

Date: 1<sup>st</sup> April 2018

**Social Accountability through Youth (SAY) in  
Tanzania's Dodoma, Iringa and Morogoro regions**

**Project Partnership Agreement between  
Raleigh International Trust and Integrity Action**

<b>Name</b>	Raleigh International Trust (Raleigh)	Integrity Action (IA)
<b>Legal status</b>	Registered company and registered charity	Registered charity
<b>Registration number</b>	Company number 3059479; charity number 1047653	1120927
<b>Date of establishment</b>	1984	2003
<b>Registered address</b>	Third Floor, Dean Bradley House 52 Horseferry Road, London, SW1P 2AF	The Leather Market, Unit 12. 1.2, Weston Street, London, SE1 3ER
<b>Tel. Number</b>	+44(0) 20 7183 1270	+44 203 119 1187
<b>Contact person</b>	Julian Olivier	Jasmina Haynes
<b>Position</b>	Director of Programmes and Policy	CEO
<b>Email</b>	j.olivier@raleighinternational.org	jasmina.haynes@integrityaction.org
<b>Project name</b>	Social Accountability through Youth (SAY) in Tanzania's Dodoma, Iringa and Morogoro regions	
<b>Location</b>	Dodoma, Iringa and Morogoro	
<b>Total duration (months)</b>	48 months	
<b>Total cost (GBP)</b>	£1,415,572.23	
<b>Co-financing (GBP)</b>	£351,223.56	

This project partnership agreement is between Raleigh International (Raleigh) and Integrity Action (IA) and relates specifically to the following project: Social Accountability through Youth (SAY) in Tanzania's Dodoma, Iringa and Morogoro regions.

Raleigh agrees to provide grant funding to IA of up to £181,531.31 (£136,655.98 DFID, £44,875.33 match) towards Social Accountability through Youth (SAY) in Tanzania's Dodoma, Iringa and Morogoro regions ('the Project') over 48 months from 1<sup>st</sup> April 2018 to 30<sup>th</sup> March 2022 subject to IA evidencing how its expenditure meets the objectives of the grant.

The project is to be undertaken and funded on the basis of collaboration between Raleigh, IA, and the Department for International Development (DFID) under the terms of both this agreement and the grant agreement between Raleigh and DFID (the DFID Accountable Grant Agreement - AGA) (Annex 1).

Raleigh has been funded to deliver the project and seeks to work with IA as a project partner. IA hereby agrees to:

- carry out all the work it has agreed to undertake on the project
- comply with the terms and obligations contained within this project partnership agreement
- comply with the terms and obligations contained within the DFID AGA (Annex 1)
- not act or omit to act in a manner which would cause Raleigh to be in breach of the DFID AGA (Annex 1)

The maximum grant payable by Raleigh to IA for each year of the project will be as detailed in Schedule 1 of this agreement.

The work that IA has agreed to carry out (as part of the total work to be carried out by Raleigh under its grant agreement with DFID) is detailed in the project proposal (Annex 2).

## TERMS & CONDITIONS

### 1 General terms

- 1.1 The grant funding must be utilised exclusively for the project as detailed in the final approved project proposal, log frame and budget (Annexes 2, 3 and 4)
- 1.2 Any amendments to the project or the budgeted use of funds must be approved in writing by Raleigh before any changes are made by IA
- 1.3 IA must notify Raleigh as soon as possible of any delay, difficulty or changes that might affect implementation of the project and / or adherence to the work plan (Annex 5)
- 1.4 Any unspent balance of funding on the project's contracted end date must be refunded to Raleigh within 30 days
- 1.5 In the event IA fails to comply with any of the terms of this partnership agreement, Raleigh may recover all or part of the funding paid to IA
- 1.6 IA confirms that it has reviewed the DFID AGA (Annex 1) and agrees to perform and assume as part of its obligations under this partnership agreement Raleigh's obligations and risks under the DFID AGA (Annex 1) insofar as the same relate to the performance of IA's obligations under this partnership agreement.
- 1.7 IA shall indemnify and keep indemnified Raleigh against all actions proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever (excluding consequential losses which shall not include any amounts that Raleigh is liable to pay DFID under the DFID AGA (Annex 1)) in respect of or in connection with:
  - 1.7.1 any damage to property, real or personal;
  - 1.7.2 any infringement of the intellectual property of Raleigh, DFID or a third party;  
or
  - 1.7.3 injury to persons, including injury resulting in death;to the extent that the same is caused by any breach by IA of any terms of this partnership agreement or any negligence or other act, omission or default on the part of IA or any of its servants, agents, employees or subcontractors except insofar as the same shall be due to any act, default or omission of Raleigh its servants, agents, employees or subcontractors (excluding IA).
- 1.8 The Contracts (Rights of Third Parties) Act 1999 (the "Act") shall not apply to this Agreement and no person other than the parties to this Agreement (which term shall for the purposes of this Clause include all permitted assignees or transferees or successors in title) shall have any rights under the Act, nor shall this Agreement be enforceable under the Act by any person other than the parties to it.

- 1.9 This Agreement will be governed by, and construed in accordance with, the laws of England and Wales and shall, subject to Clause 10 be subject to the exclusive jurisdiction of the Courts of England and Wales.

## **2 Disbursement of funds**

- 2.1 Raleigh will disburse funding to IA on a quarterly basis according to the forecast laid out in the approved project budget (Annex 4) or, should there be changes to the project budget during the life of the grant, the most recent version approved by DFID
- 2.2 Funds will be transferred by Raleigh into IA's bank account, details of which are laid out in Schedule 2 of this agreement. The approximate dates by which funds will be transferred to IA by Raleigh are laid out in Schedule 3
- 2.3 IA should endeavour to utilise the full amount of funding it receives from Raleigh each quarter. Should IA hold a balance of funds at the end of any given quarter, Raleigh will deduct the corresponding amount from the next quarterly disbursement unless an explanation and justification for later execution is provided
- 2.4 Within five days following the end of each month, IA must submit to Raleigh a financial report detailing actual expenditure incurred that quarter against the approved project budget, listing out each individual transaction made during that period. Annex 4 contains the template to be used.
- 2.5 Within five days following the end of each quarter, IA must submit to Raleigh a financial forecast detailing anticipated expenditure in the subsequent quarter against the approved project budget. This will be used as a basis against which the quarterly fund transfer to IA by RI is made. Annex 4 contains the template to be used.
- 2.6 Provision of funding from Raleigh to IA will be subject to the continuing availability and receipt by Raleigh of funding from DFID
- 2.7 Raleigh can withhold payment of all or any part of the grant if there is any breach by IA of the terms or conditions of this agreement, if performance of the parts of the project delivered by IA is significantly below Raleigh expectations, or if misleading or inaccurate information is furnished to Raleigh by IA in project reports or other documentation

## **3 Co-financing**

- 3.1 Raleigh agrees to lead on securing the 25% budget co-financing required to implement the project in full
- 3.2 IA agrees to support Raleigh in securing the co-financing, including sharing details of donors that may be engaged and making introductions

## **4 Reporting, Monitoring and Evaluation**

- 4.1 IA agrees to make key staff available to attend the project inception meeting in Tanzania in May 2018

- 4.2 IA agrees to develop the DevCheck platform and app in line with the timeframes set out in the project implementation schedule and agrees to maintain these in good working order for at least the duration of the project
- 4.3 IA agrees to provide quarterly and annual narrative reports to Raleigh as specified in Schedule 3 of this agreement and against the stated deadlines. The format of reports will be as per the templates in Annexes 6 and 7
- 4.4 IA agrees to upload the relevant financial data to the IATI Data Standard on a quarterly basis within 30 days of the end of each previous quarter
- 4.5 IA agrees to support project evaluations by providing Raleigh and / or external consultant(s) with access to any required resources or documentation and responding to requests for information
- 4.6 IA agrees to make key staff available to undertake annual project visits to Tanzania to support the development of one learning paper per annum, which will be submitted to Raleigh no later than one month after completion of the visit
- 4.7 IA agrees that all staff costed into the project budget will maintain timesheets using the template in Annex 8 and submit these to Raleigh on a monthly basis against the deadlines set out in Schedule 3
- 4.8 IA agrees to participate in annual project review meetings hosted by Raleigh at its head office

## **5 Accounting Records and Audit**

- 5.1 Proper and up to date accounting records should be kept by IA for the project. All tickets for travel, invoices, receipts and other forms of evidence of expenditure must be kept and copied to Raleigh on request
- 5.2 The project may be audited by Raleigh or DFID. IA agrees to give full access to accounting records at any time they are requested for audit purposes for the duration of the project and up to 5 full years following the completion of the project.

## **6 Assets and procurement**

- 6.1 For goods, services and supplies (including capital items) costing more than GBP £200, at least 3 quotes should be obtained. Documentation should be maintained that explains the rationale behind choosing the supplier (see Annex 9 for Raleigh's procurement policy)
- 6.2 IA will maintain an asset register of all purchases, use and disposal of them using the template in Annex 10. In line with DFID expectations, IA will conduct checks on assets and provide an updated asset register to Raleigh at least annually
- 6.3 IA will manage the risk of assets being lost, stolen, damaged or destroyed under its own policies and procedures, and will cover the cost of repairing or replacing them
- 6.4 DFID will retain ownership of all assets until ownership transfer or asset disposal is agreed in writing. Raleigh will lead on seeking approval for transfer or disposal once the contract end date has passed

**7 Visibility and branding**

- 7.1 IA agrees to follow DFID's branding guidance, acknowledge DFID's funding in written and verbal communications about activities related to the project, and to use, where appropriate, DFID's "UK aid - from the British people" logo unless otherwise agreed in advance
- 7.2 IA agrees to recognise Raleigh as the project lead and to use the Raleigh logo in any external materials and publications subject to approval by Raleigh.
- 7.3 All content for external communications should be developed in collaboration and authorised by Raleigh prior to publication
- 7.4 All project assets should be branded with DFID, Raleigh and IA logos as appropriate

**8 IA's Responsibilities**

- 8.1 IA must ensure that all parts of the project for which they are responsible are implemented as per the most recent approved project proposal, budget, logframe and implementation schedule (see Annexes 2 - 5)
- 8.2 IA must ensure that, to the best of its abilities, activities are undertaken within the agreed timeframe to avoid delays in project implementation and ensure the timely release of funds
- 8.3 IA must complete the reporting requirements specified in sections 2 and 4 of this agreement in line with the reporting schedule set out in Schedule 3 and using the templates in Annexes 4, 6, 7 and 8
- 8.4 IA shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK
- 8.5 IA shall comply with its obligations under the Data Protection Act 1998 and the General Data Protection Regulations and any successor law or regulation.
- 8.6 IA acknowledges that DFID is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 together with any subordinate legislation, guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department. IA shall facilitate, in relation to its obligations under this Agreement, Raleigh's compliance with its information disclosure requirements in the manner provided for in the DFID AGA
- 8.7 IA shall adhere to the principles and commitments of Raleigh's Safeguarding Policy and Procedures (Annex 11)

**9 Raleigh's Responsibilities**

- 9.1 Raleigh is responsible for the overall completion of the project, on time and within budget
- 9.2 Raleigh is committed to a partnership approach in the management of the grant funding provided by DFID to Raleigh for the project. Raleigh will endeavour to support IA wherever it considers it reasonably practicable and possible to ensure that the project purpose and objectives are met
- 9.3 Raleigh will seek to support the capacity building of IA as an organisation, wherever it considers it is feasible and appropriate
- 9.4 Raleigh will endeavour to provide timely flow of project funds to IA according to agreed timeframes and milestones
- 9.5 Raleigh will liaise with DFID on all matters related to the project and be responsible for complying with relevant DFID reporting guidelines

## 10 Dispute resolution

- 10.1 Any disputes shall be notified in writing to the Chief Executives of both partners who will meet within 10 Business Days of such notice and attempt to resolve the dispute during the course of that meeting.
- 10.2 If such dispute is not resolved during such meeting, it shall be referred to the respective Chairman of the partners who shall resolve the dispute within 10 Business Days.
- 10.3 Nothing in this clause shall restrict the right of either partner to seek injunctive relief or specific performance in respect of a breach of this Agreement.

## 11 Termination

- 11.1 This Agreement will terminate on 30<sup>th</sup> March 2022 unless terminated earlier in accordance with its terms.
- 11.2 Notwithstanding any provisions in this Agreement, Raleigh may terminate this Agreement with immediate effect if any of the following occur:
  - a) IA fails to comply or is in material breach of any provision of this Agreement or causes Raleigh to be in breach of any provisions of the DFID Grant Agreement;
  - b) IA goes into liquidation, administration or similar process, is dissolved or enters into any arrangement with its creditors;
  - c) IA assigns or transfers or purports to assign or transfer or causes to be assigned or transferred any interest in this Agreement or any part, share or interest therein;
  - d) in the event that the project ceases to be pursued for any reason other than by way of successful completion;
  - e) that IA uses the funds provided under this Agreement or any other DFID funds for any purpose other than the purpose provided for;






- f) an event occurs which materially effects or has the potential to materially effect the completion of the project;
- g) IA acts in a way that Raleigh reasonably regards as bringing, or does bring, Raleigh into disrepute; or
- h) on termination of the DFID Grant Agreement.


**Acceptance of and agreement to this partnership agreement:**

**Raleigh International Trust**

Signature:  ..... Date: 1st April 2018 .....

Name: Stacey Adams ..... Position in organisation: CEO .....

**Integrity Action**

Signature :  ..... Date: 01/04/2018 .....

Name: Jasmina Haynes ..... Position in organisation: CEO .....



## SCHEDULES

1. Amounts payable in each year are as follows, in GBP:

Year	Period		Amount (GBP)
	From	To	
Year 1	1 <sup>st</sup> April 2018	30 <sup>th</sup> March 2019	£100,522.04
Year 2	1 <sup>st</sup> April 2019	30 <sup>th</sup> March 2020	£28,958.66
Year 3	1 <sup>st</sup> April 2020	30 <sup>th</sup> March 2021	£28,765.95
Year 4	1 <sup>st</sup> April 2021	30 <sup>th</sup> March 2022	£23,284.66
<b>Total</b>			<b>£181,531.31</b>

2. Details of IA's bank account

Name of account holder	Integrity Action
Account number	50149810
Bank name	HSBC UK
Bank address	8 Canada Square London E14 5HQ
Bic Code	HBUKGB4B
IBAN	GB47HBUK40116050149810
Sort code	40 11 60

3. Approximate schedule of fund transfers\*

Period	Deadline for submission of claim to DFID by Raleigh	Estimated date of payment	
		From DFID to Raleigh	From Raleigh to IA
Q1 (April - June)	19 <sup>th</sup> April	15 <sup>th</sup> May	29 <sup>th</sup> May
Q2 (July - September)	19 <sup>th</sup> July	15 <sup>th</sup> August	29 <sup>th</sup> August
Q3 (October - December)	19 <sup>th</sup> October	15 <sup>th</sup> November	29 <sup>th</sup> November
Q4 January - March)	18 <sup>th</sup> January	15 <sup>th</sup> February	1 <sup>st</sup> March

\*NB date of payment from DFID to Raleigh is not guaranteed; therefore, date of payment from Raleigh to IA is also approximate, not guaranteed

4. Reporting to Raleigh by IA is due as specified in the table below

Nature of report	Notes	Period covered	Frequency	Deadline
Expenditure report	Detailing expenditure at the transaction level	1 <sup>st</sup> - 28 <sup>th</sup> / 30 <sup>th</sup> / 31 <sup>st</sup> each month	Monthly	5 <sup>th</sup> of each month
Financial forecast	Detailing anticipated quarterly expenditure (which forms the basis of fund requests)	January - March April - June July - September October - December	Quarterly	TBC
Quarterly narrative report	Detailing progress, challenges, beneficiary numbers and planned activities	January - March April - June July - September October - December	Quarterly	TBC
Timesheets	Detailing time spent on SAY activities each month	1 <sup>st</sup> - 28 <sup>th</sup> / 30 <sup>th</sup> / 31 <sup>st</sup> each month	Monthly	Last working day of each month
Annual narrative report	Detailing progress against deliverables and performance against indicators	1 <sup>st</sup> April - 30 <sup>th</sup> March	Annual	TBC
Annual financial report	Detailing spend against annual budget and explanations for variances	1 <sup>st</sup> April - 30 <sup>th</sup> March	Annual	TBC
IATI reporting	Upload of quarterly financial data	January - March April - June July - September October - December	Quarterly	30 <sup>th</sup> April 31 <sup>st</sup> July 31 <sup>st</sup> October 31 <sup>st</sup> January

5. Reporting to DFID by Raleigh is due as specified in the table below

Nature of report	Details	Period covered	Frequency	Deadline
Expenditure report	Detailing expenditure at the transaction level	January - March	Quarterly	19 <sup>th</sup> April
Financial forecast	Detailing anticipated quarterly expenditure (which forms the basis of fund requests)	April - June		19 <sup>th</sup> July
Quarterly narrative report	Detailing progress, challenges, beneficiary numbers and planned activities	July - September		19 <sup>th</sup> October
IATI reporting	Upload of quarterly financial data	October - December		18 <sup>th</sup> January
Annual financial report	Detailing expenditure against budget at the transaction level (covering financial year)	1 <sup>st</sup> April - 30 <sup>th</sup> March	Annual	(NB - narrative report for Y1 Q1 due 16 <sup>th</sup> May 2018)
Annual narrative report	Detailing progress against deliverables and performance against indicators	1 <sup>st</sup> April - 30 <sup>th</sup> March	Annual	30 <sup>th</sup> April 31 <sup>st</sup> July 31 <sup>st</sup> October 31 <sup>st</sup> January
Case studies	Material for use in case studies - details TBC, from year 2 onwards	1 <sup>st</sup> April - 30 <sup>th</sup> March	Annual	30 <sup>th</sup> April 2018 / 2019 / 2020 / 2021
Final financial report	Detailing expenditure against budget at the transaction level (covering financial year)	1 <sup>st</sup> April 2018 - 30 <sup>th</sup> March 2022	Once	30 <sup>th</sup> April 2019 / 2020 / 2021
Final narrative report	Detailing progress against deliverables and performance against indicators	1 <sup>st</sup> April 2018 - 30 <sup>th</sup> March 2022 (with particular reference Y4)	Once	30 <sup>th</sup> June 2022
Final evaluation	Detailing project impact	1 <sup>st</sup> April 2018 - 30 <sup>th</sup> March 2022	Once	30 <sup>th</sup> June 2022

**ANNEXES**

The annexes listed below are attached to this agreement.

<b>Annex</b>	<b>Document</b>
1	Accountable Grant Agreement (DFID and Raleigh)
2	Project proposal
3	Log frame
4	IA budget, forecast and spend reporting template
5	Work plan
6	Quarterly narrative reporting template
7	Annual narrative reporting template
8	Timesheet template and staff LOE tracker
9	Raleigh procurement policy
10	Asset register template
11	Raleigh Safeguarding Policy and Procedures