisted by The Nature Conservancy” and may in no event state or imply that the publication is issued or endorsed by Grantee. Notwithstanding anything herein to the contrary, WWF shall immediately cease all use of the Grantee Oak Leaf logo and name and all other references to Grantee, including all oral and written references, upon Grantee’s request, whether made during the Term or thereafter.

7. Termination.

Either Party may terminate this Agreement: (1) upon written notice if, at any time during the Term, the non-breaching Party determines in its sole discretion that the other Party has breached, or otherwise failed to comply with, any provision of this Agreement; (2) upon written notice if, at any time during the Term, the Primary Funding Agreement is terminated or otherwise amended to reduce/restrict the Project or the availability of Funds; or (3) otherwise, upon thirty (30) days written notice. Upon the effective date of such termination, the Parties shall stop all work and take all reasonable steps necessary to preserve and protect all Works and other work product produced to date, and shall cooperate in good faith as to the disposition thereof. Neither party shall be obligated to pay for any expenses incurred by the other Party after the effective date of termination. Grantee shall promptly submit to WWF a final technical report, a final financial report, and any unexpended Funds.

8. Indemnification and Liability. Each Party hereby agrees to defend, indemnify, and hold the other Party and, if applicable, the Primary Funder, together with their respective officers, directors, employees, and agents, harmless from and against any and all claims, losses, damages, costs, and other liabilities (including reasonable attorney’s fees and other expenses), arising in connection with, or otherwise relating to, this Agreement, except (with respect to its obligations to the other Party) to the extent such claims, losses, damages, costs, or other liabilities are due to the Party’s own gross negligence or willful misconduct. In no case shall either Party be liable to the other Party or any third party for consequential damages, nor shall a Party be liable for any of the other Party’s debts, liabilities, deficits, cost overruns, or negligence or misconduct. Each Party agrees that the other Party’s total liability hereunder is limited to WWF’s payment of the Funds pursuant to this Agreement (with all rights of return reserved) without any other duty or obligation to the other Party, or any subrecipients.

9. Relationship of Parties. The relationship between WWF and Grantee is solely that of grantor and grantee. WWF and Grantee are not engaged in an employer/employee relationship, partnership, joint venture or agency relationship of any kind. Neither party has authority to create any legal obligations, express or implied, on behalf of the other.
10. Taxes. Grantee shall be liable for, and responsible for paying, all taxes arising out of payments made to Grantee pursuant to this Agreement.
11. Compliance with Laws. Each Party shall at all times comply with all laws and regulations applicable to this Agreement and the Activities hereunder, including, without limitation, all local labor and social laws. Each Party represents and warrants that it has adequate systems in place to ensure such compliance. For clarity, each Party acknowledges that it shall be solely responsible for any claims arising from any alleged non-compliance with applicable laws or regulations arising out of such Party's acts or omissions.
12. Operational and Project Independence. All actions, undertakings, and positions of WWF are determined by WWF alone. WWF does not operate as an agent or representative for any other party or entity, including those who financially support WWF's work. WWF does not accept funding from any source that could compromise its independence.
13. Government Officials & Employees. Each Party hereby certifies that no assistance, payments, or anything of value (monetary or non-monetary), shall be made, promised, offered to or accepted by any government employee or official in contravention of any U.S. or other applicable law (including, but not limited to, the U.S. Foreign Corrupt Practices Act) or regulation. Each Party hereby certifies that no assistance, payments, or anything of value (monetary or non-monetary), shall be made, promised, offered to or accepted by any government employee or official without the express consent of the government for which the employee or official works; and that is not reasonable, bona fide, and directly related to the activities funded under this Agreement. It is each Party's own responsibility to ensure compliance with this clause, and to maintain, and provide at the other Party's request, documentation demonstrating such compliance. Each Party hereby certifies that no payments or other form of assistance shall be accepted by or made to any government employee or official (a) to influence any official government act or decision, (b) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or (c) to obtain or retain business for, or direct business to any individual or entity.
14. Executive Order on Terrorism Financing. Each Party acknowledges that U.S. Executive Orders and U.S. law prohibit transactions with, and provision of resources and support to, individuals and organizations associated with terrorism. It is each Party's legal responsibility to ensure compliance with these Executive Orders and laws. Neither Party shall engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: <https://scsanctions.un.org/search/>). Grantee acknowledges that it is responsible for including these obligations in all subawards and other contracts issued in the context of its work under this Agreement.
15. Prevention of Fraud, Waste and Abuse. The Parties are committed to anti-fraud efforts and WWF is providing guidance for the Prevention of Fraud, Waste and Abuse (Attachment 7). Each Party must ensure that it has effective standards of conduct and internal control structures in place that conform to the principles noted in the Attachment. If either Party becomes aware of any allegations or actual acts of fraud or other illegal activity involving project activities and/or funds, whether by its staff, subgrantees, consultants, or third parties, such Party must inform the other Party immediately and provide regular updates on any investigation or developments. The Parties will cooperate in good faith (and with the Primary Funder, if applicable) to determine the

appropriate course of action, which may include suspending the Project or termination of this Agreement. Each Party reserves its rights to exercise any and all other remedies under this Agreement.

16. Export Controls and Sanctions Compliance. In addition to its other compliance obligations hereunder, Grantee shall carry out its responsibilities hereunder and use all funds provided under this Agreement in compliance with all applicable export, trade control, and sanctions laws and regulations of the United States and other applicable jurisdictions, with U.S. law and regulations controlling in the event of any conflict. Applicable export and trade control laws may include, but are not limited to: U.S. economic sanctions and embargo laws, regulations, and agreements, including those enforced by the U.S. Office of Foreign Assets Control; the U.S. International Traffic in Arms Regulations; and the U.S. Export Administration Regulations. If any work product developed or otherwise provided by Grantee hereunder includes any commodity, software, equipment, or technology that is subject to any trade or export control law or regulation, Grantee shall identify such applicable law or regulations at the time of delivery and shall provide WWF with all relevant information.
17. Assignment. Grantee recognizes that Grantee's special expertise was important in inducing WWF to enter into this Agreement. Grantee may not assign its rights, subgrant, or delegate its obligations under this Agreement without WWF's prior written consent which WWF may withhold in its absolute discretion. Grantee is responsible for including in any subagreement related to the Project all clauses and provisions necessary to fulfill Grantee's obligations under this Agreement.
18. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before one (1) arbitrator in Washington, D.C., in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
19. Controlling Law. This Agreement shall be deemed a contract made under, and shall be construed and enforced in accordance with, the laws of the District of Columbia, U.S.A., applicable to contracts fully executed and performed therein.
20. Waiver. The failure by either party to this Agreement to enforce any of the provisions of this Agreement shall in no way be considered a waiver of such provisions or in any way affect the validity of this Agreement.
21. Force Majeure. Neither party shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control and without the negligence or malfeasance of such party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, explosion, acts of the public enemy, war, rebellion, insurrection, mutiny, sabotage, epidemic, quarantine restrictions, labor disputes, embargoes, acts of God, acts of the United States or any other government, including the failure of any government to grant export or import licenses or permits.
22. Severability. In the event that any provision of this Agreement shall for any reason be held to be invalid or unenforceable by any adjudicative body of competent jurisdiction, unless such provision goes to the root of this Agreement, this Agreement shall continue in full force and effect and shall be interpreted as if such provision had never been contained herein. In the event the provision goes to the root of this Agreement, the parties shall attempt in good faith to negotiate an amendment to this Agreement as necessary to fulfill the purpose of the Agreement.
23. Entire Agreement/Modification. This Agreement, including all referenced Attachments, each of which is incorporated herein and made a part hereof, represents the entire agreement between the

parties on this subject matter. All modifications to this Agreement must be in writing and signed by persons designated to act on behalf of Grantee and WWF.

24. Disclosure of Information

24.1. The Parties understand that as multilateral public Trust Fund, the Global Environment Facility (GEF) operates on a principle of full transparency. Transparency is enshrined in the GEF Instrument, which provides, inter alia, that "[the GEF] shall provide for full disclosure of all non-confidential information". The GEF discloses all non-confidential information regarding its governance and operations, and it works with a presumption in favor of disclosure unless there is a compelling reason for confidentiality. All GEF-funded projects are expected to operate transparently, including documentation and disclosure of key decisions, in full compliance with GEF and GEF Agency policies and procedures as included in the agreement.

24.2. Grantee will provide for full disclosure of non-confidential information, in consultation with, and participation as appropriate of, major groups and local communities throughout the project cycle. Grantee will follow the GEF's Policy on Public Consultation and Disclosure https://www.thegef.org/sites/default/files/documents/Public_Involvement_Policy-2012.pdf

25. Safeguards and Gender

25.1. The Grantee shall ensure that the Project is carried out in accordance with WWF US's Environmental and Social Safeguards Framework, as detailed in WWF US's Environment and Social Integrated Policies and Procedures, the Indigenous Peoples Planning Framework/Process Framework (IPPF/PF), the Stakeholder Engagement Plan (SEP), and any other Safeguard Document/s prepared or to be prepared in accordance with sub-paragraph 25.3 below. WWF's ESSF and Social Policies represent an integral part of this Agreement and are found here: https://wwf.panda.org/principles_and_safeguards/our_safeguards/. The Grantee shall also ensure that the Project is carried out in accordance with the WWF US Gender Policy, the Gender Action Plan prepared for the Project and any other Gender-related document prepared in accordance with the WWF US Gender Policy. WWF US GEF Agency/GCF Accredited Entity reserves the right to modify these materials at any time. WWF reserves the right to modify, suspend, and/or ultimately terminate activities, project funding and/or this Agreement if, in its sole judgment, the Grantee or specific activities fail to comply with the ESSF and/or Social Policies.

25.2. Project activities will be screened for safeguards risks by the Grantee on an annual basis at a minimum (usually during the approval of the Annual Work Plan and Budget). Should there be any safeguards risks identified from project activities, proper safeguards management measures, including the creation of any Safeguards Document/s, must be in place prior to the start of those activities that carry the identified safeguards risks. WWF US reserves the right to withhold funding disbursements for any activities for which risks have not been managed until the Grantee has the proper safeguards management measures, Safeguards Document/s and associated budget allocations in place.

25.3. Whenever a Safeguard Document shall be required for any proposed Project activity in accordance with WWF US's Environment and Social Integrated Policies and Procedures, and the Indigenous Peoples Planning Framework/Process Framework, the Grantee shall:

(a) prior to the commencement of such activity, proceed to have such Safeguard Document:

- prepared in accordance with WWF US's Environment and Social Safeguards Integrated Policies and Procedures, as the case may be;
- furnished to WWF US GEF Agency for review and approval; and

- thereafter adopted and disclosed as approved by WWF US GEF Agency, in a manner acceptable to the WWF US GEF Agency; and

(b) thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Document; and

25.4. Whenever a Safeguards, Stakeholder Engagement or Gender Specialist or Consultant will be hired for the Project and paid for with GEF Funds the Grantee shall:

- provide the TOR to the WWF US GEF Agency/GCF Accredited Entity Safeguards team, who will be required to review the TOR and provide either feedback or a no objection approval prior to starting the recruitment process;
- provide the Resume or CV of the final candidates to the WWF US Agency/Entity Safeguards team; and,
- obtain a no objection sign off on the final candidate for each Specialist and/or Consultant from the WWF US Agency/Entity Safeguards team.

25.5. The Grantee shall not amend, abrogate or waive, or permit to be amended, abrogated or waived the Indigenous Peoples Planning Framework/Process Framework and Stakeholder Engagement Plan unless the WWF US GEF Agency has provided its prior approval thereof in writing, and the Grantee has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said documents.

25.6. Without limitation on its other reporting obligations under this Agreement, the Grantee shall collect, compile and submit to the WWF US GEF Agency each calendar year (or at such other frequency as may be agreed with the WWF US GEF Agency) consolidated reports on the status of compliance with WWF US's Environment and Social Safeguards Integrated Policies and Procedures the Environment and Social Management Framework and any Safeguard Documents prepared during project implementation, as applicable, giving details of: (a) measures taken in furtherance of the said documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

25.7. The Project shall not provide institutional or technical direct and indirect support to local government or protected area administrations if it is related to the following issues:

- Procurement/use of weapons and munitions
- Military activities
- Activities involving any form of forced labour, sexual exploitation or child labour
- Procurement/use of formulated products in the WHO Classes IA, IB or II
- Procurement/use of pesticides & other chemicals specified as persistent organic pollutants under the Stockholm Convention
- Conversion or degradation of critical natural habitats
- Introduction of species known to be invasive into the new environment
- Involuntary resettlement

25.8. The Grantee shall ensure that stakeholders and project affected peoples (PAPs) are aware of and have access to any associated grievance mechanisms in a language they understand and a format that is accessible to them. A project-specific grievance mechanism is required if the project is categorized as either a Category B or Special Consideration project. In all projects (regardless of

categorization), WWF US's Grievance Mechanism and the GEF Grievance Mechanisms shall always be made accessible to stakeholders and PAPs. The Grantee is responsible for ensuring the proper operation of the project-specific grievance mechanism, including but not limited to resolving grievances received, documenting the process, and reporting on grievances to the WWF US GEF Agency.

25.9. The Grantee shall notify the WWF US GEF Agency in writing, as soon as practicable, of any events or allegations of Grantee's non-compliance with this Paragraph 25, including applicable Safeguard Documents. WWF US GEF Agency shall advise the Grantee on appropriate steps to cure its non-compliance and to establish measures to prevent non-compliance in the future. WWF US GEF Agency may withhold some or all funding under this Agreement, or take other action appropriate under WWF US's Environmental and Social Safeguards Framework, at its sole discretion, if non-compliance is repeated, not cured, or is detrimental to the project, or Grantee refuses to cooperate with WWF US GEF Agency with respect to this Paragraph 25.

25.10. Grantee shall incorporate the requirements of this Paragraph 25 in all agreements, including but not limited to sub-grants, sub-contracts, and MOUs, with parties responsible for supporting project implementation.

26. Special Provisions.

26.1. Project Management Unit – the Grantee shall maintain at all times during the implementation of the Agreement, a PMU with functions, composition, staffing and resources satisfactory to WWF to be responsible for project management, implementation and monitoring and evaluation. The PMU will be responsible for identifying project budget to cover the cost of core PMU capacity through to project closeout and in the event of project extension.

26.2. In addition to the Deliverables outlined in the Grant Agreement, Grantee will cooperate with WWF to provide additional information on Project Activities financed by the GEF as may reasonably be requested by WWF from time to time.

26.3. Grantee will review and provide feedback or response in a timely manner (as agreed between Grantee and WWF GEF Project Manager) on project related reports developed by WWF GEF Agency team or independent consultants, including, but not restricted to: implementation support mission reports, Project Implementation Reports (PIR), and Terminal Evaluations (TE).

27. Commitment to Integrity and Good Conduct

WWF commits to the highest standards of professionalism, integrity and ethics in our workplace and in our activities. This commitment is fundamental to creating effective, lasting and equitable solutions to today's environmental challenges. Therefore, it is expected that its grantees commit to the following:

- Respect people's rights in accordance with customary, national and international human rights laws, including vulnerable groups such as children.
- Comply with and provide active support to WWF to ensure reasonable compliance with all applicable laws including but not limited to applicable laws and regulations with respect to bribery, fraud or other anti-corruption (e.g., without limitation, U.S. Foreign Corruption Practice Act), and similar laws, regulations, and proscriptions applicable in Grantee's jurisdiction.
- Respect integrity in the use of funds and assets which may be provided through this agreement, including taking appropriate measures to prevent, detect and respond to concerns of misappropriation or other illegal event; this includes implementing appropriate policies

and procedures, and ensuring that employees, sub-contractors or third parties respect the same;

- Respect and safeguard employees to prevent and respond to discrimination, harassment, abuse of power, and gender inequity in the workplace.
 - Respect the rights of the labor force to health, safety, fair wages and benefits, working hours, freedom of association and collective bargaining, no discrimination or harsh treatment, no forced labor, and respecting labor restrictions related to children in line with applicable local laws and/or ILO Labour Standards, whichever is the higher standard.
 - Respect standards and agreements around confidentiality, including but not limited to the sharing of business sensitive information and personal data as protected by applicable legislation.
 - The Grantee represents and warrants it has never offered, given or agreed to give (and will not, during the term, offer, give, or agree to give) to any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the entering into or carrying out this Agreement. Nor to Grantee's knowledge is there a conflict of interest which has incited WWF to sign this Agreement with Grantee. The Grantee shall promptly disclose in writing to WWF any conflicts of interest which could negatively impact WWF.
 - Inform WWF of any breaches of these commitments in the Grantee's operations or the operations of its sub-grantees or sub-contractees.
- Grantee agrees that it shall require in writing any of its sub-grantees or sub-contractors to this agreement to abide by these same commitments.

28. Execution of the Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark, and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology, or other similar electronic means.

L. ORDER OF PRECEDENCE


Any inconsistency in this Agreement shall be resolved by giving precedence in the following order:

(a) Grant Agreement; (b) Detailed Total Project Budget; (c) the GEF Project Document.

. * * * *

By their execution below, WWF and the Grantee have agreed to all the terms and conditions of this Agreement, including all referenced Attachments, which are hereby incorporated into and made a part of this Agreement. Whenever possible, the Agreement should be executed in faxed counterparts or scanned counterparts sent electronically, and all of which when taken together, shall constitute one agreement. All modifications to this Agreement must be in writing and signed by persons designated to act on behalf of WWF and the Grantee.

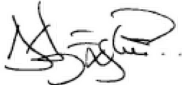
WORLD WILDLIFE FUND, INC.

Signed by:
By: 
5C8DC04634EA451...

Renae Stenhouse
Vice President
WWF GEF Agency

10/31/2024
Date: _____

THE NATURE CONSERVANCY

By: 

Ademola Ajagbe
Regional Managing Director-Africa BU
The Nature Conservancy, GEF Executing Entity

Date: 11/5/2024

Attachment 1	WWF GEF Project Document and Request for GEF CEO Approval
Attachment 2	Detailed Total Project Budget
Attachment 3	Procurement Guidelines
Attachment 4	WWF US Project Audit Guidelines
Attachment 5	Guidelines for the Prevention of Fraud, Waste and Abuse
Attachment 6	Required Flowdown Provisions for Subrecipients

Enclosures: WWF GEF Project Progress Report Template
Financial Reporting Format Template
Annual Project Workplan and Budget Template

WWF GEF Project Document and GEF Request for CEO Endorsement

<https://www.worldwildlife.org/projects/addressing-outstanding-barriers-and-leveraging-durable-financial-mechanisms-to-achieve-target-3-in-gabon>

Project Budget

Expenditure Category	Detailed Description		Component (USD eq.)						
			TOTAL COMPONENT 1	TOTAL COMPONENT 2	TOTAL COMPONENT 3	M&E Total	Subtotal	PMC	Total Project
Goods	Elephant and wildlife deterrence materials	1	\$ -	\$ 18,335.00	\$ -	\$ -	\$ 18,335.00		\$ 18,335.00
Goods	Laptop for HWC and CE specialist	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00
goods	Inputs to support livelihoods promoting human wildlife coexistence	3	\$ -	\$ 18,334.00	\$ -	\$ -	\$ 18,334.00		\$ 18,334.00
Total Goods			\$ -	\$ 36,669.00	\$ -	\$ -	\$ 36,669.00	\$ 3,000.00	\$ 39,669.00
Grants/ Sub-grants	Subgrants and supports to local IPLC institutions & NGOs - Names TBD	4	\$ -	\$ 266,972.00	\$ -	\$ -	\$ 266,972.00	\$ -	\$ 266,972.00
Total Sub-grants			\$ -	\$ 266,972.00	\$ -	\$ -	\$ 266,972.00	\$ -	\$ 266,972.00
Sub-contract to executing partner/ entity			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Sub-contract to executing partner/ entity	Expert to prepare background information and scientific recommendations for HWC strategy decision-makers	5	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00		\$ 10,000.00
Total Sub-contracts			\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Contractual Services – Individual	Trainer(s) to strengthen communities' capacities on improved livelihoods and farming practices to support coexistence with wildlife	6	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00		\$ 20,000.00
	HWC management solutions analyses such as Micro-insurance analysis	7	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00		\$ 20,000.00
Total Contractual Services - Individuals			\$ -	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
Contractual Services – Company	Communications specialist expertise for national strategy Communications Plan and related communications with target audiences including IPLCs and women.	8	\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00		\$ 45,000.00
Total Contractual Services - Company			\$ 45,000.00	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00
International Consultants			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
International Consultants	YR 1: Additional funds to support Ecological and socio-economic surveys, FPIC consultations and priority landscape mapping for new protected areas to include HWC issues and approaches, and data collection and analysis about attitudes and behaviors of communities and stakeholder groups affected by HWC.	9	\$ 41,690.00	\$ -	\$ -	\$ -	\$ 41,690.00		\$ 41,690.00
Total International Consultants			\$ 41,690.00	\$ -	\$ -	\$ -	\$ 41,690.00	\$ -	\$ 41,690.00
Salary and benefits / Staff costs		11	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Salary and benefits / Staff costs	Human Wildlife Coexistence Project Specialist	12	\$ 53,380.00	\$ 160,150.00	\$ 13,345.00	\$ -	\$ 226,875.00	\$ 26,690.00	\$ 253,565.00
Salary and benefits / Staff costs	Community Engagement and Social Inclusion Officer	13	\$ 50,000.00	\$ 200,000.00	\$ -	\$ -	\$ 250,000.00		\$ 250,000.00
Salary and benefits / Staff costs	Africa Grants Specialist (PMU Cost)	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,113.00	\$ 41,113.00
Salary and benefits / Staff costs	Gabon Fin/Ops (PMU cost)	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,960.00	\$ 40,960.00
Salary and benefits / Staff costs	Gabon MEL specialist	16	\$ -	\$ -	\$ 23,936.00	\$ 23,936.00	\$ 47,872.00	\$ -	\$ 47,872.00
Salary and benefits / Staff costs	Gabon Communications Officer	17	\$ 14,361.60	\$ 19,148.80	\$ 14,361.60	\$ -	\$ 47,872.00	\$ -	\$ 47,872.00
Salary and benefits / Staff costs	Gabon GIS Specialist	18	\$ 11,975.00	\$ -	\$ -	\$ -	\$ 11,975.00	\$ -	\$ 11,975.00
Total Staff Costs			\$ 129,716.60	\$ 379,298.80	\$ 51,642.60	\$ 23,936.00	\$ 584,594.00	\$ 108,763.00	\$ 693,357.00
Trainings, Workshops, Meetings			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Trainings, Workshops, Meetings	HWC strategy development workshop series	19	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00		\$ 11,000.00
Trainings, Workshops, Meetings	HWC strategy partner roundtable meetings	20	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00		\$ 11,000.00
Trainings, Workshops, Meetings	National HWC commission launch workshop and event	21	\$ 12,000.00	\$ -	\$ -	\$ -	\$ 12,000.00		\$ 12,000.00
Trainings, Workshops, Meetings	PA manager & IPLC workshops meeting safeguards and FPIC needs and HWC planning and management	22	\$ -	\$ 90,000.00	\$ -	\$ -	\$ 90,000.00		\$ 90,000.00
Total Trainings, Workshop, Meetings			\$ 34,000.00	\$ 90,000.00	\$ -	\$ -	\$ 124,000.00	\$ -	\$ 124,000.00
Travel			\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Travel	Travel for HWC and and Community Engagement staff (2 persons)	23	\$ -	\$ 61,526.00	\$ -	\$ -	\$ 61,526.00		\$ 61,526.00
Travel	Travel for Grants Specialist to meet with implementing partners	24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,400.00	\$ 6,400.00
Total Travel			\$ -	\$ 61,526.00	\$ -	\$ -	\$ 61,526.00	\$ 6,400.00	\$ 67,926.00
Other Operating Costs	Project Audit	25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,882.00	\$ 5,882.00
Total Other Operating costs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,882.00	\$ 5,882.00
Grand Total			\$ 260,406.60	\$ 874,465.80	\$ 51,642.60	\$ 23,936.00	\$ 1,210,451.00	\$ 124,045.00	\$ 1,334,496.00

GEF MINIMUM STANDARD FOR PROCUREMENT

All procurement funded through this agreement should follow your organizations Procurement Policies and Procedures but absolutely needs to comply with the following standards:

1. Open competition and defined situations in which other less competitive methods can be used; and
2. Wide participation through publication of business opportunities; descriptive bid/ proposal documents that disclose the evaluation criteria to be used; neutral and broad specifications; non-discriminatory participation and selection principles; and sufficient time to submit bids or proposals.
3. The provision for security and confidentiality of information during the bidding, opening, evaluation and debriefing phases of procurement.
4. General Conditions of Contract and tender conditions provide for contract awardees to adhere to anti-fraud and corruption policies and provide access to GEF Partner Agency investigators to bidder/contractor records relating to bids and contracts in the event that this is needed to support investigations of complaints of fraud or corruption.
5. The consideration of sustainability concepts in the procurement of goods.
6. Specific procedures, guidelines and methodologies of assessing the procurement procedures of subrecipients are in place.
7. Procurement performance in implemented projects is monitored at periodic intervals, and there are processes in place requiring a response when issues are uncovered.
8. Establishment of a control system for equipment purchases to ensure adequate safeguards to prevent loss, damage, or theft of the Property, including that appropriate insurance must be maintained, and any loss, damage, or theft is investigated and fully documented
9. Standards of Conduct are maintained that provide for disciplinary actions for conflict of interest violations by officers, employees, or agents of the Grantee as follows:
 - i. The Grantee must ensure that competitions are not biased in favor of one offeror over another.
 - ii. The officers, employees, and agents of the Grantee must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements.
 - iii. A contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.
10. Maintenance of procurement records, including basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and basis for award cost or price.
11. Establishment of a monitoring system to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance
12. All awarded contracts (including grants) need to be published on a project website.

WWF US Project Audit Guidelines**Audit Procedures for a Project Audit of a World Wildlife Fund Subrecipient This paper specifies the suggested reports that should be prepared by independent auditors.**

Note: The following reports and schedules should be prepared in English.

Reports:

1. Transmittal letter including:

- a) audit firm name, partner or principal contract, phone number, address and e-mail address (if applicable);
- b) subrecipient's name, phone number, address, key contacts and phone numbers; and
- c) the agreement name, number and agreement period and audit period. The audit period should coincide with the project life, except when the project life is for an extended period of time or as requested by the project officer.

Section 2 and 3 below should be reviewed in accordance with the terms and conditions of the sub-agreement including compliance with donor regulations and cost share requirements as applicable. All cost must be allowable, allocable and reasonable.

2. Agreed-Upon Procedures Report including the following procedures:

- a) Examining all cash receipts under agreement _____ and tracing them into the bank statement.
- b) Agreeing the total of the cash receipts under agreement _____ equal the amount listed on the Schedule of Revenues Received and Expenses Incurred, (the Schedule).
- c) Examining a minimum of 30% of the total expenses incurred under the agreement to ensure:
 - 1) The expense was supported by proper documentation;
 - 2) The expense amount was accurate;
 - 3) The expense was properly classified;
 - 4) The expense was properly authorized;
 - 5) The expense was incurred during the agreement period;
 - 6) The expense appears to be a reasonable expense in conjunction with carrying out the agreements intended purpose (allocable); and
 - 7) The expense was not a payment for alcohol, guns, or political purposes allowable).

Note: The procedure should state what percentage and dollar amount of expenses were examined. For salary expense each payment to an employee (weekly, bi-weekly, or monthly payroll payment) should be considered a single expense transaction and verified by a timekeeping system.

- d) If the agreement calls for the purchase of or transfer of equipment in excess of \$5,000 in conjunction with the agreement then a list of equipment purchased should be prepared based on the general ledger and the equipment should be observed for physical existence.

All exceptions to the above procedures should be noted in the body of the text after each of the lettered procedures.

3. A "Schedule of Revenues Received and Expenses Incurred". The title should include the name of the organization, the project name and number, and the audit period covered. The schedule should contain three sections: revenue, expenses, and net amount due.

a) The revenue section should include all cash receipts by the organization for the audit period that were received within the audit period.

b) The expense section should contain agreement budget and actual amount for each of expense categories listed in the agreement/grant.

c) The net amount due should equal (1) - (2).

All deviations or questions on the above procedures should be discussed with the appropriate Finance & Administration Manager in the Field Office and/or with the Government and Network Financial Manager in Washington.

4. The auditor's report(s) shall state that the audit was conducted in accordance with Generally Accepted Auditing Standards and include the following:

a) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the donor program is presented fairly in all material respects in. Conformity with the stated accounting policies;

b) A report on internal control related to the donor program, which shall describe the scope of testing of internal control and the results of the tests;

c) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the provisions of contracts or grant agreements which could have a direct and material effect on the donor program; and

d) A schedule of findings and questioned costs for the donor program that includes a summary of the auditor's results relative to the donor program.

Guidelines for the Prevention of Fraud, Waste and Abuse

These standards for Prevention of Fraud, Waste and Abuse (Attachment 5) are incorporated into the Agreement. TNC will follow its company SOP and procedures to follow these guidelines.

PREVENTING FRAUD, WASTE, AND ABUSE

OBJECTIVES

- Define appropriate measures to put into place to prevent, deter, detect and communicate potential fraud and corruption.
- Encourage a culture of compliance.
 - Hire strong leaders and managers who take the prevention of fraud and corruption seriously.
 - Facilitate ongoing communications with staff to address fraud and corruption concerns.
- Protect the integrity of WWF's Donor-funded programs and ensure the success of development programs through implementation by responsible partners.

DEFINITIONS OF FRAUD AND CORRUPTION

Fraud involves the act of deceit against the organization in order to obtain a personal or collective advantage, avoid an obligation, or cause a loss. Corruption involves the act of dishonestly obtaining an advantage from a third party by abusing an entrusted power for private gain. Neither fraud nor corruption are restricted to monetary or material benefit, but could also include intangible benefits such as status or information.

Fraud and corruption cover a wide range of activity, including (but not exclusive to):

- Theft of assets
- Misappropriation of funds
- Misuse of the organization's assets (e.g. using business vehicles privately without permission)
- Deception (e.g. misrepresentation of qualifications to obtain employment)
- Theft from a partner, customer or supplier
- The theft or misuse of proprietary data
- Theft of Intellectual Property
- Providing favors or money to judges or other government officials pursue personal or organizational goals
- Providing contracts to third parties for the provider's personal benefit.

PREVENTING FRAUD AND CORRUPTION

WHAT THIS INVOLVES

- ***Building the right "Tone at the top."*** This means: proactively identifying, understanding and addressing high risk environments; encouraging openness and transparency; taking rapid, robust and objective action when allegations arise; demonstrating financial restraint and

stewardship in our own actions, and holding our office leaders accountable for taking action to prevent Fraud and Corruption and deal with it if it occurs.

- ***Strengthening our control environment***, to ensure full compliance of all operational procedures. This means ensuring that high risk areas where fraud occurs the most – like purchasing, hiring 3rd parties or consultants, travel costs and expense claims – have strong and well understood procedures and are robustly controlled.
- ***Strengthening our response to allegations*** in line with market best practices, respecting that a solid response is a deterrent to future fraud. This includes robust, timely investigations, supporting impacted donors/partners, and ensuring fixes to problems which may have facilitated the fraud event.
- ***Building awareness***, including doing training – in such subjects as detecting fraudulent expenses; managing conflicts of interests, and others. Office leaders should regularly build awareness, for example through regular discussions at meetings, in-house training, publicizing whistleblower phone numbers, etc.

ENSURE ADEQUATE SYSTEMS FOR AND PROPER CONTROLS OF:

- Procurement of goods (equipment, vehicles, stationary, fuel)
- Procurement of services (consultants, implementing partners)
- Grantees (review, due diligence, monitor use of funds...)
- Asset management (especially vehicles)
- Travel requests, arrangements, reimbursements
- Providing per diems/support to non-WWF partners
- HR policies and procedures: recruiting; performance management,
- Segregation of duties
- Signing authority

BEST PRACTICES

- Hire strong leaders and managers who are committed to preventing fraud and corruption
- Foster a culture of compliance: train employees to do more than just follow rules, to think before they act and to do the “right thing”
- Ensure all staff receive ongoing compliance and ethics training and support
- Consistently review internal controls and search for ways to strengthen them
- Have core guiding values including integrity, honesty, respect, trust, communication, and transparency
- Implement sound financial policies and procedures
- Hire and reward people with proven highly ethical behavior

FRAUD INDICATORS

DESCRIPTION

At their most basic, fraud indicators are clues or hints that indicate a closer look at an area or activity may be needed

Generally, a person’s intent on committing fraud uses one of two approaches:

-Completely covert or hidden from view

-Conducted in the open, completely obvious to all, but disguised to appear as if part of normal operations

The two areas most often seen in fraud schemes are travel and procurement transactions

GENERIC FRAUD INDICATORS

- Inadequate or weak internal controls
- Management override of internal controls
- Reluctance to provide information to auditors
- Lack of follow-up on audit recommendations
- Field offices in remote locations; no field office audits
- No written policies or procedures
- Excessive number of accounting errors
- Lost or destroyed electronic or hard copy records
- Copied or altered documents
- Lack of segregation of duties
- Refusal of individual to take leave or promotion
- Employee lifestyle changes, e.g., expensive purchases

This list is not intended to be exhaustive. Each specific situation is different and may present indicators not listed.

EXAMPLES OF COMMON FRAUD SCHEMES

Bid Rigging

- Receipt of only one bid for goods and services that are not unique e.g.; office supplies, administrative support
- One bid significantly lower than others
- Sole source procurement

Collusive Bidding

- Few companies doing similar work on what appears to be a rotating basis for submitting the lowest cost proposal
- Wide disparity between the winning & losing bids
- Unsuccessful bidders become subcontractors after contract award

Travel Receipts

- Receipts are incomplete & do not appear authentic
- Hotel/motel bill includes charges that do not appear consistent with the printing/writing elsewhere on the bill
- Credit card imprints on hotel/motel receipts appear flawed or incomplete

Fuel Charges

- Vehicle odometer reading or vehicle log book is inconsistent with voucher
- Driver explanation of trips is inconsistent with voucher
- Vouchers for evening and/or weekend trips are submitted for payment absent explanation & authorization

Overbilling

- Increase in billing but no increase in services or products delivered
- Copies of same invoice submitted for payment
- Invoices reflect prices for goods and/or services in excess of the contracted amount

Phantom Companies

- Name and location of company differs between receipts, vouchers, and other documents
- Company location is false
- No company official documents can be located or produced e.g.; registration, articles of incorporation, etc.

WHEN FRAUD IS SUSPECTED**PARTNER DISCLOSURES**

- Disclose early to WWF; include as much information as possible, share your plan for corrective and preventive action, and participate in ongoing communication.
- WWF will analyze disclosures and determine appropriate actions, including providing disclosure to the Donor and meeting with the implementing partner, as appropriate

ISSUES THAT SHOULD BE DISCLOSED

- Contract, Procurement, and Grant Fraud
- Bribery
- Kick backs
- Acceptance of Gratuities
- Embezzlement
- Product Substitution
- Conflicts of Interest
- Travel Fraud
- Theft or Abuse of Government Property

This list is illustrative. It is NOT ALL INCLUSIVE.

BENEFITS OF DISCLOSURES

- Enables partners to differentiate themselves from bad actors
- Helps to contain problems and limit an organization's exposure to risks
- Prevents recycling of bad actors within partner community; reduces costs & limits program disruption associated with recruitment and retention of employees
- Demonstrates a partner's commitment to compliance

REMEMBER

- Partners have to absorb the cost of fraud and other bad acts
- Ongoing communication among all involved can help to keep problems small
- Important to maintain a culture and systems that identify, resolve, and prevent problems

WHEN FRAUD IS SUSPECTED

WWF takes allegations of fraud very seriously and expects implementing partners to do the same. Individuals and organizations found to have committed fraud will be required to refund the amount of fraudulent expenditures and may be subject to criminal and civil penalties, including potential **suspension** or **debarment** from receiving WWF funds and other legal penalties as applicable.

CAUSES FOR SUSPENSION OR DEBARMENT FROM RECEIVING US GOVERNMENT FUNDS

Improper conduct which reflects negatively on a partner's present responsibility:

- Criminal or unethical conduct indicating a lack of business integrity or honesty
- Willful violations of award terms
- History of a failure to perform
- Anything of so serious or compelling a nature

All entities suspended or debarred from receiving USG funds are added to the USG's Excluded Parties List System (EPLS), a public database.

DEFINITIONS

- **Suspension:** Entity is immediately prohibited from participating in USG-funded awards for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue.
- **Debarment:** Entity is excluded from participating in USG-funded awards for a period of 1 – 3 years.

EFFECTS OF DEBARMENT AND SUSPENSION

- Debarred or Suspended Entities cannot receive new awards either directly or through a subaward.
- Proposals/offers or quotations shall not be evaluated for award either as a direct grantee or subgrantee.

These are REQUIRED FLOW DOWN PROVISIONS (collectively, “GEF Flow Downs”) for SUB-RECIPIENTS of funding from the GEF Project Grant Agreement effective upon signature of the agreement between World Wildlife Fund Inc. (WWF” or “WWF GEF Agency”), and The Nature Conservancy (“TNC”), which must be attached and incorporated by reference into any agreement disbursing funding from the GEF Project Grant Agreement. In the event of conflict between these GEF Flow Downs and the Agreement to which they are attached, these GEF Flow Downs shall control. For purposes of these GEF Flow Downs, “Subrecipient” shall be defined as the entity receiving payment from TNC as specified in the Agreement to which these GEF Flow Downs are attached.

1. Commitment to Integrity and Good Conduct.

- a. Respect people’s rights in accordance with customary, national and international human rights laws, including vulnerable groups such as children.
- b. Comply with and provide active support to TNC to ensure reasonable compliance with all applicable laws including but not limited to applicable laws and regulations with respect to bribery, fraud or other anti-corruption (e.g., without limitation, U.S. Foreign Corruption Practice Act), and similar laws, regulations, and proscriptions applicable in Grantee’s jurisdiction.
- c. Respect integrity in the use of funds and assets which may be provided through this agreement, including taking appropriate measures to prevent, detect and respond to concerns of misappropriation or other illegal event; this includes implementing appropriate policies and procedures, and ensuring that employees, sub-contractors or third parties respect the same;
- d. Respect and safeguard employees to prevent and respond to discrimination, harassment, abuse of power, and gender inequity in the workplace.
- e. Respect the rights of the labor force to health, safety, fair wages and benefits, working hours, freedom of association and collective bargaining, no discrimination or harsh treatment, no forced labor, and respecting labor restrictions related to children in line with applicable local laws and/or ILO Labour Standards, whichever is the higher standard.
- f. Respect standards and agreements around confidentiality, including but not limited to the sharing of business sensitive information and personal data as protected by applicable legislation.
- g. The Grantee represents and warrants it has never offered, given or agreed to give (and will not, during the term, offer, give, or agree to give) to any person any inducement or reward (or anything which might be considered an inducement or reward) in connection with the entering into or carrying out this Agreement. Nor to Grantee’s knowledge is there a conflict of interest which has incited TNC to sign this Agreement with Grantee. The Grantee shall promptly disclose in writing to TNC any conflicts of interest which could negatively impact TNC.
- h. Inform TNC of any breaches of these commitments in the Grantee’s operations or the operations of its sub-grantees or sub-contractees.

2. Minimum Standard for Procurement. Prior to purchasing goods and services, Subrecipient is required to have written procurement policies and procedures in effect that conform to the GEF Agency’s Procurement Guidelines:

- a. Open competition and defined situations in which other less competitive methods can be used; and
- b. Wide participation through publication of business opportunities; descriptive bid/ proposal documents that disclose the evaluation criteria to be used; neutral and broad specifications; non-discriminatory participation and selection principles; and sufficient time to submit bids or proposals.
- c. The provision for security and confidentiality of information during the bidding, opening, evaluation and debriefing phases of procurement.

- d. General Conditions of Contract and tender conditions provide for contract awardees to adhere to anti-fraud and corruption policies and provide access to GEF Partner Agency investigators to bidder/contractor records relating to bids and contracts in the event that this is needed to support investigations of complaints of fraud or corruption.
- e. The consideration of sustainability concepts in the procurement of goods.
- f. Specific procedures, guidelines and methodologies of assessing the procurement procedures of subrecipients are in place.
- g. Procurement performance in implemented projects is monitored at periodic intervals, and there are processes in place requiring a response when issues are uncovered.
- h. Establishment of a control system for equipment purchases to ensure adequate safeguards to prevent loss, damage, or theft of the Property, including that appropriate insurance must be maintained, and any loss, damage, or theft is investigated and fully documented
- i. Standards of Conduct are maintained that provide for disciplinary actions for conflict of interest violations by officers, employees, or agents of the Subrecipient as follows:
 - The Subrecipient must ensure that competitions are not biased in favor of one offeror over another.
 - The officers, employees, and agents of the Subrecipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements.
 - A contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.
- j. Maintenance of procurement records, including basis for contractor selection, justification for lack of competition when competitive bids or offers are not obtained, and basis for award cost or price.
- k. Establishment of a monitoring system to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance
- l. All awarded contracts (including grants) need to be published on a project website.

3. Credits and Public Awareness.

- a. GEF Visibility. Subrecipient will include information and communication related activities to identify the support of the Trust Funds for GEF Projects, and to communicate to the public the results of GEF Projects consistent with relevant GEF Policies and Procedures, including the following:

GEF Communication and Visibility Guidelines:

https://www.thegef.org/sites/default/files/documents/2023-06/EN_GEF_C.64_11_New%20Communications%20and%20Visibility%20Policy.pdf

Branding Guidelines and Graphics Standards:

https://www.thegef.org/sites/default/files/2023-05/gef_brand_guidelines_2023_0418_01.pdf

GEF Logo files can be downloaded at <http://www.thegef.org/content/gef-logo>

- b. Unless otherwise specifically agreed to by WWF's Technical Director, Subrecipient agrees to acknowledge WWF in the context of Subrecipient's articles, reports, publications, participation in any interviews with the media, lectures, and/or public appearances with respect to Project or otherwise significantly relating to this Agreement. Unless otherwise specifically agreed to in writing by TNC, Subrecipient agrees to acknowledge TNC in the context of Subrecipient's

articles, reports, publications, participation in any interviews with the media, lectures, and/or public appearances with respect to Project or otherwise significantly relating to this Agreement.

c.

d. Subrecipient shall provide TNC with copies of all published materials that mention or otherwise relate to the Project, the Activities, or the Agreement, including, without limitation, those published after Subrecipient's submission of required reports hereunder or expiration/termination of this Agreement.

e. Except as expressly stated below, Subrecipient shall have no right to use WWF's trademark(s) or logo(s) (including, without limitation, WWF's panda logo) in the absence of WWF's express prior written permission, which may be granted or withheld in WWF's sole discretion, and to TNC as set forth in the main Agreement. Subject to the restrictions described herein, Subrecipient may display WWF's panda and TNC's Oak Leaf logos on the cover or title page of Project-related, noncommercial publications written and issued by Subrecipient. Any such display must be accompanied by the statement "Assisted by WWF and TNC" and may in no event state or imply that the publication is issued or endorsed by WWF nor TNC. Notwithstanding anything herein to the contrary, Subrecipient shall immediately cease all use of the WWF panda and TNC Oak Leaf logos and all other references to WWF and TNC, including all oral and written references, upon WWF's and/or TNC's request with respect to their own marks, whether made during the Term or thereafter.

4. Disclosure of Information

a. The Parties understand that as multilateral public Trust Fund, the Global Environment Facility (GEF) operates on a principle of full transparency. Transparency is enshrined in the GEF Instrument, which provides, inter alia, that "[the GEF] shall provide for full disclosure of all non-confidential information". The GEF discloses all non-confidential information regarding its governance and operations, and it works with a presumption in favor of disclosure unless there is a compelling reason for confidentiality. All GEF-funded projects are expected to operate transparently, including documentation and disclosure of key decisions, in full compliance with GEF and GEF Agency policies and procedures as included in the agreement.

b. Subrecipient will provide for full disclosure of non-confidential information, in consultation with, and participation as appropriate of, major groups and local communities throughout the project cycle. Subrecipient will follow the GEF's Policy on Public Consultation and Disclosure:

https://www.thegef.org/sites/default/files/documents/Public_Involvement_Policy-2012.pdf

5. Safeguards and Gender

a. The Subrecipient shall ensure that the Project is carried out in accordance with WWF US's Environmental and Social Safeguards Framework, as detailed in WWF US's Environment and Social Integrated Policies and Procedures, the Indigenous Peoples Planning Framework/Process Framework (IPPF/PF), the Stakeholder Engagement Plan (SEP), and any other Safeguard Document/s prepared or to be prepared in accordance with sub-paragraph 25.3 below. WWF's ESSF and Social Policies represent an integral part of this Agreement and are found here:

https://wwf.panda.org/principles_and_safeguards/our_safeguards.

b. The Subrecipient shall also ensure that the Project is carried out in accordance with the WWF US Gender Policy, the Gender Action Plan prepared for the Project and any other Gender-related document prepared in accordance with the WWF US Gender Policy. WWF US GEF Agency/GCF Accredited Entity reserves the right to modify these materials at any time. WWF

and TNC reserve the right to modify, suspend, and/or ultimately terminate activities, project funding and/or this Agreement if, in its sole judgment, the Subrecipient or specific activities fail to comply with the ESSF and/or Social Policies.

- c. Project activities will be screened for safeguards risks by the Subrecipient on an annual basis at a minimum (usually during the approval of the Annual Work Plan and Budget). Should there be any safeguards risks identified from project activities, proper safeguards management measures, including the creation of any Safeguards Document/s, must be in place prior to the start of those activities that carry the identified safeguards risks. WWF US and TNC reserve the right to withhold funding disbursements for any activities for which risks have not been managed until the Subrecipient has the proper safeguards management measures, Safeguards Document/s and associated budget allocations in place.
- d. Whenever a Safeguard Document shall be required for any proposed Project activity in accordance with WWF US's Environment and Social Integrated Policies and Procedures, and the Indigenous Peoples Planning Framework/Process Framework, the Subrecipient shall:
 - i. prior to the commencement of such activity, proceed to have such Safeguard Document:
 - Prepared in accordance with WWF US's Environment and Social Safeguards Integrated Policies and Procedures, as the case may be;
 - furnished to WWF US GEF Agency or TNC, as directed by TNC, for review and approval; and
 - Thereafter adopted and disclosed as approved by WWF US GEF Agency or TNC, in a manner acceptable to the WWF US GEF Agency; and
 - ii. thereafter take such measures as shall be necessary or appropriate to ensure compliance with the requirements of such Safeguard Document; and
- e. Whenever a Safeguards, Stakeholder Engagement or Gender Specialist or Consultant will be hired for the Project and paid for with GEF Funds the Subrecipient shall:
 - provide the TOR , as directed by TNC, to TNC or the WWF US GEF Agency/GCF Accredited Entity Safeguards team, who will be required to review the TOR and provide either feedback or a no objection approval prior to starting the recruitment process
 - provide the Resume or CV of the final candidates to TNC or the WWF US Agency/Entity Safeguards team, as directed by TNC; and,
 - obtain a no objection sign off on the final candidate for each Specialist and/or Consultant from TNC or the WWF US Agency/Entity Safeguards team, as directed by TNC.
- f. The Subrecipient shall not amend, abrogate or waive, or permit to be amended, abrogated or waived the Indigenous Peoples Planning Framework/Process Framework and Stakeholder Engagement Plan unless the WWF US GEF Agency or TNC have provided its prior approval thereof in writing, and the Subrecipient has complied with the same consultation and disclosure requirements as applicable to the original adoption of the said documents.
- g. Without limitation on its other reporting obligations under this Agreement, the Subrecipient shall collect, compile and submit to the WWF US GEF Agency or TNC, as directed by TNC, each calendar year (or at such other frequency as may be agreed with the WWF US GEF Agency or TNC, as directed by TNC) consolidated reports on the status of compliance with WWF US's Environment and Social Safeguards Integrated Policies and Procedures the Environment and Social Management Framework and any Safeguard Documents prepared during project

implementation, as applicable, giving details of: (a) measures taken in furtherance of the said documents; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of the said measures; and (c) remedial measures taken or required to be taken to address such conditions.

- h. The Project shall not provide institutional or technical direct and indirect support to local government or protected area administrations if it is related to the following issues:
 - Procurement/use of weapons and munitions
 - Military activities
 - Activities involving any form of forced labour, sexual exploitation or child labour
 - Procurement/use of formulated products in the WHO Classes IA, IB or II
 - Procurement/use of pesticides & other chemicals specified as persistent organic pollutants under the Stockholm Convention
 - Conversion or degradation of critical natural habitats
 - Introduction of species known to be invasive into the new environment
 - Involuntary resettlement
- i. The Subrecipient shall ensure that stakeholders and project affected peoples (PAPs) are aware of and have access to any associated grievance mechanisms in a language they understand and a format that is accessible to them. A project-specific grievance mechanism is required if the project is categorized as either a Category B or Special Consideration project. In all projects (regardless of categorization), WWF US's Grievance Mechanism and the GEF Grievance Mechanisms shall always be made accessible to stakeholders and PAPs. The Subrecipient is responsible for ensuring the proper operation of the project-specific grievance mechanism, including but not limited to resolving grievances received, documenting the process, and reporting on grievances to the WWF US GEF Agency.
- j. The Subrecipient shall notify the WWF US GEF Agency and TNC in writing, as soon as practicable, of any events or allegations of Subrecipient's non-compliance with this Paragraph 4, including applicable Safeguard Documents. WWF US GEF Agency or TNC shall advise the Subrecipient on appropriate steps to cure its non-compliance and to establish measures to prevent non-compliance in the future. WWF US GEF Agency or TNC may withhold some or all funding under this Agreement, or take other action appropriate under WWF US's Environmental and Social Safeguards Framework, at their sole discretion, if non-compliance is repeated, not cured, or is detrimental to the project, or Subrecipient refuses to cooperate with TNC or WWF US GEF Agency with respect to this Paragraph 5.
- k. Subrecipient shall incorporate the requirements of this Paragraph 4 in all agreements, including but not limited to sub-grants, sub-contracts, and MOUs, with parties responsible for supporting project implementation.

6. Guidelines for the Prevention of Fraud, Waste and Abuse

These standards for Prevention of Fraud, Waste and Abuse are incorporated into the Agreement.

PREVENTING FRAUD, WASTE, AND ABUSE

OBJECTIVES

- Define appropriate measures to put into place to prevent, deter, detect and communicate potential fraud and corruption.

- Encourage a culture of compliance.
 - Hire strong leaders and managers who take the prevention of fraud and corruption seriously.
 - Facilitate ongoing communications with staff to address fraud and corruption concerns.
- Protect the integrity of Donor-funded programs and ensure the success of development programs through implementation by responsible partners.

DEFINITIONS OF FRAUD AND CORRUPTION

Fraud involves the act of deceit against the organization in order to obtain a personal or collective advantage, avoid an obligation, or cause a loss. Corruption involves the act of dishonestly obtaining an advantage from a third party by abusing an entrusted power for private gain. Neither fraud nor corruption are restricted to monetary or material benefit, but could also include intangible benefits such as status or information.

Fraud and corruption cover a wide range of activity, including (but not exclusive to):

- Theft of assets
- Misappropriation of funds
- Misuse of the organization's assets (e.g. using business vehicles privately without permission)
- Deception (e.g. misrepresentation of qualifications to obtain employment)
- Theft from a partner, customer or supplier
- The theft or misuse of proprietary data
- Theft of Intellectual Property
- Providing favors or money to judges or other government officials pursue personal or organizational goals
- Providing contracts to third parties for the provider's personal benefit.

PREVENTING FRAUD AND CORRUPTION

WHAT THIS INVOLVES

- ***Building the right "Tone at the top."*** This means: proactively identifying, understanding and addressing high risk environments; encouraging openness and transparency; taking rapid, robust and objective action when allegations arise; demonstrating financial restraint and stewardship in our own actions, and holding our office leaders accountable for taking action to prevent Fraud and Corruption and deal with it if it occurs.
- ***Strengthening our control environment,*** to ensure full compliance of all operational procedures. This means ensuring that high risk areas where fraud occurs the most – like purchasing, hiring 3rd parties or consultants, travel costs and expense claims – have strong and well understood procedures and are robustly controlled.
- ***Strengthening our response to allegations*** in line with market best practices, respecting that a solid response is a deterrent to future fraud. This includes robust, timely investigations, supporting impacted donors/partners, and ensuring fixes to problems which may have facilitated the fraud event.
- ***Building awareness,*** including doing training – in such subjects as detecting fraudulent expenses; managing conflicts of interests, and others. Office leaders should regularly build

awareness, for example through regular discussions at meetings, in-house training, publicizing whistleblower phone numbers, etc.

ENSURE ADEQUATE SYSTEMS FOR AND PROPER CONTROLS OF:

- Procurement of goods (equipment, vehicles, stationary, fuel)
- Procurement of services (consultants, implementing partners)
- Grantees (review, due diligence, monitor use of funds...)
- Asset management (especially vehicles)
- Travel requests, arrangements, reimbursements
- Providing per diems/support to partners
- HR policies and procedures: recruiting; performance management,
- Segregation of duties
- Signing authority

BEST PRACTICES

- Hire strong leaders and managers who are committed to preventing fraud and corruption
- Foster a culture of compliance: train employees to do more than just follow rules, to think before they act and to do the “right thing”
- Ensure all staff receive ongoing compliance and ethics training and support
- Consistently review internal controls and search for ways to strengthen them
- Have core guiding values including integrity, honesty, respect, trust, communication, and transparency
- Implement sound financial policies and procedures
- Hire and reward people with proven highly ethical behavior

FRAUD INDICATORS

DESCRIPTION

At their most basic, fraud indicators are clues or hints that indicate a closer look at an area or activity may be needed.

Generally, a person’s intent on committing fraud uses one of two approaches:

-Completely covert or hidden from view

-Conducted in the open, completely obvious to all, but disguised to appear as if part of normal operations

The two areas most often seen in fraud schemes are travel and procurement transactions

GENERIC FRAUD INDICATORS

- Inadequate or weak internal controls
- Management override of internal controls
- Reluctance to provide information to auditors
- Lack of follow-up on audit recommendations
- Field offices in remote locations; no field office audits
- No written policies or procedures
- Excessive number of accounting errors

- Lost or destroyed electronic or hard copy records
- Copied or altered documents
- Lack of segregation of duties
- Refusal of individual to take leave or promotion
- Employee lifestyle changes, e.g., expensive purchases

This list is not intended to be exhaustive. Each specific situation is different and may present indicators not listed.

EXAMPLES OF COMMON FRAUD SCHEMES

Bid Rigging

- Receipt of only one bid for goods and services that are not unique e.g.; office supplies, administrative support
- One bid significantly lower than others
- Sole source procurement

Collusive Bidding

- Few companies doing similar work on what appears to be a rotating basis for submitting the lowest cost proposal
- Wide disparity between the winning & losing bids
- Unsuccessful bidders become subcontractors after contract award

Travel Receipts

- Receipts are incomplete & do not appear authentic
- Hotel/motel bill includes charges that do not appear consistent with the printing/writing elsewhere on the bill
- Credit card imprints on hotel/motel receipts appear flawed or incomplete

Fuel Charges

- Vehicle odometer reading or vehicle log book is inconsistent with voucher
- Driver explanation of trips is inconsistent with voucher
- Vouchers for evening and/or weekend trips are submitted for payment absent explanation & authorization

Overbilling

- Increase in billing but no increase in services or products delivered
- Copies of same invoice submitted for payment
- Invoices reflect prices for goods and/or services in excess of the contracted amount

Phantom Companies

- Name and location of company differs between receipts, vouchers, and other documents
- Company location is false

- No company official documents can be located or produced e.g.; registration, articles of incorporation, etc.

WHEN FRAUD IS SUSPECTED

PARTNER DISCLOSURES

- Disclose early; include as much information as possible, share your plan for corrective and preventive action, and participate in ongoing communication.
- TNC may notify WWF and/or GEF, authorities, or any other third party, and will analyze disclosures and determine appropriate actions, including providing disclosure to the Donor and meeting with the implementing partner, as appropriate.

ISSUES THAT SHOULD BE DISCLOSED

- Contract, Procurement, and Grant Fraud
- Bribery
- Kick backs
- Acceptance of Gratuities
- Embezzlement
- Product Substitution
- Conflicts of Interest
- Travel Fraud
- Theft or Abuse of Government Property

This list is illustrative. It is NOT ALL INCLUSIVE.

BENEFITS OF DISCLOSURES

- Enables partners to differentiate themselves from bad actors
- Helps to contain problems and limit an organization's exposure to risks
- Prevents recycling of bad actors within partner community; reduces costs & limits program disruption associated with recruitment and retention of employees
- Demonstrates a partner's commitment to compliance

REMEMBER

- Partners have to absorb the cost of fraud and other bad acts
- Ongoing communication among all involved can help to keep problems small
- Important to maintain a culture and systems that identify, resolve, and prevent problems

WHEN FRAUD IS SUSPECTED

TNC takes allegations of fraud very seriously and expects implementing partners to do the same. Individuals and organizations found to have committed fraud will be required to refund the amount of fraudulent expenditures and may be subject to criminal and civil penalties, including potential **suspension** or **debarment** from receiving funds and other legal penalties as applicable.

CAUSES FOR SUSPENSION OR DEBARMENT FROM RECEIVING US GOVERNMENT FUNDS

Improper conduct which reflects negatively on a partner's present responsibility:

- Criminal or unethical conduct indicating a lack of business integrity or honesty
- Willful violations of award terms
- History of a failure to perform
- Anything of so serious or compelling a nature

All entities suspended or debarred from receiving USG funds are added to the USG's Excluded Parties List System (EPLS), a public database.

DEFINITIONS

- **Suspension:** Entity is immediately prohibited from participating in USG-funded awards for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue.
- **Debarment:** Entity is excluded from participating in USG-funded awards for a period of 1 – 3 years.

EFFECTS OF DEBARMENT AND SUSPENSION

- Debarred or Suspended Entities cannot receive new awards either directly or through a subaward.

Proposals/offers or quotations shall not be evaluated for award either as a direct grantee or