

REPUBLIC OF TRINIDAD AND TOBAGO

THIS GRANT AGREEMENT (hereinafter referred to as “**the Agreement**” is made this _____ day of May, in the Year of Our Lord Two Thousand and Twenty between **MS JACQUELINE JOHNSON**, Permanent Secretary in the Office of the Prime Minister acting herein for and on behalf of the Government of the Republic of Trinidad and Tobago, which expression shall mean and include the officer or officers for the time being carrying out the duties of the Permanent Secretary in the said Ministry (hereinafter referred to as “**the Sponsor**”) of the One Part, and whose Office is at 13-16 St Clair Avenue, St Clair, Trinidad, West Indies, and) a Non-Profit Religious Organization, located at, Trinidad (hereinafter referred to as “**the Beneficiary**”) of the Other Part.

WHEREAS:

- A.** The Sponsor is cognisant that emergency humanitarian efforts are required to provide food and other critical supplies to the populace and has agreed to provide financial support by the provision of a grant to the Beneficiary pursuant to Government’s introduction of an Emergency Food Support Measure related to the COVID 19 pandemic by which Religious Organisations will be provided with funding to assist vulnerable persons; and
- B.** The Beneficiary agrees to comply with the terms and conditions of the grant as described herein.

In this Grant Agreement, the Sponsor and the Beneficiary are sometimes referred to individually as “the Party” and collectively as “the Parties.”

NOW THEREFORE, in consideration of the grant and other good valuable consideration, the Parties hereto agree as follows:

1. TERMS AND CONDITIONS

i. Grant Amount

The Sponsor shall provide the Beneficiary with a grant in the amount of (**\$.....00**) to be used for the purpose described in clause 1 (ii) herein (“Grant”). Grant funds may not be transferred, either partially or completely, to any other entity or person. Any earnings derived from the grant funds shall be used by the Beneficiary to support the purposes of the grant.

ii. Grant Purpose

The Beneficiary shall use the Grant only for the purposes of purchasing goods for the preparation and distribution of hampers and food support to citizens and permanent residents whose incomes have been adversely affected by COVID-19 and who are in need of emergency food supplies. Funds released by the Sponsor shall be used only for purposes for which they are provided, which is mentioned hereinabove. A proper written account shall be provided by the Beneficiary within two (2) weeks of the disbursement of funds evidencing that the sums have been expended in the manner intended.

iii. Additional Funds

No additional funds shall be released by the Sponsor in connection with the Grant Project due to COVID-19 Pandemic/Crisis under this Grant Agreement unless otherwise agreed by Cabinet.

iv. Grant Period

The grant period shall be for a term of three (3) months (hereinafter referred to as “Grant Period”) commencing on the date of signing this agreement at first instance but in any event not greater than three (3) months from the date of the Beneficiary’s receipt of the grant. The Sponsor shall complete the purposes of the Grant by the end of the Grant Period.

v. Liability

The Permanent Secretary of the Office of the Prime Minister shall not be held liable for anything arising out of the Agreement.

2. REPORTING AND RECORD KEEPING REQUIREMENTS

i. Reporting

- (a) The Beneficiary agrees to provide monthly reports on the number of persons/households who have benefitted from the food support programme and the quantum of funding expended;
- (b) The Beneficiary agrees to provide in writing a Close Out Report within one (1) month of completion/termination of the initiative and may be additionally required by the Sponsor to make a presentation on the Beneficiary’s experience, at subsequent date mutually agreeable to the parties;
- (c) The Beneficiary shall submit to the Sponsor any reports on the provision of hampers and food support which are being made available to citizens and permanent residents whose incomes have been adversely affected by COVID-19 Pandemic/Crisis or such other report that may reasonably be requested in connection with the performance or the progress of the provision of those services;
- (d) Reports shall be delivered electronically to the Permanent Secretary and to her authorised representative as duly notified to the Beneficiary in writing; and
- (e) The Beneficiary shall respond to any issues that may arise in a timely manner and will treat with diplomacy and with urgency.

ii. Record Keeping

The Beneficiary shall:

- (a) Maintain basic demographic information on persons who access the food support;
- (b) Maintain financial and other records that specially show the use of the Grant exclusively for the purposes of the Grant. The Beneficiary shall maintain such records at least three (3) years after the end of the Grant Period. The Sponsor shall have the right, upon reasonable notice, to conduct on-site visits and to audit the Beneficiary’s records relating to the expenditure of the Grant at any time up to three (3) years after the end of the Grant Period.
- (c) Utilise disbursed funds in accordance with the intent and purpose of the Grant;
- (d) Provide all invoices, bills and receipts for all monies expended;
- (e) Have on record a copy of monthly Financial Reports to be submitted, via email, to the Sponsor; and
- (f) Allow the review of accounting records by the office of the Audit Unit of the Sponsor or the Auditor General’s Department at any time necessary.

3. RETURN OF GRANT FUNDS TO SPONSOR

i. End of Grant Period

The Beneficiary shall return all Grant funds that have not been expended under the Grant for purposes intended within fifteen (15) days after the end of the Grant Period.

ii. Failure to Comply to this Agreement

- (a) If the Beneficiary fails to satisfy any of the terms and conditions in accordance with the Agreement, the Sponsor and/or its agents may give notice to the Beneficiary requiring him to make good such failure and remedy same within a specified reasonable time; and
- (b) In the event the Sponsor determines that the Beneficiary has failed to comply with the terms and conditions of the Agreement or if the Beneficiary's tax-exempt status is revoked by the Ministry of Finance (hereinafter referred to as "Default"), the Beneficiary, upon receipt of written notice from Sponsor of said Default, shall immediately return all unexpended Grant funds as of the date of the Default, to the Sponsor and the Sponsor may pursue any other legal remedies available to it to terminate this Agreement and to recover such unexpended Grant funds.

4. MISCELLANEOUS

i. Force Majeure Definitions

(a) For the purpose of this Agreement "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquakes, fires, explosions, storms, floods or other adverse weather conditions, strikes, lockouts, or other industrial action (except where such strikes, lockouts or other industrial action are within the powers of the Party invoking Force Majeure to prevent),

(a) Force Majeure shall not include: -

- (i) Any event which is caused by the negligence or intentional action of a Party its agents representatives or employees nor;
- (ii) Any event which a diligent Party could reasonably have been expected to both take into account at the time of the execution of this Grant Agreement and could have avoided or overcome in the carrying out of its obligations herein ;
- (iii) Insufficiency of funds or failure to make any payment required hereunder.

No Breach of Agreement

(b) The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under this Grant Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Grant Agreement.

ii. Oral and Written Communication

- (a) The Beneficiary consents to the announcement of the Grant by the Sponsor on its website, in press release, publications, audio and video recordings, advertisements, social media posts, and all other forms of internal and external communications (hereinafter referred to as "Communications") ;
- (b) The Beneficiary shall recognize the Grant, when appropriate, in any Communications produced regarding the Grant programme by including the following statement: "Funding for this organisation was provided by the Office of the Prime Minister; and
- (c) The Beneficiary shall include or announce, as appropriate, the following disclaimer in communications regarding the Grant programme: "*The views*

expressed herein do not necessarily represent those of the Office of the Prime Minister”.

iii. Amendment/Modification

Modification of the terms and conditions of this Agreement may only be made by written agreement between the Parties. This Agreement shall be incapable of variations otherwise than in writing signed by or on behalf of both the Sponsor and the Beneficiary.

iv. Indemnification

The Beneficiary agrees to indemnify and hold the Sponsor harmless from and against claims, damages, losses and expenses (including, but not limited to, reasonable attorney fees), attributable to bodily injury, sickness, disease and death, destruction of tangible property or any other claims, damages, losses and expenses caused by:-

- a) the provision of Grant funds by Sponsor to Beneficiary or the non-provision of Grant funds;
- b) the negligent or willful acts or omissions of the Beneficiary or Beneficiary’s employees, subcontractors or volunteers; or
- c) the Beneficiary’s breach of this Agreement.

v. Fairness Good Faith and Dispute Resolution

The Parties undertake to act in good faith with respect to each other’s rights under this Grant Agreement and to adopt all reasonable measures to resolve disputes amicably to ensure the realization of the objectives of this Agreement. Disputes arising out of the interpretation, implementation and/or application of this Agreement shall be settled through discussions and/or consultations between the Parties. Alternatively, if amicable discussions fail either Party may submit any dispute to the process of mediation by the Dispute Resolution Centre.

vi. Law Governing Agreement

The respective rights, privileges, duties and obligations of the Parties under this Agreement shall be determined in accordance with the Laws of the Republic of Trinidad and Tobago.

vii. Notices

Any notice, request or consent, required or permitted to be given or made, pursuant to this Agreement, shall be in writing. Any such notice, request or consent, shall be deemed to have been given or made when delivered by e-mail to an authorized representative of the Party to whom the communication is addressed, and acknowledged by return e-mail.

Such notices shall thereafter and within 48 hours be sent by registered mail, telex, telegram or facsimile transmission and confirmed by registered post which it is required to be given at the following address: -

For the Sponsor

Ms. Jacqueline Johnson

Permanent Secretary, in the

Office of the Prime Minister

13-15 St Clair Avenue

St Clair

Trinidad, West Indies

Tel: (868) 622-11625 ext 4350

Email: Jacqueline.johnson@gov.tt

For the Beneficiary

Authorized Representative Name	
Position	
Name of Religious Organisation	
Address	
Tel: (868)	
Mobile: (868)	
Fax:	
Email:	

viii. Authorized Representatives

Any action required or permitted to be taken, any document required or permitted to be executed under this Agreement, may be taken or executed:-

- (i) on behalf of the Government, by Ms Jacqueline Johnson, the Permanent Secretary in the Office of the Prime Minister; and
- (ii) on behalf of the Beneficiary, by....., as its designated representative.

IN WITNESS WHEREOF the Sponsor and the Beneficiary have hereunto set their hands the date and year first hereinabove written.

SIGNED AND DELIVERED by the within-named
 Jacqueline Johnson
 Permanent Secretary
 for on behalf of Office of the Prime Minister
 in the presence of: }

SIGNED AND DELIVERED by the within-named
 for and on behalf of
 in the presence of: }