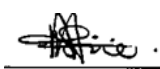




TradeMark East Africa

Grants Management Manual

Control Version	1.0
Published	April 2022
SLT Ownership	Chief of Programmes
Signed	 _____

Approved by the Board of Directors on
22nd March 2022

A. Definitions

1. In this manual, the terms and abbreviations given in the following table shall have the meaning ascribed to them as follows:

Abbreviation	Meaning
AFRC	Audit, Finance & Risk Committee of the Board of Directors
Articles	The Articles of Association of TMEA for the time being
Board	The Board of Directors of TMEA as provided for in the Articles
CEO	Appointed Chief Executive Officer of TradeMark East Africa
CFP	Call for Proposals
Constitution	The TMEA Constitution as approved by the Council
Contribution Agreement	Any Contribution Agreement, Grant Agreement, Memorandum of Understanding or similar, pursuant to which a person or entity funds, or commits to fund, TMEA
COP	Chief of Programmes
Competitive Grant	The grantees are selected by an evaluation panel following the submission of proposals.
Country Director	Country Director or Country Representative of TMEA for one of its countries of operation
CQA	Countersigning Quality Assuror
CRD	Corporate Resources Director
CSO	Civil Society Organisation
DAA	Director of Audit & Assurance
DCA	Delivery Capability Assessment
Donor	Any donor providing funding to TMEA in accordance with the TMEA Constitution
DRC	Democratic Republic of Congo
DR&C	Director of Risk & Compliance
EAC	East African Community
Employee	Any person who holds a current contract of employment with TMEA regardless of its length
EV	Expenditure Verification
GM	Grants Manual
HHR	Head of Human Resources
HOF	Head of Finance
HOP	Head of Procurement
HHR	Head of Human Resources
IFRS	International Financial Reporting Standard
IRG	Incident Response Group
NOC	National Oversight Committee
NGO	Non-Governmental Organisation
PAR	Project Appraisal Report
PCR	Project Completion Report
PD	Portfolio Director
PL	Project Leader
PPM	Procurement Procedures Manual

Abbreviation	Meaning
Programme	A group of related projects managed in a coordinated manner to obtain synergies, benefits and control not available from managing the projects individually
Project	A series of coherent activities aimed at bringing about clearly specified objectives within a defined time period with a defined budget
PRG	Project Review Group
PSO	Public Sector Organisation
SD	Senior Director
SLT	Senior Leadership Team of TMEA
Strategic Partner	As defined by Regulation 6.
TC	Tender Committee of TMEA
TMEA	TradeMark East Africa

B. Preamble

1. The Grants Manual (GM) is subordinate to the TMEA Regulations and supports their practical implementation. Throughout this document and where relevant, the TMEA Regulations are shown in the box within each section.
2. The purpose of the GM is to set out processes, procedures and guidelines in the planning, award, management and closeout of grants. It provides a detailed approach to grants management and should be utilised in conjunction with existing applicable TMEA policies including (but not limited to):
 - TMEA Regulations
 - Procurement Procedures Manual (PPM)
 - Finance Manual
 - PCM Guidelines
 - Fraud prevention policy
3. Where a grantee is selected or appointed by competition, section L of the Procurement Procedures Manual (PPM) applies.
4. The GM applies to all grant making activity, including grantee identification, selection, approval, awarding, managing, paying, and closing out of the awarded grant.
5. The term 'grant' is a financial instrument that TMEA uses, and types of grant include financial aid, flexible and repayment catalytic grants or subsidies, traditional grants on a non-returnable basis, matched or repayment grants, and returnable grants.
6. The term 'grantee' includes any public, PSO/CSO, for-profit, private sector entities as permitted by the TMEA Regulations.
7. The GM is designed to be used by all TMEA staff who, in their day-to-day role, are responsible for programmes and projects and who award grants to grantees and manage grantee deliverables. Furthermore, grantees who receive support from TMEA should also familiarise themselves with the document.
8. The GM is a controlled document that may be varied from time to time by Management. The CRD is responsible for ensuring awareness, understanding, adoption and compliance with the GM and in collaboration with the Director, Business Competitiveness who is ultimately responsible for ensuring this GM is updated and communicated.
9. TMEA will not tolerate fraud, bribery, bullying, harassment, or corruption. At all times, in all dealings with grantees, the interests of TMEA shall remain paramount, and that personal or family gain, conflicts of interest or the perception thereof, shall not be tolerated.

10. To demonstrate proper fiduciary responsibility is exercised in practice, the Project Leader (PL) shall ensure accurate records are kept at all stages during grant award and management and throughout the life of the grant, in line with the document retention requirements as set out in the Administration Policies and Procedures Manual.

C. Introduction

1. TradeMark East Africa (TMEA) may use the award of a grant(s) where a grant is determined to be the most appropriate modality to achieve programmatic results.
2. The grant award and grant management processes will be efficient, flexible, and transparent, permitting TMEA to direct a greater focus on economic development in the region, by improving impact and results of projects and programmes in countries of operation.
3. The PL shall plan and budget for grant activities as part of the normal business planning process including business case and budget approval.
4. All PARs, whether implemented by a Strategic Partner or implemented by a partner sought competitively, must be approved in accordance with Regulations B8 to B10 of the TMEA Regulations.

Use of grants

1. TMEA may award grants to other institutions where this is determined to be the most effective way of implementing projects which form part of the entire TMEA programme and where this can be done without taking unreasonable fiduciary risks.
2. Where TMEA awards a grant, it shall in all cases be governed by a signed Grant Agreement which sets out what is to be achieved by the grant and how its implementation will be managed by the designated PL.

Approval to award a grant

3. The proposal to implement a project, in part or in whole, through the award of a grant shall be specified and explained in the relevant PAR.
4. All grants shall be awarded competitively except in the case of grants to Strategic Partners who may be awarded a grant or grants non-competitively.
5. The PAR shall specify the value of any grant(s), the expected duration, the intended outcomes, and whether a grant is to be awarded non-competitively to a Strategic Partner.

D. Grantee Selection without Competition

Strategic Partner

6. An organisation which meets one or more of the following criteria may be designated as a “Strategic Partner”:
 - a) A regional or national apex organisation which is registered in Eastern Africa as a “not for profit” organisation;
 - b) An organisation which is officially mandated as an essential partner of a national government of a Partner State or of EAC; or
 - c) A unique organisation which is essential to delivering TMEA’s Theory of Change and for which there are no viable alternatives.
 7. Where a PAR includes the non-competitive award of a grant to a Strategic Partner, the PAR shall contain an explanation for the selection of the organisation, a justification for the designation of the organisation as a Strategic Partner (including against the above criteria), and an explanation of how value for money will be secured (including expenditure on monitoring and evaluation, and administration) at the appointment stage and during the life of the grant.
 8. PARs shall be approved in accordance with Regulations B8 to B10. However, all PARs which involve the designation of an organisation as a Strategic Partner and the non-competitive award of a grant to that organisation must be approved by the Board, regardless of the value of the PAR.
1. Grants in TMEA may be made competitively or may be awarded directly to a Strategic Partner in adherence to Regulations 6-7-8 above.
 2. For Regulation 7 above, the PAR shall be developed by the Strategic Objective Leader (SOL) with input from other necessary technical leads before being submitted to PRG for consideration. The PAR shall specify the deliverables expected, the value of the programme under which the grant(s) will fall, the expected duration and detailed programme timeline as well as the intended outcomes or results expected. See the PAR development and approval process detailed separately in the Programme and Project Cycle Management (PCM) Guidelines.
 3. PARs that involve the designation of an organisation as a Strategic Partner and the non-competitive award of a grant to that organisation must be approved by the Board, regardless of the value of the PAR.

4. Following the approval of the PAR, the PL will commission a Delivery Capability Assessment (DCA) as outlined in Section F of this Grants Manual. The DCA report shall be reviewed and approved by the PL and the D-R&C.
5. In case of an amendment to the PAR is required, the PL must use the appropriate templates and guidelines under the PCM guidelines to amend the PAR and submit the same for approval to PRG as defined in the TMEA Regulations.

E. Grantee Selection via Competition

Competitive award of grants

9. When a grant is awarded competitively, Procurement Regulations (Section D of these Regulations) shall apply.
 1. Where a grant is awarded competitively section L of the PPM applies. In addition the following steps shall be followed in issuing competitively sourced grants:
 2. The PL shall prepare the Call for Proposal (CFP) and the evaluation criteria, that the Technical Director shall approve, prior to issue to the market.
 3. The PL shall prepare a grant requisition in the system and once it is fully approved, the grant requisition number forms the CFP number which is then used to commence the procurement/tender process.
 4. The Head of Procurement (HoP) shall review and approve the CFP and confirm that all required documentation is in order, and shall facilitate the advertising in different media platforms on the TMEA website and other defined channels as outlined in the PPM and the TMEA Regulations.
 5. Clarification request/s regarding the CFP from the prospective grantees must be submitted before the CFP deadline and in accordance with the CFP instruction/s. Technical clarification(s) shall be forwarded to the PL for feedback. All queries and responses must be available to all prospective bidders to enhance the quality of submissions in line with the CFP instructions.
 6. After the deadline, the HoP will prepare a list of all responsive bidders.
 7. The PL shall constitute the evaluation panel (preferably representatives from the following teams: technical advisor to the project, results team representative and the PL) and advise the procurement team accordingly. Once this team has been constituted, they shall evaluate the proposals and produce a signed evaluation report. All members of the

evalutaion team shall sign the Conflict of Interest and Confidentiality forms, before evaluation begins.

8. An evaluation report shall be issued and signed by the evaluation panel and approved by Tender Committee (TC) or HoP in line with TMEA Regulations and PPM.
9. Once the outcome is approved, in line with the approval thresholds, as outlined in the PPM and TMEA Regulations, the PL must arrange for a DCA whose findings shall be reviewed and approved by DR&C. This will follow the parameters outlined in Sections F (1) of this Grants Manual.
10. The HoP shall communicate the grant award decision to the successful grantee as soon as possible after the award decision.
11. The HoP shall provide the unsucessfull grantee(s) feedback on the outcome of their grant proposals, which will include grant process observations.
12. Immediately following the communication of the grant award decision to the prospective grantee, the Grant Agreement (GA) may be signed.

F. Delivery Capability Assessment (DCA)

Delivery Capability Assessment

10. A Delivery Capability Assessment (DCA) of a potential grantee (whether awarded competitively or non-competitively) shall be commissioned by the PL before the award of any grant.
 11. Subsequent DCAs shall be conducted every two years from the date of the original DCA.
 12. The objective of the DCA shall be to ensure that TMEA awards grants to credible organisations that have robust controls grounded on acceptable financial and administrative policies, procedures, and practices, and have project delivery capability. The DCA shall also seek to verify that the partner is compliant with TMEA's Organised Crime and Anti-Terrorism Policies.
 13. The form, content, and scope of DCAs shall be determined by HOP, in consultation with the Project Leader and Portfolio Director, subject to the no objection of the CRD.
 14. Where any grantee or potential grantee is awarded other than the top grade in a DCA, the PL shall secure the approval of SLT to proceed with the award of the grant by justifying the award including through the implementation of an agreed action plan to address the weaknesses identified in the DCA. In giving its approval SLT may impose any conditions it thinks fit.
 15. For United Nations and World Bank organisations, a DCA is not required.
 16. A DCA is not required where all three of the following conditions are met:
 - a. The entity is a government Ministry, Department or Agency (MDA);
 - b. No TMEA funds are passed to the MDA; and
 - c. The PL confirms that, based on past experience, the MDA is able to deliver the proposed project.
 17. A DCA of a potential grantee is not required where, at the time the grant agreement is to be signed, one of TMEA's donors provides direct financial support to that entity following an assessment of fiduciary risk commissioned by that donor in compliance with its own internal procedures. This is subject to the CRD being satisfied that the donor-commissioned assessment fulfills the requirements which would otherwise be fulfilled by TMEA's DCA based on a review of the report of the assessment.
-
1. Prior to providing funding, it is imperative that TMEA carries out a qualitative assessment of the potential grantee's key financial and administrative policies, procedures and practices. This assessment is referred to as the Delivery Capability Assessment (DCA) and extends to governance, financial, administrative, programmes, safeguarding, risk management, human

resource management, legal, ownership of the grantee and statutory compliances. TMEA shall assess absorptive capabilities, as well as reputational and fiduciary risks.

2. After the approval of the Grantee, either via the Board/PRG in the case of a Strategic Partner, or Tender Committee in the case of a competitively sourced Grantee, the PL shall arrange for a DCA to be undertaken.
3. A DCA is a mandatory requirement *for all grantees* unless otherwise exempted under Regulation 16 or Regulation 17 above.
4. The DCA shall be conducted using a set evaluation criteria that takes into account TMEA's risk appetite.
5. At the same time as the DCA, the selected grantee will be subject to the TMEA standard CSI, anti money laundering checks , anti-terrorism and Politically Exposed Person (PEP) checks.
6. Where there are sub-grantees, each sub-grantee shall be subject to the same DCA check and same other standard checks as the main grantee.

Commissioning a DCA

7. The DCA shall be called-off or commissioned from the Framework Agreement or a specific contract established for the purpose.
8. The PL shall liaise with the grantee and DCA auditor to co-ordinate the conduct of the DCA in a satisfactory timescale.
9. Prior to commencing the DCA, the budget, disbursement schedule, work plan, mobilisation plan, risk mitigation plan and M&E plan must be prepared against the project code and uploaded on TRIMS.

Interpreting the DCA Report

10. Grantees who attain the top score, will be considered approved, and will proceed and the PL shall initiate the process of preparation of a GA by submitting the necessary project documents to the procurement team for them to develop the draft GA for consideration by the grantee.

Risk Mitigation Plan

11. For a grantee or potential grantee with a grade **other than** top grade in the DCA, the PL shall develop with the grantee a DCA risk-mitigation plan to address the weaknesses and risks identified in the DCA report, for approval by COP prior to awarding the grant.
12. The DCA risk-mitigation plan shall be reviewed and approved by DoR&C prior to submission to COP for approval.
13. Upon COP's approval of the DCA risk-mitigation plan, the PL may progress the grant agreement for signature.
14. If COP does not approve, the PL has the option to develop a Partner Support Agreement or terminate the process. This termination process is detailed separately in the PCM guidelines or the PPM depending on whether the Grant is competitive or not.

Grants Award Process

15. All approved Grants, including those with approved risk mitigation plans, shall proceed to the grants award stage.
16. The PL shall arrange with the Grantee, a pre-grant meeting, to sign-off the actions in the Risk Mitigation Plan (if applicable) and agree any final grant agreement matters. The meeting shall be minuted and the minutes shall be signed.
17. To establish payment to a Grantee, the PL shall initiate the payment process on TRIMS with all necessary details including Grantee's proposal, budget, DCA report, pre-grant meeting signed minutes. The TRIMS request shall be approved by the Portfolio Director in accordance with TRIMS workflow.
18. Following approval by the Portfolio Director, the PL will upload a Purchase Order (PO). Upon approval, the GA shall be prepared and readied for signature.
19. The GA shall be signed by both parties (TMEA and the grantee). Any disbursement terms shall be stipulated in the GA and must be adhered to during the grant life cycle.
20. Any potential risks or issues identified during the delivery capability assessment and/or on the risk mitigation plan must be recorded in the GA as a condition of award.
21. Where there are multiple individual grantees (not sub-grantees), each grantee shall sign a separate GA with TMEA outlining the budgets and funds to be disbursed to each grantee as per joint work plan.

G. Implementation of the Grant

Grant Inception Meeting

1. A grant inception meeting will be held for every grant with each grantee, which may be held via video/ teleconference, led by the PL to explain the requirements of the GA and implementation modalities, including results-based project management, reporting and data collection requirements, governance arrangements, and arrangements for site visits/monitoring activities, including to clarify any outstanding matters, agree how the grant will work in practice and to sign-off the grant documentation. Any training required will be facilitated by teams drawn from different units within TMEA and the grantee.
2. The PL and the grantee shall establish a steering committee to manage the progress of the grant. Where there are multiple grantees, the steering committee shall comprise of representatives from all parties.
3. The grant inception meeting shall take place within two weeks of grant agreement signing.
4. A report of the meeting, including agreed actions, shall be prepared by the grantee and the PL and signed off by the grantee and the PL. The PL shall follow-up on agreed actions.

Grant Documentation

5. Every grant shall use the specified grant documentation to manage the grant. The grant documentation includes but is not limited to, the monitoring plan, workplan and budget, risk mitigation plan, safeguards plans, site visit plan and the risk and compliance checklist. The grant documentation shall be developed by the PL and shall be proportionate to the risk and value of the grant.

Grantee Training and Site Visit

Grantee Training and Site Visits

27. Prior to the signing of any grant, the PL shall convene a meeting with the grantee to explain the requirements of the Grant Agreement and implementation modalities, including reporting requirements, governance arrangements, and arrangements for site visits. A report of the meeting shall be prepared by the PL and signed off by the grantee and the PL before the Grant Agreement is signed.
28. The PL shall visit the grantee at the project site at least every six months during the grant period. The visit shall be documented using the report template developed by the Senior Director, Business Competitiveness.

6. The PL shall arrange for the grantee, and the grantee for the PL, any training that is deemed necessary for the successful delivery of the grant.

7. On an annual basis, the PL shall prepare a site visit plan outlining the proposed dates and agenda for each site visit throughout the grant period. Composition of the site visit team will be determined and set out in the plan. After each site visit, the PL shall provide written feedback to the grantee on the findings of the site visit using the template referred to in Regulation 28.

H. Payments

Payments

18. No funds shall be released until a signed, original copy of the Grant Agreement under which support is to be provided has been received by TMEA.
 19. Funds shall only be released to a separate bank account which is exclusively for TMEA funds.
 20. The PL shall be responsible for processing all disbursement requests under the Grant Agreement. In entering a request for payment onto Navision, the PL is confirming that he/she is satisfied that the grantee has complied with all requirements of the Grant Agreement, in particular that:
 - a. The request is consistent with the disbursement schedule and grant budget;
 - b. All funds which have been previously disbursed (if any) have been fully accounted for to the satisfaction of TMEA;
 - c. Reporting requirements have been met;
 - d. The HOF has been consulted on any annual financial statements and auditor's management letter and has confirmed that there are no significant issues raised which are of concern; and
 - e. The grantee's performance is satisfactory, and any areas of poor performance have been discussed with the grantee and addressed satisfactorily.
 21. In cases where the PL concludes that a disbursement request should not be approved because either some requirements of the Grant Agreement have not been complied with or the grantee's performance is unsatisfactory, the PL shall consult the PD and the Senior Director, Business Competitiveness. If a disbursement request is rejected, the grantee submitting the request shall be notified immediately.
-
1. Once the GA is fully signed, the grantee shall submit an agreed work plan and invoice for disbursement of the funds. The PL shall follow the steps in TRIMS to initiate the payment.
 2. No payments may be made directly to the grantee until the GA under which support is provided has been signed by the recipient, a copy received by TMEA, and grantee confirming that a separate account for TMEA funds has been opened.
 3. The maximum period of advanced funding will be 6 months.

4. The PL shall be responsible for approving all payment requests for disbursements under grant agreements.
5. The PL shall review the payment request against the relevant GA, confirming that all necessary conditions have been met prior to payment. The conditions include but are not limited to:
 - i) Is the disbursement requested consistent with the disbursement schedule, budget lines and overall value of the grant?
 - ii) Have funds provided in previous periods been satisfactorily accounted for? All funds should be accounted for satisfactorily within 30 days of the end of the period for which they were provided except that a balance equivalent to one months expenditure will be permitted.
 - iii) Has the grant recipient provided satisfactory evidence of use of or intended use of grant funds consistent with the agreement?
 - iv) Have the data collection reporting requirements been met in terms of agreed milestones (financial reporting including annual audits and performance reporting)?
 - v) Are the procurement arrangements satisfactory for any proposed procurement under the grant?
 - vi) Has the request been certified correctly?
 - vii) Is the disbursement consistent with any other conditions specified in the grant agreement?
 - viii) Are there other reasons known which might impede the effectiveness of the implementation of the project against which the claim is made?
6. Following confirmation from the PL that they are satisfied that the above requirements, as a minimum, have been met, the claim will be processed for payment.
7. If the PL is unable to confirm these conditions have been met, he/she shall consult the Portfolio Director and COP and the grantee making the payment claim will be notified immediately (no later than seven days from receipt of the claim). The notification to the grantee will state the reasons for the non-payment of the claim. The COP shall also be informed of any outstanding but invalid claims received.
8. Where resolution of the non-payment is expected to require remedial work, a course of action and timetable will be agreed upon with the grantee.
9. If the basis for non-payment relates to a violation of a condition of the grant agreement which would lead to termination of the grant, the COP shall, with the Portfolio Director, consult the CEO and agree on the course of action to take.
10. The PL shall determine subsequent disbursements based on narrative reports, financial reports, and any other supporting information from the previous accounting period.
11. All subsequent disbursements shall be dependent on full accounting for previous disbursements.

I. Expenditure Verifications

Expenditure Verifications

22. The PL shall commission an Expenditure Verification (EV) for each grant at least every six months, or annually where a grantee has achieved the top grade in the most recent DCA.
23. The EV shall include an audit of all funds advanced to the grantee including confirming the existence of proper accounting records, valid supporting vouchers and project assets, and independent confirmation of the progress reported on the project.
24. DR&C shall put in place arrangements to ensure that EVs are completed in a timely manner and that mitigation plans are in place to address weaknesses identified by EVs.
25. In cases where a grantee scores below the top score in an EV, a mitigation plan shall be developed by the PL and the grantee to address weaknesses identified and the plan shall be approved by SLT.
26. A grantee scoring below the top score on consecutive EVs shall have its grant immediately terminated and any unspent and/or unaccounted for funds returned to TMEA.

1. The EV shall be commissioned from the Framework Agreement or a specific contract established for the purpose.
2. The PL shall commission an EV for each grant at least every six months, or annually where a grantee has achieved the top score in the most recent DCA.
3. The PL shall liaise with the grantee and EV auditor to co-ordinate the conduct of the EV in a satisfactory timescale.
4. The EV auditor will be required to carry out 100% verification of all payments under the grant.
5. Any EV action/remediation plan that is required shall be developed under the guidance of the PL and will be reviewed by the DoR&C, to ensure it adequately addresses the findings raised in the EV report.
6. A grantee who is rated high risk in two consecutive EVs will result in suspension of the grant agreement which may lead to termination.

J. Grants Management

1. Grant Management is the action of pro-actively working with the grantee to ensure that the conditions contained in the GA are met throughout the life of the grant.
2. Grantees are obliged by the GA to deliver the deliverables and/or outcomes at the expected standard of quality, performance, E&SP and SIT outcomes, and price.

3. Failure to manage the grant properly may lead to poor standards of work, budget overruns, project delays, poor results, failure to achieve E&SP and SIT outcomes and/or failure to achieve value for money.
4. Every grant shall be managed by the PL who shall have a detailed knowledge of the grant.
5. For each grant, the PL shall determine the appropriate level of grant management that shall be undertaken, based on the risk and value of the particular grant, meeting at least the minimum requirements stated in this GM and the PCM Guidelines.
6. Disbursements to the grantee shall be made promptly, in accordance with Section H of this GM based on inputs, outputs, deliverables or achievement of results and based on the agreed payment schedule in line with the GA disbursement schedule.
7. On an annual basis, the R&C designated Compliance Officer will be responsible for the review of the grantee's auditor's opinion from the audited financial statements to evaluate the grantee's financial stability. Where it is considered in the opinion of the Compliance Officer that the grantee's financial stability is in doubt, an assessment to suspend or terminate the grant or freeze of disbursements would be done and necessary action taken to protect TMEA funds.
8. The grantee is required to submit audited financial statements and management letter to TMEA within 6 months following the end of the grantee's accounting period.

Quarterly Steering Committee Meeting

9. The PL, grantee and steering committee shall discuss project progress, budget, stakeholders, grantee performance, partner satisfaction, results, issues and their resolution and next steps and may use any performance data to support the discussion and to track progress and the meeting shall be documented.
10. On a quarterly basis, the grantee must submit all necessary reports against progress and spend and shall submit a workplan outlining the activities to be undertaken in the coming quarter.

Six-Monthly Strategic Meeting

11. For each grant with a value of \$250,000 or more, and which has a life of more than twelve months the PL shall ensure that a six-monthly strategic meeting is undertaken, in addition to the quarterly steering meeting.
12. The PL shall include senior TMEA colleagues as appropriate and the grantee shall include senior staff, as appropriate.
13. The PL, grantee and steering committee shall discuss the overall direction, project progress, budget, stakeholders, supplier performance, partner satisfaction, results, issues and their resolution and next steps and shall restate direction for the forthcoming six months and may use any performance data to support the discussion and to track progress.

14. The six-monthly meeting shall take place at the site of project delivery or if not possible, at a TMEA office and the meeting shall be documented.

Managing Grantee Poor Performance

15. From time to time, it may become necessary to manage poor performance of the grantee. Poor performance is performance that deviates from the standard of performance required in the GA.
16. The PL shall, with support from Portfolio Director and oversight from the SOL, raise every instance of poor performance with the grantee at the earliest opportunity and both parties shall work together to resolve matters as soon as possible and shall not wait until the quarterly steering committee and six-monthly strategic management meetings.
17. The PL and grantee shall agree an action plan to address the poor performance as quickly as possible and the grantee shall be given a reasonable period of time to improve.
18. The PL shall monitor progress against the action plan and take any corrective steps with the grantee as necessary.
19. The PL shall ensure that all discussions with the grantee are documented, and that any poor performance is recorded at the steering and strategic contract management meetings.
20. In exceptional circumstances, where the grantee demonstrates persistent poor performance the PL may terminate the grant in accordance with the grant agreement terms and conditions and may consider future debarment of the grantee (Section V of the PPM).

K. Grantee Extension and Amendments

Grant Extension

31. Where a PL wishes to extend a Grant Agreement (either at cost or no cost), the extension shall be completed before the end date of the Grant Agreement. Under no circumstances shall a Grant Agreement which has lapsed be extended.
32. A Grant Agreement shall not be extended more than twice.

1. In each case depending on the approval threshold, the PL shall provide to the Portfolio Director in the case of Non-competitive grants, and to HoP in the case of competitive grants, a clear, robust, documented justification for the time and/or cost extension using the form provided and confirming the budget.

2. Such GA extensions or amendments shall not increase the value of the original GA by more than 20% or, in the case of grants with a value of less than US\$250,000, by up to 100% provided that the amended value of the grant does not exceed US\$250,000 in total.
3. The PL shall start the process for the grant extension at least 2 months before the grant agreement end date.
4. The extension to the grant agreement shall be signed by the holder of the same post that signed the original contract, irrespective of whether the extension is for time, cost or both.

L. Grant Closeout

Grant Closeout

33. At least two months before the end date of a Grant Agreement, the PL shall write to the grantee reminding it of the end date and of the various requirements imposed by the Grant Agreement at the time of closure of a grant.
34. Within three months after the end date of the Grant Agreement, the grantee must submit to the PL:
 - a) Narrative report;
 - b) Financial report; and
 - c) Equipment release schedule confirming that equipment procured by the grant will be retained or that the equipment will be disposed of.
35. The PL must complete a Grant Close-Out Form which shall be signed off by PD to confirm that all deliverables were provided, and all funds released were adequately accounted for.
36. The PL shall commission a Close-Out Audit of the grant to be completed within six months of the end date of the Grant Agreement. Where the Close-Out Audit identifies any funds which cannot be accounted for or any other material non-compliance with the grant agreement, the PL shall secure the approval of SLT to an agreed action plan to address the

1. The PL shall begin the grant closure process and request that the grantee submit the signed final narrative and financial reports for review and approval in line with TMEA project closure, as outlined in the PCM guidelines.
2. Close-out documentation shall include:
 - i. Equipment release/disposal form: this is signed by grantee to indicate that equipment procured by the grant will be retained by the grantee for use intended for during the project implementation period; and

- ii. Closeout form: to be completed by the PL to confirm that all deliverables have been met and the funds have been properly accounted for and the form forwarded to the Portfolio Director for approval and the Finance and, PDH for information.
- iii. The PL, in collaboration with Knowledge and Impact (K&I) team will arrange for a project closeout meeting which will seek to document lessons learnt, results achieved and any other matters for consideration.

M. Funds Recovery

Funds Recovery

- 29. If for any reason, including in response to an EV, TMEA has grounds to believe that any grant funds may have been misappropriated, the matter shall be reported immediately to the Director of Audit & Assurance. The Director of Audit & Assurance shall refer the matter to the Incident Response Group recommending any action to be taken.
- 30. If it is concluded that funds have been misappropriated, TMEA shall make every reasonable effort to recover the funds provided, including taking legal action. In such cases, no further grant may be awarded to the grantee until the funds have been fully recovered by TMEA, and TMEA is satisfied that the grantee has taken all reasonable steps to minimise the risk of a recurrence of the misappropriation.

- 1. Where TMEA suspects for any reason that funds have been misappropriated, the grant shall be suspended pending the conclusion of a forensic audit until the actual cause is known.
- 2. TMEA shall require the grantee to provide monthly bank statements confirming that they have frozen the bank account relating to the grant and the grantee will not make any payments out of the frozen account.

N. Grant Files and Documentation

Grant Files and Documentation

- 37. The PL shall be the custodian of the grant files and shall ensure that all documents relating to each grant have been properly filed for ease of audit and retrieval.

- 1. The PL shall ensure that all information relating to the grant are duly filed on TRIMS in line with the document retention requirements as set out in the Administration Policies and Procedures Manual.

O. Data confidentiality and publicity

1. TMEA undertakes to ensure the confidentiality of personal data in direct relation to this project.
2. The Grantee will be required to:
 - (ii) Acknowledge TMEA and contributing donor's support in any publicity that it produces in relation to the Grant in such manner as TMEA may direct.
 - (iii) TMEA may make public through press releases and case studies, the fact that the Grantee has been given a grant, and the purpose of the Grant; and
 - (iv) TMEA may include information about the project that is the subject of the Grant on its website and encourage other associations with similar interests to contact the Grantee.
3. TMEA may publicise the advocacy results and outcomes arising from the Grant.
4. TMEA will publish the award of all competitive grants in its website or any other media it deems fit.

P. Tax Compliance

1. The grantee and multiple grantees (where applicable) shall not enter into or be engaged in or be a party to any transaction which is artificial or fictitious or any transaction or series of transactions whose main purpose or one of the dominant purposes is the evasion and/or avoidance of tax.

Q. Asset Ownership, Maintenance, Transfer and Disposal

1. Upon commissioning of procured assets/goods under a grant agreement, the grantee shall be required to include the items in their Corporate Assets Register for maintenance and proper monitoring. The assets will only be used for the purpose for which they were procured under the project.
2. The grantee shall manage the assets and ensure that the assets report is provided to TMEA as part of the grantee's own asset report. The grantee will be liable to pay for insurance, upkeep, and maintenance of the assets. The grantee, and its employees will use the assets with due care and attention.
3. Where willful negligence causes damage or loss to an asset, the grantee shall be responsible for remedial or replacement costs from its own funds.
4. Ownership of the assets shall be in line with the GA, for the duration of TMEA's support to the grantee for the purpose of signed grant agreement objectives. Ownership of assets will be decided on a case by case basis depending on Donor requirements.
5. If TMEA donates the asset/s to the grantee, then a formal letter will be written to the grantee setting out the donation. In such a case, TMEA will no longer require separate reports on the assets.