

## **Terms and Conditions**

### **(The Conditions that the Grantee Shall Fulfill)**

1. A Grantee shall fulfill the conditions mentioned in each of the following subparagraphs:
  - (1) The Grantee shall be fully responsible for the project for which the grant is awarded (hereinafter referred to as "Grant Project").
  - (2) The Grantee shall use the Grant only for the purpose of the Grant Project, including any interest, etc., accrued from the Grant.
  - (3) When the Grantee wishes to change the substance of the project (except in the case of minor changes), the Grantee shall report such planned change to the Japan Foundation, Jakarta (hereinafter referred to as "JFJA") and obtain its approval.
  - (4) The Grantee shall report to, and obtain approval from, JFJA in the event of any change in the allocation of expenses for the Grant Project (except for minor changes).
  - (5) The Grantee shall report to, and obtain approval from, JFJA in the event of discontinuance or abandonment of the Grant Project.
  - (6) The Grantee shall promptly report to, and seek instructions from, JFJA if it becomes clear that the Grant Project will not be completed within the scheduled period or if it has become difficult to execute the Grant Project.
  - (7) The Grantee shall submit to JFJA 2 copies of any publications, brochures, etc., that might result from JFJA's support of the project.
  - (8) The Grantee shall acknowledge JFJA's financial support when the Grantee publicizes the Grant Project.

### **(The Accepting/Declining of a Grant)**

2. **Within thirty days after receiving the Notice of Grant Approval**, the applicant for the Grant must submit to JFJA either an **“Acceptance of Grant and Application for the Payment of Grant”** (if the applicant intends to accept the substance of the Notice of Grant Approval and the conditions attached to the approval) or a **Non-Acceptance of Grant** (if the applicant is dissatisfied with the substance of the Notice of Grant Approval or the conditions attached to the approval).
3. If the applicant for the Grant does not submit the Acceptance of Grant by the due date set forth in Paragraph 2, JFJA may deem that the applicant has withdrawn its Application for the Grant.
4. Notwithstanding Paragraph 2, if the Grantee wishes to withdraw its Application for the Grant on its own accord, the Grantee must withdraw its Application promptly after the occurrence of the event that is the cause for such withdrawal.
5. If an Application for Grant is withdrawn as set forth in Paragraphs 2 through 4, the particular decision to provide the Grant shall become null and void.

**(Revocation of Decisions Due to Changes in Circumstances)**

6. JFJA may revoke a decision to provide a Grant in whole or in part, or change the substance of the Notice of Grant Approval or the conditions attached to the approval, if it is particularly necessary to do so as a result of changes in circumstances that have occurred after the decision to provide the Grant. However, the foregoing shall not apply to the part of the Grant Project that relates to periods that have already elapsed.
7. JFJA may revoke the decision to provide a Grant in accordance with Paragraph 6, only when the continuance of the Grant Project has become unnecessary in whole or in part as a result of a natural disaster or other change that has occurred after the decision to

provide the Grant.

8. JFJA may, to the extent that JFJA deems it necessary, provide a Grant for work or programs that particularly require a Grant as a result of the revocation of the decision to provide a Grant as set forth in Paragraph 6 above.

**(Payment of a Grant)**

9. Upon receipt of the application set forth in Paragraph 2, JFJA shall pay the Grant after examining the application and confirming that the content of the application is appropriate.

**(Duty of Grantees)**

10. Upon the execution of the Grant Project, the Grantee shall note that the Grant is from taxes collected from Japanese citizens or other valuable revenue sources and shall strive to perform the Grant Project in good faith in accordance with the purpose of the provision of the Grant.

**(Execution of a Grant Project)**

11. The Grantee shall carry out the Grant Project with the standard of care of a competent manager, in accordance with the substance of the Notice of Grant Approval and the conditions attached to such approval, and the measures taken by JFJA pursuant to them. The Grantee shall not use the Grant for any purpose other than for the Grant Project.

**(Report on the Status of a Grant Project)**

12. JFJA may request the Grantee to report on the status of a Grant Project at any time during

the execution of the Grant Project, as deemed necessary.

**(Instructions on Execution and Other Matters Related to a Grant Project)**

13. If, based on any report, etc., submitted by the Grantee in accordance with Paragraph 12, JFJA recognizes that the Grantee is not executing the Grant Project according to the substance of the Notice of Grant Approval or any conditions attached to the approval, JFJA may instruct the Grantee that the Grant Project should be executed according to the Notice of Grant Approval or the attached conditions.
14. In the event that the Grantee breaches the instructions set forth in Paragraph 13, JFJA may instruct the Grantee to temporarily suspend the execution of the Grant Project.

**(Report on the Results)**

15. Upon completion of a Grant Project (including the case where abandonment of a Grant Project is approved), the Grantee shall, **no later than the date indicated the Terms of Grant** (or within one month from the receipt of permission to abandon the project), submit a **“Final Project and Financial Report” and copies of the financial records related to the Grant** to JFJA.

**(Determining the Amount of the Grant)**

16. Upon receipt of a report on a completed or abandoned Grant Project, JFJA shall examine the relevant written report and other documents and conduct on-the-spot inspections, etc., as necessary to investigate whether or not the results of the Grant Project conform to the substance of the Notice of Grant Approval and the conditions attached thereto. If the Grant Project is found to conform to the foregoing, JFJA shall finalize the amount of the

Grant to be provided and notify the Grantee of such amount. When the amount of the Grant has been determined, JFJA shall compare the amount of the actual expenses of the Grant Project with the amount originally given in the Notice of Grant Approval, and shall determine that the lesser amount shall be the amount of the Grant to actually be provided.

**(Corrective Steps)**

17. In the event that the results of a completed or abandoned Grant Project reported to JFJA are found not to conform to the substance of the Notice of Grant Approval and the conditions attached thereto, JFJA may order the Grantee to take steps to ensure that the Grant Project conforms to the foregoing.
18. Paragraph 15 shall apply *mutatis mutandis* to the Grant Project carried out in accordance with the instructions set forth in Paragraph 17.

**(Maintenance of Account Book, etc.)**

19. The Grantee shall separate revenues and expenditures relating to the Grant Project from other accountings, and enter such revenues and expenditures into account books and clearly specify the incomings and outgoings thereof. The Grantee shall duly organize receipts and other documentary proof so that they may be presented at any time, and keep them for a period of five years counting from the fiscal year immediately following the fiscal year in which the Grant Project is completed.

**(Revocation of the Decision to Provide a grant)**

20. JFJA may revoke a decision to provide a Grant in whole or in part if any one of the following

events occurs in relation to the Grantee:

- (1) The Grantee gave false information or otherwise acted unfairly in making the Application for the Grant;
  - (2) The Grantee ceased or abandoned the Grant Project;
  - (3) It is recognized that there is no chance of the Grantee's execution of the Grant Project within the period that was determined in advance;
  - (4) It is recognized that the Grant Project no longer conforms to the following requirements:
    - (a) It is recognized by JFJA that it is either impossible or difficult for the Grant Project to achieve its objectives without the provision of the Grant;
    - (b) The plan and the method of the Grant Project are appropriate to achieve the objectives of the Grant Project, and sufficient results can be expected from the Grant Project; and
    - (c) The Grant Project shall not be used for any religious or political purposes.
  - (5) It is recognized that the execution of the Grant Project violates the substance of the Notice of Grant Approval or any of the conditions attached thereto, and the measures taken by JFJA pursuant to them;
  - (6) The Grantee refused, hindered, or circumvented the inspection, etc., set forth in Paragraph 28 without reasonable cause;
  - (7) The Grantee failed to comply with the instructions set forth in Paragraphs 13, 14, and 17; or
  - (8) The Grantee is recognized to have otherwise breached the Japan Foundation's Basic Policy and the Enforcement Procedures for Providing Grants,
21. Paragraph 20 shall apply even after the amount of the Grant to be provided is finalized.

**(Return of the Grant)**

22. In the event that a decision to provide a Grant (in whole or in part) is revoked, JFJA shall set a due date and order the return of the portion of the Grant corresponding to such revocation, if such Grant has already been paid.
23. In the event that the amount of a Grant to be provided to the Grantee is finalized, JFJA shall set a due date and order the return of any amount exceeding the finalized amount of the Grant that has already been paid.

**(Interest and Arrearage)**

24. If the Grantee is ordered to return the Grant due to any measure taken under Paragraph 20, the Grantee must pay JFJA an additional charge that shall be calculated at an annual rate of 10.95% of the Grant from the date of receipt of the Grant that the Grantee is ordered to return until the date of repayment of such Grant ( or if any part of such Grant is repaid, the additional charge calculated at said annual rate with regard to the outstanding amount remaining after the deduction of any returned amount for the period from the repayment of the returned amount until the full repayment of the Grant).
25. If the Grantee, who has been ordered to return the Grant, fails to return such Grant by the due date, the Grantee must pay JFJA a late payment charge, which shall be calculated at an annual rate of 10.95% of the outstanding amount of the Grant from the date immediately following the due date of repayment of the Grant.
26. If either of the events in Paragraph 24 or 25 occur, JFJA may exempt the Grantee from paying any additional charge or the late payment charge in whole or in part to the extent that JFJA determines that there were unavoidable circumstances, following the

procedures separately defined.

**(Suspension, etc., of Other Grants)**

27. If the Grantee, who has been ordered to return a Grant, fails to repay the Grant, or any additional charge or late payment charge related thereto in whole or in part, and if any other Grant is to be provided to the same Grantee for any other Grant Project, JFJA may temporarily suspend the provision of such other Grant for a reasonable period, or set off the amount of such other Grant against any outstanding amount of the original Grant.

**(Inspections, etc.)**

28. JFJA may request the Grantee to submit a report, or have an officer, employee or other representative of JFJA examine the account books and other items at the office, etc., of the Grantee, or ask questions of the parties concerned at any time if it is deemed necessary for ensuring the proper execution of the Grant Project.

**(Dissolution, etc., of the Grantee)**

29. If the Grantee is dissolved, wound up, or shut down upon completion of the Grant Project, the representative of the Grantee shall perform in good faith the Grantee's obligation based on the substance of the decision to provide the Grant or any of the conditions attached hereto.