

Terms & Conditions Sections

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1. Definition and Interpretation

1.1 In these Terms, the following words and expressions will have the following meanings unless the context otherwise requires:

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| Active Participation | Means: <ul style="list-style-type: none"> attending all meetings with Ma'an whenever it requests providing any information required by Ma'an undertaking the Supporting Requirements as determined by Ma'an; and Actively Participating shall be interpreted accordingly; |
| Ma'an | Means Authority of Social Contribution 'Ma'an'; |
| Ma'an Website | Means the website https://maan.gov.ae/about/ (or such other website as Ma'an may designate from time to time); |
| Control | Means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another party whether through the ownership of voting shares, by contract or otherwise; |
| Eligible | Has the meaning given to it in Schedule 1; |
| Excluded Uses | Means those uses set out in Schedule 2 or such other use as may be designated an Excluded Use by Ma'an and which includes any Proposed Use that will take longer than the time limited approved by Ma'an to complete; |
| Grant | Means financial payment(s) provided by Ma'an to the Grantee, as stipulated by Ma'an, for the Proposed Use and in accordance with any Milestones determined by Ma'an. |
| Grant Offer Letter | Means the formal letter from Ma'an setting out the amount of the Grant being offered to the Grantee; |
| Grantee | Means the party that accepts the Grant from Ma'an through the Grant Offer Letter; |
| Government | Means a UAE government ministry, council, committee, authority or department (whether federal, regional or Emirate) established according to the Laws of the UAE (and which excludes a Commercial Organisation or an Academic Institution); |
| Laws | Means all laws, ordinances, statutes, rules, orders, decrees, injunctions, licenses, permits, approvals, authorisations, |

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| | consents, waivers, privileges, agreements and regulations of any governmental or administrative authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter; |
| Milestones | Means those milestones agreed by Ma'an which must be met by the party whom to receive all or any part of the Grant, or such proportion of the Grant specified. These will be set out in greater detail in the Grant Offer Letter. |
| Non-government organisation/ Non-for Profit | Known as a non-business entity, not-for-profit organization, non-profit institution, or any other type of non-government organisation is dedicated to furthering and/or providing a supporting service(s) or product(s) to a social cause, social project, or social program |
| Proposed Use | Means the use by the Grantee of the Grant provided by Ma'an as set out in the Grant Offer Letter. |
| Social Enterprise | A social enterprise is a commercial organization that has specific social objectives that serve its primary purpose. The profits of the social enterprise profits are expected to be principally used to fund social programs. |
| Supporting Requirements | Means providing any documents: <ul style="list-style-type: none"> • required to show that a Grantee is Eligible (including any trade licences); or • Any other documents or info requested by Ma'an under these Terms or the Grant offer Letter. |
| Terms | Means these terms and conditions. |
| UAE | Means the United Arab Emirates. |

2 Agreement to these Terms

The Grantee's submission of application for grant constitutes an agreement and full consent to comply with these Terms and Conditions and the Grant Offer Letter.

3 Ma'an Support

3.1 The Grant must be used solely for the Proposed Use. Grantees shall not use the Grant for an Excluded Use.

3.2 Ma'an shall pay the Grant according to provisions set out in the Grant Offer Letter.

4 Reporting to Ma'an

- 4.1 The Grantee shall retain accurate and detailed records for a period of no less than 2 years or as deemed by Ma'an, of all the supporting documents and invoices in connection with the Proposed Use and in connection with the utilisation of the Grant, and the outcome of the Proposed Use of the Grant. Such records shall be made available for inspection Review by Ma'an upon reasonable request.
- 4.2 The Grantee shall provide Ma'an promptly with any information and reports including relevant monitoring information required about the project and its impact both during and after the end of the project;
- 4.3 The Grantee shall provide periodic written reports (as and when required by the Ma'an) on the progress made in respect of Proposed Used of the Grant, and Milestones set by Ma'an. The reports shall summarise (without limitation):
- (a) progress against Milestones;
 - (b) how and what the Grant is used for or is proposed to be used for;
 - (c) technical or managerial issues in completing all or any part of the Proposed Use (whether actual or forecast);
 - (d) any other information relevant to the Proposed Use of the Grant in respect of Social Innovation; and
 - (e) any other relevant matter connected with the Grant specifically requested by Ma'an.
- 4.4 The Grantee shall fulfil each agreed Milestone within the agreed time frame. upon the Grantee's failure to achieve any of the Milestones in due course, and failure to rectify that within 8 weeks of receiving a notice from Ma'an, Ma'an is entitled to cancel the Grant and reclaim the amounts of the Grant already paid to the Grantee, unless otherwise agreed with Ma'an.
- 4.5 The Grantee shall send a final written report to Ma'an within twenty-eight (28) days of the final Milestone or completion of the Proposed Use, which shall include a full and comprehensive statement on the utilization of the Grant.
- 4.6 The Grantee shall will work with any third party Ma'an may contract with or appoint for the benefit of the funding programme.
- 4.7 The Grantee shall obtain written consent from Ma'an before making any significant changes to the project or to the status, ownership or constitution of the organisation (where applicable).
- 4.8 The Grantee shall inform Ma'an promptly of any issues threatening the proportionate implementation of, or delays the proposed project includes but not limited to any fraud, other impropriety, mismanagement, or misuse in relation to the Grant or any legal

claim and/or investigation made or threatened against the Grantee or any organisation, employee or volunteer working on the project.

5 Warranties

5.1 The Grantee warrants, covenants and undertakes to Ma'an that:

- (a) it is Eligible; (Schedule 1 – Eligibility)
- (b) it has all the rights necessary to receive the Grant (including those set out in these Terms);
- (c) it shall Actively Participate with the Ma'an program, once the Ma'an has agreed to provide the Grant;
- (d) it shall only use the Grant for the Proposed Use;
- (e) it shall not use the Grant for any Excluded Use (Schedule 2 – Excluded Uses);
- (f) it has the right to disclose information provided to Ma'an;
- (g) it has not provided Ma'an with false or misleading information, either on application or after award, act dishonestly, or if anyone involved in the organisation is under investigation by a regulatory body or the police.
- (h) it acknowledges, agrees and has the right to consent to Ma'an to disclosing the information provided to third parties for the purposes of assessing and monitoring the Grant;
- (i) it will not, nor will any of its representatives, accept, offer or give any commission, gift, other financial benefit, inducement or alike from or to any person or party in connection with these Terms and will ensure that its employees, agents and subcontractors will not accept, offer or give any such commission, gift, other financial benefit, inducement or alike and will immediately give Ma'an the details of any such commission, gift, financial benefit, inducement or alike which may be offered, made or received;
- (j) it shall perform each of its obligations under these Terms within the time limits specified (or any extension of such time limits permitted by Ma'an, or where not specified, in a timely and professional manner).
- (k) act lawfully in carrying out the Project/ Program and in accordance with best practice and guidance from regulators, and follow any guidelines issued by Ma'an in relation to use of the Grant
- (l) it will acknowledge Ma'an using the required logo.
- (m) hold the grant in an Abu Dhabi based bank account which satisfies Ma'an requirements as set out in these Terms.
- (n) immediately return any part of the grant that is not used for the project/ program or that has not been spent by the end of the project, as agreed with Ma'an;

- (o) where the project involves working with children, or adults at risk, it shall comply with a Safeguarding policy and carry out background checks for all employees, volunteers, or contractors as required by law and best practice.
- (p) comply with all applicable legislation particularly the data protection one;
- (q) Where the Grant is used to buy goods or services 10,000 AED in value or more to:
 - (i) Carry out a competitive tender for goods
 - (ii) Use assets purchased using the Grant only for the project of the Proposed Use and keep them safely, in good repair over the life of the project.
 - (iii) Obtain Ma'an written consent for any disposal of assets purchased, developed or enhanced using the Grant and if required, pay Ma'an a share of proceeds from such disposal.

6 **Liability**

6.1 The Grantee agrees that:

- (a) if, at Ma'an discretion, the Grantee is deemed to not be Actively Participating;
- (b) if the Grantee breaches any of the obligations set out in Clause 5;
- (c) if the Grantee receives the Grant from Ma'an and:
 - (i) the Grantee does not use all or any part of the Grant for the Proposed Use;
 - (ii) the Grantee uses all or any part of the Grant for an Excluded Use; or
 - (iii)

(iv) the Grantee receives the Grant but has not met or achieved the relevant Milestone; the Grantee shall immediately inform Ma'an and shall repay all (or any part of) the Grant requested to Ma'an.

6.2 Ma'an shall not be liable to any Grantee for any costs, expenses, loss or damage (whether direct, indirect or consequential and whether economic or otherwise) arising from:

- (a) the Grantee's agreement to these Terms;
- (b) acceptance of the Grant; or
- (c) reliance upon Grant;

irrespective of whether the Grant is fully or partially provided. Such limitation of liability shall not apply in cases of fraud, gross negligence, personal death or bodily harm and/or wilful misconduct on the part of the program.

6.3 The Grantee shall defend, hold harmless and indemnify Ma'an, from and against any and all losses, claims, costs, liabilities, damages (including any loss of, or damage to, any property of, or injury to or death of, any person) and expenses suffered or incurred by Ma'an or its directors, officers, employees and agents arising from or in connection with:

- (a) any wilful or negligent act or omission by the Grantee or its officers, directors, employees, agents or subcontractors; and/or
- (b) any breach by the Grantee of these Terms, the applicable laws arising directly or indirectly out of the performance or non-performance by the Grantee of its obligations under these Terms (including without limitation any warranty or representation given whether expressly or impliedly);

7 Confidentiality

7.1 Ma'an agrees to keep confidential personal information provided as part of the Supporting Requirements except where it would be otherwise unlawful to do so,

7.2 Ma'an agrees that it shall not share any information with third parties other than for the purpose of making an assessment or support for the purposes of providing the Grant to a Grantee.

7.3 The Grantee agrees to keep confidential, except where it would be otherwise unlawful to do so:

- (a) all information provided by Ma'an or its Affiliates regarding or in connection with the Grant to be provided to the Grantee in respect of the application (save for the legitimate purposes of processing, acting upon or recording the Grant received in accordance with the Proposed Use); or
- (b) the affairs of Ma'an, or its Affiliates or its appointed third parties which:
 - (i)

- (ii) is obtained by the Grantee in writing or orally, through or following discussions with Ma'an (or its Affiliates or its appointed third parties); or

- (iii) is acquired by observation or attendance by representatives of the Grantee at the offices or other premises of Ma'an or howsoever occurred as a result of the application for the Grant (or its Affiliates or its appointed third parties);

which in either case is supplied by or on behalf of Ma'an (or by its Affiliates or its appointed third parties) to the Grantee in writing or orally.

- 7.4 Clauses 7.1, 7.2 and 7.3 shall not apply to any information which:
- (a) is already in the public domain;
 - (b) is already in the lawful possession of the Grantee party and free from any obligation of confidentiality; or
 - (c) subsequently comes lawfully into the possession of the Grantee party from a third party where such third party does not owe an obligation of confidence to the disclosing party.
- 7.5 Confidential information under this Clause 7 may be disclosed to the extent that disclosure is required by law, regulation or any governmental or competent regulatory authority, provided that where the Grantee is required to disclose such confidential information, such disclosure is made with the permission of Ma'an program (or its Affiliates), such permission not to be unreasonably withheld or delayed.
- 7.6 This Clause 7 shall remain in full force and effect notwithstanding any termination or expiry of these Terms.

8 Resubmission

If the grantee does not accept the grants decision, the grantee will have the right to submit a request for reconsideration of the grants request at most once, along with submitting all the supporting documents reconsideration within of a maximum period as required by the grants team.

9 Term and Termination

- 9.1 Ma'an shall be entitled to terminate these Terms without cause at any time on giving the Grantee not less than seven (7) days' prior written notice of termination.
- 9.2 Ma'an shall be entitled to terminate these Terms without notice if the Grantee has:
- (a) Materially breached any of its obligations under these Terms;
 - (b) Suspended, ceased, or threatened to suspend or cease to carry on all or a substantial part of its business;
 - (c) Undergone a change of Control;
 - (d) Misrepresented (whether innocently, fraudulently or otherwise) that:
 - (i) it is Eligible in order to obtain the Grant;
 - (ii) it has the right to disclose the details of the Proposed Use to Ma'an or to its appointed third parties; or

- (iii) it has the right to allow Ma'an to disclose information regarding the Proposed Use to third parties;
 - (e) Assigned, transferred, created a charge or security over or in respect of or otherwise disposed of any of its rights under these Terms; or
 - (f) Breached any of the warranties in these Terms.
- 9.3 These Terms shall automatically terminate if an application for the Grant by a Grantee is rejected.
- 9.4 Upon termination, the provisions of these Terms that are intended to apply after termination shall continue to apply.
- 10 Miscellaneous**
- 10.1 Ma'an shall be allowed to reference or describe the Grantee's participation or involvement in the program, which may include the use of the Grantee's name in press releases, media stories, the Ma'an Website and Ma'an marketing materials, provided that any such reference shall not identify or quote the Grantee's representatives nor attribute any statements to such party unless consent is given by the Grantee and its relevant representatives or party. However, in all cases Ma'an shall endeavour to agree the scope and extent of any such reference or description to the Grantee's participation or involvement in the program with that Grantee.
- 10.2 the Grantee must obtain a prior written consent before issue any public announcement regarding Ma'an or any of its programmes, or otherwise any use of the business name or trade mark of Ma'an.
- 10.3 Nothing in these Terms shall be deemed to constitute a partnership between the parties, nor constitute either party becoming in any way the agent of the other party for any purpose.
- 10.4 The Grantee acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Ma'an or by or on behalf of its Affiliates which is not set out in these Terms.
- 10.5 These Terms apply to the exclusion of any other terms that a Grantee seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 10.6 Ma'an shall deliver any notice or other document under these Terms by post (and only to an address in the UAE) or by email to the Grantee at the address set out in the Application Form unless the Grantee informs the program in writing (by reference to the program Reference Number) of a change of address or email.
- 10.7 a person who is not a party to these Terms shall not have any right under or in connection with them.
- 10.8 These Terms and the relationship between the parties shall be governed by, and construed in accordance with, the laws of the UAE as applicable in the Emirate of Abu Dhabi, UAE and subject to the exclusive jurisdiction of the courts in the Emirate of Abu Dhabi, UAE.

Schedule 1 – Eligibility

The Grants program is open to:

1. *Not for Profit Organizations*: licensed by the Ministry of Community Development
2. *Social Enterprises*: certified by the Department of Community Development
3. *Socially driven initiatives and/or organizations*

To be considered eligible, the organisations and the grant application must:

1. Have strategic alignment with MA'AN and support the achievement of Abu Dhabi's social sector agenda.
2. Address specific social challenges and be able to demonstrate effectiveness and impact
3. Positively impact priority vulnerable groups in Abu Dhabi such as People of Determination, Single Mothers, Children and Senior Citizens... etc.
4. Operate with target beneficiaries based in Abu Dhabi.
5. Be Legally licenced and / or registered in Abu Dhabi or UAE

To be eligible, the organisation must not undertake:

1. Activities which are illegal in Abu Dhabi.
2. Operations that include illegal activities.
3. Undertake political activities or religious activities (to be clear we can fund religious organisations to the extent that the work funded benefits the wider community and is focused on social rather than religious purpose)
4. Undertake activities that might reasonably put Ma'an reputation at risk.

Schedule 2: Excluded Uses

Unless explicitly approved by MA'AN

- Public relations and advertising costs are unallowable
- Bad debts are unallowable
- Salaries and consultant costs are unallowable if they are not reasonable
- Contingencies are unallowable
- Contributions and donations are unallowable
- Entertainment is unallowable
- Fines, penalties, and mischarged costs are unallowable
- Independent research and development costs that are deferred are unallowable
- Insurances where the contractor is the beneficiary and that are not at market price are unallowable
- Interests on borrowings are unallowable
- Lobbying and political activity costs are unallowable
- Losses on other agreements are unallowable
- Costs associated with M&E and with planning or executing organization or reorganization of corporate business structure, and costs associated with raising capital or change in ownership are all unallowable
- Patents are unallowable
- Costs for relocation of an employee who resigns before 12 months for reasons within his/her control are unallowable
- Taxes for financing, refinancing, or reorganizing and organization are unallowable

Schedule 3: Allowable costs

| Allowable costs | Tier 1 | Tier 2 | Tier 3 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|
| Staff costs: Staff costs refer to the expenses towards paying salaries. Staff costs include expenses right from the recruitment of the staff (interview, orientation etc) to their salaries. Professionally speaking, it is important to mention how much time a particular staff will provide for the project and his/her salary has to be calculated accordingly. | Yes | Yes | Yes |
| Operational Costs: Operational costs include those expenses that have to be met for implementing activities for a project or an organization; activities such as organizing a village meeting, conducting a training workshop, running an awareness campaign involve certain expenses. These expenses are listed under the Operational Costs in a budget. | Yes | Yes | Yes |
| Capital Costs: capital costs include expenses for buying computers, office furniture, vehicles, office building etc. | Yes | Yes | Yes |
| Core Costs: Costs here can include staff meetings, stationary and other office maintenance expenses. In some cases, the expenses towards hiring a receptionist or caretaker who is not directly contributing to the project can be listed here. | | Yes | Yes |