
SUB-GRANT AGREEMENTS

Project Code:

UN/008-014

Purpose of Sub-Grant

The purpose of the Sub-Grant is for Mercy Corps to provide financial support to The National Institute for Human Rights (NIHR) Organization that is based in the city of Kirkuk and represented by Sameer Nouraddin Hassan, hereafter referred as Sub-Grantee, to implement a Road Gravelling Project in Tirkalan Village in Taza sub district in Kirkuk as fully described and detailed in the attachment.

Period of Sub-grant

The period of this Sub-Grant shall be from December 16th 2009 and ending on December 28th, 2009. All expenditures made with funds provided under this Sub-Grant shall be for allowable project expenditures incurred during the period of this Sub-Grant.

Amount of Sub-Grant and Payment

The total estimated amount of this Sub-Grant for the period shown in above is (Seven Thousand and One Hundred Sixty USD). Only authorized items as detailed in the Attachment of this Sub-Grant shall be purchased utilizing funds provided by Mercy Corps under this Sub-Grant agreement.

Mercy Corps will not be responsible for any expenditures or costs incurred in purchasing items that are in excess of the authorized Sub-Grant total as specified in this agreement.

This contract is to outline the roles and responsibilities of both parties in the implementation of the following project:

Project Title: Road Gravelling in Tirkalan village in Taza sub ditrict/ Kirkuk

The project is selected as a priority under UNHCR funded Program, implemented by Mercy Corps.

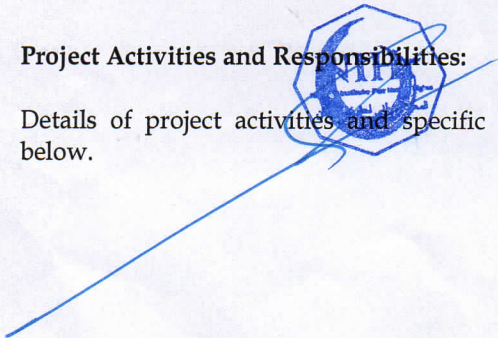
Budget and Mode of Payment:

Total of 7,160 USD will be paid as a service fee to the partner organization for the implementation of the project as an overhead cost. Mercy Crops will pay the actual cost incurred on secondary transportation and such payments as described above will only be processed after presentation of an invoice by partner organization, and reviewed by MC, along with all the necessary supporting documentation.

The payment will be according to work progress in 2 installments; the first installment total of 70% will be paid upon signing the Contract and this forms 5,012 USD of the total project cost. The final installment will be paid upon satisfactory accomplishment of the project and submission of the final report that is approved by the program coordinator.

Project Activities and Responsibilities:

Details of project activities and specific project responsibilities of each side are outlined below.



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Mercy Corps Responsibilities:

1. Mercy Corps will utilize the funds provided by UNHCR to support the implementation of this project in accordance with Mercy Corps guidelines and regulations.
2. Mercy Corps will coordinate with Implementing partner Organization on all aspects of project implementation.
3. Mercy Corps will monitor project implementation to ensure that it is conducted in accordance with program guidelines.
4. Project Monitoring and Evaluation.

Partners Responsibilities:

1. **Implementing Partner Organization** agrees to accommodate and supervise materials and works provided as part of the project.
2. **Implementing Partner Organization** agrees to fulfill following implementation plan and employ required No. of laborers and machinery for implementing the project and pay them according to their involvement.
3. Ensure proper registration and verification of beneficiaries' figures on daily basis. **(Labourers lower than 17 should not be accepted in the project).**
4. Submit weekly report on work progress together with labour signed timesheets.
5. Prepare final report narrative and financial along side evaluation report and submit to MC within one week from completion of the project.
6. Keeping a daily record book for registering the labourers and also the measurement of the road gravelled. This should be done on a daily basis.
7. Ensure that IDPs and Returnees from Tirkalan village in Taza have the priority for the cash for work.
8. Ensure and obtain approval of local authorities prior to the project implementation.
9. Facilitate project evaluation.

Implementation plan

After the project is completed, the partner is responsible for ensuring that all obligations are met and all of the necessary documents provided.

Notes:

- **The Implementing Partner NGO** must seek Mercy Corps permission before any engaging in a presentation with any media.

Project Monitoring:

Mercy Corps and the partner Organization have monitoring responsibilities to ensure that project activities are being performed properly, per specifications, and done in a quality manner.

Mercy Corps monitors will be present on the project site daily to inspect every stage of the project with the monitors from the partner Organization.

Final Project Inspection:

A Final Inspection Approval/ Completion document will be signed by all Mercy Corps, local authorities, and Community Leaders and Implementing Partner Organization representatives when all project activities are satisfactorily completed.

This agreement contains the entire agreement between **NIHR** Organization and Mercy Corps. There is no other contemporaneous understanding or agreement, oral or written, between the parties about the project. None of the parties shall be bound by any statement or

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representation that is not contained or incorporated herein. Mercy Corps retains the right to cancel this project at any time should the other parties fail to meet their obligations or in the case that project jeopardize Mercy Corps mission in Iraq or other extenuating circumstances.

Should any modification to the provisions of this agreement be necessary, they should be agreed by Mercy Corps and the Implementing Partner Organization and made in the form of an amendment to this agreement.

This document is prepared and signed in three English copies.

Disputes:

If any dispute arises relating to the implementation, interpretation of this agreement or the use of funds, both parties will commit to mutual consultation with a view to securing a successful fulfilment of the objective of the project. If the dispute cannot be resolved through mutual consultation, it will be resolved by Mercy Corps COP.

Mercy Corps

Vicky Lembesis
(name)

(signature)

December 13th, 09

The National Institute for Human Rights (NIHR)

Sameer Nouraddin Hassan
(name)

(signature)

December 13th, 09



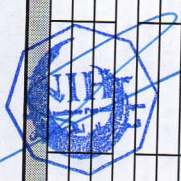
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BUDGET SUMMARY - SERVICE FEES

Implementing Partner:		The National Institute for Rights		Project Start Date:	25-Nov-09
Project Name:		Constructing gravel road in Tirikalan		Project End Date:	7-Dec-09
Project Location (Governorate/s):		Kirkuk-dai-kok-taza-tirikalan		Financial Subcode:	
Project Number:		UNH/00			
# of people assisted		1200		Date Submitted:	13-Sep-09

Total Mc Contribution (Cash) \$ 2,000

Item	Unit	Unit Cost	Duration (days)	Quantity	Percent Allocated to Project	Total Cost	Mercy Corps Contribution	Partner Contribution	Other Contribution (Specify)
1.00 NATIONAL STAFF SALARIES & BENEFITS									
1.10 Supervisor	Person	\$ 30	12.0	1.0	100%	\$ 360	\$ 360	\$ -	\$ -
1.20 Monitors	Person	\$ 25	12.0	1.0	100%	\$ 300	\$ 300	\$ -	\$ -
1.30 Accountant	Person	\$ 10	12.0	1.0	100%	\$ 120	\$ 120	\$ -	\$ -
1.40 Civil engineer	Person	\$ 40	12.0	1.0	100%	\$ 480	\$ 480	\$ -	\$ -
1.50 Guards	Person	\$ 20	12.0	1.0	100%	\$ 240	\$ 240	\$ -	\$ -
1.60 logs officer	Person	\$ 20	12.0	1.0	100%	\$ 240	\$ 240	\$ -	\$ -
2.00 TRAVEL									
2.10 per diem									
3.00 SUPPLIES & MATERIALS									
3.10 Posters and booklets									
4.00 TRANSPORT, STORAGE & DISTRIBUTION									
4.10 Warehouses									
4.20 Local NGO distribution costs									
4.30 Stationary, Documentation and photos	Equipage	\$ 50	1.0	1.0	100%	\$ 50	\$ 50	\$ -	\$ -
5.00 VEHICLE OPERATING & MAINTENANCE COSTS									
5.10 Vehicle Rent and Maintenance	Machine	\$ 35	12.0	1.0	100%	\$ 420	\$ 420	\$ -	\$ -
6.00 OFFICE EQUIPMENT, SUPPLIES & COMMUNICATIONS									
6.10 Photocopier									
6.20 Communication Costs	Prepaid telephone card	\$ 30	1.0	1.0	100%	\$ 30	\$ 30	\$ -	\$ -
6.30 Office Supplies									
7.00 CONSULTATIONS & EVALUATIONS									
7.10									
7.20									
7.30									
8.00 TRAINING									
8.10									
8.20									
8.30									
SUB-TOTAL PROJECT COSTS:						\$ 2,000	\$ 2,000	\$ -	\$ -



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