



**PAN PACIFIC
CONSERVATION
FOUNDATION**

**PAN PACIFIC CONSERVATION FOUNDATION
GRANT AGREEMENT
STANDARD PROVISIONS**

1. USE OF FUNDS AND RESOURCES

- a. All funds, equipment, property, and any other assets provided under this Grant shall be used solely for approved purposes and expenses authorized in Appendix I, Project Proposal, and Project Budget.
- b. The Grantee is responsible for managing the funds and ensuring that the Project is executed in accordance with the terms of this Grant. Grant funds, interest, equipment, property, or any other valuable assets may not be disbursed or transferred to any organization or entity, whether or not formed by the Grantee, except as specifically outlined in the Grant.
- c. Operational costs must not exceed 10% of the total Grant. These costs include office expenses, rent, administrative staff salaries, financial and legal service fees, and other indirect expenses.
- d. The Grantee may reallocate up to 15% of any individual line item in the budget without seeking prior approval, provided the total approved Grant amount is not exceeded. For any other changes to the budget, objectives, target areas, methodology, or timeline of the Project, the Grantee must request and obtain written approval from PPCF in advance.
- e. All funds exchanged to local currency must be converted at the best available rate through authorized channels in compliance with applicable laws and regulations. Transactions must be verified through bank receipts or other sufficient documentation to demonstrate their legality. Any wire transfer or similar bank fees or other costs shall be the responsibility of the Grantee and are considered included in the total estimated Grant amount.
- f. Any funds remaining with the Grantee at the termination or expiration of the Grant term shall be returned to PPCF, and the Grantee shall reimburse PPCF for any disallowed expenditures.
- g. Grant funds shall not be expended for payments that are or appear to be a conflict of interest. A conflict of interest is defined as a transaction where an employee's personal or financial interests conflict or appear to conflict with their official responsibilities. Examples include payments to the business partners of project staff or members of their immediate families for compensation or to organizations where project staff or their families have a financial interest.
- h. Grant funds shall not be used for propaganda or attempts to influence any public election.
- i. The Grantee certifies that no assistance, payment, or anything of value will be made, promised, or offered to any government employee or official in violation of any Singaporean or local law or regulation. Payments must be reasonable, bona fide, and directly related to Grant-funded activities. Compliance must be documented, and the Grantee certifies no payment or assistance will be used to influence government actions or decisions.

2. FUNDING PROCEDURE

- a. Funds will be transferred directly from a bank account designated by PPCF to the Grantee's bank account specified in the Grant Agreement.
- b. Funds will be disbursed according to the schedule in the Grant Agreement. PPCF may delay or withhold disbursement due to discrepancies in the Grant documents, late submission of required documents or reports by the Grantee, or unforeseen circumstances.
- c. The Grantee must provide a receipt or written acknowledgment of the receipt of all Grant funds within ten business days of the funds being credited to their account.

3. PROJECT MONITORING

- a. Record Keeping. The Grantee shall retain all pertinent financial and technical records relating to this Grant for three years following its termination or expiration. PPCF reserves the right to inspect, review, or audit these records.
- b. Desk Reviews and Site Visits. PPCF, including the respective donor if required, may conduct desk reviews or site visits to assess project progress and outcomes, providing reasonable advance notice where possible.
- c. Audit. PPCF may require an audit of expenses incurred under this Agreement. The Grantee agrees to reimburse PPCF for any disallowed expenditures identified by auditors.
- d. Permits and Approvals. The Grantee shall be solely responsible for obtaining and maintaining all necessary and appropriate permits and approvals from relevant agencies and authorities with jurisdiction over the area of the Project operation.

4. COMPLIANCE WITH LAWS

The Grantee and its employees shall comply with all applicable laws, both local and international, including but not limited to legislation and conventions relating to wildlife and environmental conservation, charitable organizations, anti-money laundering, anti-terrorism, as well as social, labor, and tax policies.

5. GRANTEE'S ANTI-TERRORISM AND ANTI-MONEY LAUNDERING REPRESENTATION AND WARRANTY

The Grantee represents and warrants that it is compliant with all applicable provisions of such laws and regulations concerning anti-terrorism and anti-money laundering. It further assures that it has not provided and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity involved in committing, attempting to commit, advocating, facilitating, or participating in terrorist acts or money laundering activities.

6. PUBLICATIONS AND LOGO USE

- a. The Grantee shall only publicize or use the name and logo of PPCF with prior consent in connection with any material, whether in print or otherwise, that may be disseminated to the public, provided that such use is incidental to or in connection with this Grant.
- b. The Grantee shall (i) acknowledge PPCF's funding or support in the publication of all reports, articles, or works arising from or relating to the Project ("Project Results"). (ii) where deemed suitable or appropriate, make the Project Results available to the public or the scientific community. (iii) make the Project Results available to the public through the PPCF website or any other medium as requested by PPCF, with appropriate acknowledgment of the Grantee's contributions where applicable. (iv) when requested by PPCF with reasonable notice, the

Grantee shall deliver one or more presentations on the Project and its results at related events or conventions.

c. The Grantee shall ensure that all photographs featuring identifiable individuals, used in any form of project publications, have obtained the explicit consent of the persons photographed. The Grantee is responsible for ensuring compliance with all applicable data protection and privacy laws.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

a. Any non-proprietary information developed under this Grant will be made publicly available.

b. Any creative work developed by the Grantee under this Grant, including all written, graphic, audio, visual, and any other materials, contributions, applicable work product, and production elements contained therein, whether on paper, digital file, or any other media, shall remain the intellectual property (IP) of the Grantee. However, the Grantee hereby irrevocably grants to PPCF a perpetual, royalty-free, non-exclusive right to copy, distribute, use, and prepare derivative works from the creative work for any purpose, in any media, and in any territory for non-commercial use.

c. The Grantee shall lead the identification, protection, management, maintenance, and commercialization of IP arising from this Project. All related applications shall be filed solely under the Grantee's name, and the Grantee will bear all associated costs. PPCF shall not be responsible for any expenses incurred in these processes.

d. The Grantee shall notify PPCF of any commercial application, e.g., deriving commercial benefits or purposes arising from the results of the Project.

1. RELATIONSHIP OF THE PARTIES

The relationship between the PPCF and the Grantee is that of independent contractors. Nothing in this Agreement or these Conditions shall be construed to create an agency, partnership, joint venture, or employee-employer relationship between the parties. Neither party has the authority to make representations on behalf of the other, nor to bind the other in any manner whatsoever, nor to create obligations, expressed or implied, on behalf of the other.

9. LIABILITY

a. PPCF shall not be liable for any losses, damages, claims, or other liabilities arising from the Grantee's activities. It is expressly understood that by making this Grant, PPCF does not have any obligation to provide additional support to the Grantee for this project or for any other purposes.

b. The Grantee shall be liable and indemnify the PPCF for any claims for damages resulting directly or indirectly from the Grantee's actions or omissions in connection with the Project.

10. TERMINATION AND SUSPENSION

a. PPCF may, at its sole discretion, suspend or cease funding immediately without further obligation if any of the conditions herein or other agreed terms and conditions have not been complied with or remedied within thirty business days of being requested to do so.

b. PPCF reserves the right to immediately terminate any agreement with the Grantee if the Grantee or any person, organization, or project connected to the Grantee becomes associated with media reports (traditional, social, or otherwise) that may unfavorably impact PPCF's reputation, or if any such person, organization, or project has published materials, declared

opinions, acted, or omitted to act in a manner deemed inconsistent with PPCF's views and position.

c. Once written notice of termination of the Grant, in whole or in part, is given to the Grantee, it shall become effective upon receipt.

d. Upon the effective date of termination, the Grantee shall cease all work, immediately terminate any subgrants or obligations involving Grant funds, and settle all outstanding liabilities and claims resulting from the termination.

e. Following termination, Grant funds may only be used for non-cancelable obligations for expenditures identified in Appendix I or those approved in writing by PPCF prior to incurrence. The Grantee must provide written proof that such obligations could not be canceled. All other expenditures incurred after the effective date of termination are unallowable.

f. Within thirty days of any termination under this Section, the Grantee shall (i) return the Final Project Report and the Final Financial Report, as defined in the Grant Agreement, along with any unexpended Grant funds not obligated by a legally binding transaction, and (ii) reimburse PPCF for any disallowed expenditures. PPCF may take necessary actions to recover such funds and disallowed expenditures at the Grantee's expense.

11. AMENDMENTS AND MODIFICATIONS

a. This Grant may not be amended, supplemented, or modified except by a written agreement signed by the authorized representatives of both PPCF and the Grantee.

b. PPCF reserves the right to amend these Conditions at its absolute discretion. Any changes will be communicated to the Grantee in writing and will take effect thirty business days after the Grantee's receipt of the notice.

12. VALIDITY OF ELECTRONICALLY SIGNED AGREEMENT

Both parties agree that the other party may rely on an electronic copy of the signature of a duly authorized signatory. Upon the exchange of such electronically signed agreement, this Grant shall be binding between the parties, regardless of whether hard copies of the Grant are exchanged.

13. SEVERABILITY

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Grant, but this Grant shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

14. DISPUTE RESOLUTION

Both parties shall make every reasonable effort to resolve any issues or disputes arising from this Grant fairly through negotiation, without resorting to litigation, if practicable. Any disputes that cannot be resolved through negotiation shall be subject to the exclusive jurisdiction of the courts of Singapore.

15. WAIVER

Either party may specifically waive any breach of this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the breach waived. No waiver shall constitute a continuing waiver of similar or other breaches. One party's consent or approval of any act by the other shall not be deemed to render unnecessary the consent to or approval of any subsequent act by the other party.