

**EMERGENCY GRANT AGREEMENT
(Agreement)**

ENTERED INTO BY AND BETWEEN

Community Conservation Fund of Namibia
(herein after referred to as the Grantor)

AND

.....

Conservancy

Jointly hereinafter referred to as "the **Parties**"

BACKGROUND

On the 5th May 2020 the Ministry of Environment Forestry and Tourism (MEFT) launched the Conservation Relief, Recovery and Resilience Facility- COVID-19 (Facility). The Facility aims at providing financial relief to CBNRM institutions affected by COVID-19. A Task Team has been appointed by the MEFT to mobilize resources for the Facility and ensure its coordination in fund raising and dispersal.

The objective of the Facility is to ensure the continuation of anti-poaching activities, monitoring and management of wildlife and other natural resources, and the mitigation of human wildlife conflict, thereby facilitating medium to long-term recovery and resilience measures for the CBNRM entities to safeguard the environmental and secure their tourism and other natural resource-based enterprises that pays for conservation costs and generates livelihood benefits.

The criteria for selection of CBNRM institutions are those that are mostly affected by the COVID-19 pandemic. Priorities will be targeted towards conservancies to secure high value, endangered and problematic species and thereby fitting the description of providing essential services.

Therefore, the **Parties** have agreed to conclude an Emergency Grant Agreement (Agreement), which articulates the terms and conditions that will govern their relationship.

1 UNDERTAKING BY THE PARTIES

1.1 The Grantor hereby undertakes to include the Conservancy as part of the Facility and is subject to Grant allocation agreed upon with the MEFT and the Task Team of the Facility and is further subject to any limitations in the legal framework within which Grantor operates.

1.2 The Conservancy herewith accepts the inclusion noted in paragraph 1.1 and agrees to co-operate in good faith with the Grantor, the MEFT and the Task Force members of the Facility, for the duration of the Conservation Relief, Recovery, and Resilience Facility.



- 1.3 Subject to the terms of this Agreement the Grantor shall make available to the Conservancy a Grant Amount (Grant) as defined under **Annex 1** of this Agreement.
- 1.4 The Grant shall be used to carry out Allowable Cost and Activities prescribed under **Section 2** of this Agreement.
- 1.5 The Grant Period shall be initially for three months and shall have a Start Date and Expiry Date as defined under **Annex 1** of this Agreement.
- 1.6 It shall be to the discretion of the Grantor whether this Agreement can be extended for a further period.
- 1.7 The Conservancy shall submit reports as prescribed in Reporting Requirements under **Section 3** of this Agreement.

2. ALLOWABLE COSTS AND ACTIVITIES

- 2.1 The allowable costs are those that have been approved by the Conservancy members in the Conservancy Annual Budget that was presented at the last AGM, and
- 2.2 the Conservancy shall priorities these costs in a Grant Budget using the template under **Annex 2** of this Agreement. Any other costs must have prior written agreement of the Grantor.
- 2.3 The focus of the Grant shall be on wildlife management, anti-poaching activities, mitigation of human wildlife conflict, securing the tourism and other wildlife-based enterprises and ensuring compliance to government regulations.

3. REPORTING REQUIREMENTS

- 3.1 Subject to other conditions and requirements under **Annex 1**, the Conservancy shall submit to the Grantor:
 - 3.1.1 A Grant Budget as per **Annex 2** that prioritises three months costs within one month of receiving the Grant.
 - 3.1.2 Then Conservancy Annual Budget as approved at the AGM within one month of receiving the Grant.
 - 3.1.3 A Financial Report for the Grant Period on the expenditure of the Grant within one month after the Expiry Date.
 - 3.1.4 Copies of the bank statements for the Income Account and the Operating Account that covers the Grant Period of the Conservancy within one month after the Expiry Date.
 - 3.1.5 A Narrative Report for the Grant Period within one month after the Expiry Date. The Narrative Report shall describe the activities undertaken during the duration of the Grant with specific emphasis on those activities relating to the costs covered by the Grant. Each activity such as wildlife monitoring, anti-poaching activities, human wildlife conflict, committee meetings and conservancy administration shall have a paragraph in the report.
- 3.2 Subject to other conditions and requirements under **Annex 1**, the Conservancy shall keep all the invoices and supporting documents relating to the Grant for inspection by the Grantor or any partner or agent of the Grantor. Missing invoices and supporting documents shall result in suspension of all further financial support and investigation for mismanagement.



4. EXTENTION, SUSPENSION AND TERMINATION.

4.1 The Facility recognizes that the financial impact on the conservancies by the COVID-19 pandemic will be longer than the three months. Therefore, the Conservancy will be requested to fill out a Grant Extension Request using the template provided under **Annex 2** before the Expiry Date as otherwise agreed upon with the Grantor. Appropriate arrangements could then be made to continue with the financial support under the Facility.

4.2 All support from the Facility shall be suspended and a revised grant agreement shall not be renewed should any of the following events occur and for as long as it remains unresolved:

4.2.1 The Conservancy fails to perform their obligations under this Agreement, including the conditions under the Allowable Costs and Reporting Requirement.

4.2.2 The Conservancy fails to comply to the written notification from MEFT on non-compliance of the Standard Operating Producers under Section 7 of the Guidelines for Management of the Conservancies and Standard Operating Procedures.

4.3 In the event of any mismanagement of the Grant, the Grantor or any other third party may lay criminal charges against the Chairperson and individuals involved in the management of the Grant.

5. EXECUTION

The undersigned **Parties** hereby agree to the terms and conditions set out above:

5.1 For Grantor

Signature:
Name:
Witness
Date:

5.2 For the Conservancy:

Signature:
Name:
Witness
Date:

5.3 For the MEFT

Signature:
Name:
Date:

The MEFT acknowledges the disbursement of the Grant as contributing to the Conservation Relief, Recovery and Resilience Facility



Annex 1. GRANT INFORMATION

(to be filled in by the Conservancy and submitted with covering letter)

Conservancy name:		
Name of Chairperson that signs and takes responsibility for the oversight of the Grant	Name:	Cell Phone Number:
Name of Staff that takes responsibility for administrating the Grant	Name:	Cell Phone Number:
Postal address:		
Email address:		
Grant Amount: <i>(to be filled out by the Grantor)</i>		
Grant Period: Include Start Date and Expiry Date <i>(to be filled out by the Grantor)</i>		
Account Details (Income Account) Bank Name: Bank Code: Account Name: Account Number:		
Special Grant Provisions (in addition to the ones in the Contract) <i>(to be filled out by the Grantor)</i>		
Request Date:		



Annex 2 GRANT BUDGET TEMPLATE

Grant Budget				
Conservancy:.....				
Period		Date Submitted:		
No:	Description	Quantity	Purpose	Estimated Amount N\$
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
			Total N\$	
Comments:				
Prepared by	Name:	Signature:		Date:
Checked by	Name:	Signature:		Date:
Authorised by	Name:	Signature:		Date:



Annex 3. GRANT EXTENSION REQUEST

(to be filled in by the Conservancy and submitted with covering letter)

Conservancy:	
Changes in Information. (If no changes then N/A)	
Additional Grant Amount <i>(to be filled out by the Grantor)</i>	
Has the Conservancy submitted an Invoice for the Additional Grant Amount?	<p>YES <input type="checkbox"/> <input type="checkbox"/></p>
Confirmation that all the condition of the original Grant Agreement has been met.	<p>NO <input type="checkbox"/> <input type="checkbox"/> YES</p> <p>If NO then why:.....</p> <p>.....</p>
Revised Total Grant Amount: <i>(to be filled out by the Grantor)</i>	
Revised Grant Period: <i>(to be filled out by the Grantor)</i>	
Account Details: (If no changes to original	



Annexure C

information then N/A)		
Conservancy Chairperson Name and Signature:		
Request Date:		

