

UK Aid Connect Implementation Phase Grant Agreement

Between Restless Development and Integrity Action

13 August 2019

DfID Project Name: Civil Society Unleashed: A Model for Youth & Community Driven Change

DfID Project Number: 300055 -109

13 August 2019

Annexes

- Annex 1 – the DfID Grant Agreement
- Annex 2 – the implementation workplan
- Annex 3 – the consolidated budget
- Annex 4 – the Programme Summary
- Annex 5 – the Quarterly Reporting Timeline

Preamble

1. This Agreement is entered by Restless Development (hereafter referred to as 'Restless Development') and Integrity Action (hereafter referred to as 'the Partner') as a deed on the date above. It defines the rights and responsibilities of Restless Development and Integrity Action in relation to the delivery of the Implementation Phase of the UK Aid Connect Programme, 'Civil Society Unleashed: A Model for Youth & Community Driven Change' (hereafter referred to as 'the Project'), funded by the UK Department for International Development (hereafter referred to as 'DfID').
2. Restless Development has entered into a Grant Agreement with DfID on the terms set out in Annex 1 (the "**DfID Grant Agreement**") with a view to delivering the Project.
3. Restless Development is the lead for "The Development Alternative Consortium" (hereinafter referred to as the "Consortium"), which will consist of Restless Development, the Partner, and other partners who have been appointed by Restless Development to cooperate with Restless Development in order to deliver the Project.

Jaynes

1
PCM

4. This Agreement sets out the terms upon which the Partner will provide work in connection with the Project.
5. As well as assuming the obligations set out in this Agreement, the Partner has agreed to comply with the terms of the DfID Grant Agreement to the extent that it applies to the Deliverables as set forth in Annex 2 (hereinafter referred to as the 'Deliverables') being provided by it under this Agreement, and will work together with Restless Development in good faith to seek to deliver the services required by DfID under the DfID Grant Agreement, as further set out in Clause 75 and summarised in our overall Programme Summary (Annex 4).
6. This Agreement specifically sets out the Partner's role and responsibilities in accordance with any binding call-off requests issued by Restless Development to the Partner in accordance with the Workplan document set out in Annex 2. For the avoidance of doubt, "call-off requests" are opportunities for Restless Development to fine tune the Partner's delivery and vary tasks as appropriate in line with the adaptive nature of the Grant. Any call-off requests shall be issued in consultation with the Partner.
7. It is understood and acknowledged by the parties that some or all of the Deliverables will be finalised after the term of this Agreement following the end of the Implementation period.

In this Agreement:

8. The headings are for convenience only and shall be ignored in construing the provisions hereof.
9. Any reference to a statutory provision shall be construed as a reference to that provision as amended, reenacted, or consolidated or extended or as its application is modified by other provisions from time to time.
10. In this Agreement a "party" is one of the parties to this Agreement and "parties" is both of them.
11. In the event of any inconsistency or conflict between any of the clauses of this Agreement and the Annexes, the clauses of this Agreement shall take priority.
12. Nothing in this Agreement shall create between the parties any partnership, joint venture or establish the Partner as an agent in law of Restless Development.

Duration of the Agreement

13. The duration of the Agreement is from the date of signing, until one year after transfer of the final instalment of the grant payment paid by Restless Development to the Partner out of funds that Restless Development receives under the DfID Grant Agreement (the "DfID Funds"), or until all terms and conditions of this Grant Agreement, including reporting requirements are completed, whichever is the later date; unless terminated earlier pursuant to Clauses 103-105 of this Agreement.

Due Diligence:

14. The parties to the Agreement agree to comply with DfID's standards regarding: Safeguarding, Fraud, Bribery, Audit, Financial Management, Governance, and Project delivery, as outlined in the DfID Grant Agreement (see Annex 1).

15. Due diligence assessments will be shared by Restless Development with DfID, upon request, and will determine, relative to project risk:

- the reliability, integrity and efficiency of The Partner's controls, systems and processes including compliance with relevant legislation, regulations, rules, policies and procedures;
- whether The Partner can successfully deliver the relevant outputs based on its processes, past experience and whether they have sufficient staff capacity and capability available;
- the Partner's ability to correctly manage and account for aid monies and assets as well as its financial health, and;
- where appropriate, whether The Partner has sufficient capacity and capability to properly monitor and control Downstream Partners (as defined below).

16. The Partner acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the information supplied to it by Restless Development as to the nature, completeness and quality of all Deliverables requested or to be called off by Restless Development throughout the duration of this Agreement and its ability to deliver these to the reasonable satisfaction of Restless Development.

Partner's Supply of the Deliverables

17. In consideration of payment of DfID Funds by Restless Development to the Partner in accordance with this Agreement, the Partner shall supply the Deliverables as further requested by Restless Development and in accordance with Restless Development's requirements within the framework set out in the Workplan document (see Annex 2).

Disbursement and Use of DfID Funds, Procurement, and Ownership of Assets

18. Restless Development will be the direct recipient of funds from DfID. Restless Development will transfer DfID Funds to the Partner on a quarterly basis in accordance with the Consolidated Budget (see Annex 3) on a pre-payment basis (the "Advance Payments"); provided that Restless Development has received the DfID Funds and the conditions in Clause 20 of this Agreement have been met. Restless Development will not underwrite any spend by the Partner prior to receipt of the first disbursement of funds from Restless Development by the Partner.
19. Funds amounting to a total of £636,701 for the period 1 August 2019 to 31 October 2022 will be transferred to the Partner on a quarterly basis according to the budget shown in Annex 3. Payment will be made on a pre-payment basis per quarter ("Advance Payments"), as per Restless Development's agreement with DfID and not until funds have been paid to Restless Development in full by DfID.
20. Transfer of DfID Funds will be contingent upon the satisfactory completion by the Partner of the following:
 - Delivery of agreed-upon Deliverables, outcomes and outputs in accordance with the Workplan document in Annex 2;
 - Attendance at Consortium meetings and activities as pertains to the partners role - including all Working group and Steering Committee meetings, and workshops and review meetings as per the Consortium's workplan.
 - Submission of satisfactory monthly and quarterly performance and financial reports, and quarterly re-forecasts using DfID's reporting template to be provided to partners by Restless Development; and against the workplan agreed upon by Restless Development and the Partner during the Inception phase of Implementation.
21. Payment of DfID Funds will be made to the bank account details provided by the Partner. Where it is found that any overpayment or erroneous payment has been made by Restless Development, the Partner shall reimburse to Restless Development the additional or erroneous amount within 30 days of receiving notification of overpayment or erroneous payment in writing from Restless Development. Restless Development may also reduce future disbursements to the Partner if such additional or erroneous amounts have not been returned pursuant to Clause 22.
22. Any unused funds should be returned to Restless Development immediately upon demand at quarterly re-forecast moments and / or end of payment period.

23. All DfID Funds transferred to the Partner shall be used exclusively for the Project. DfID Funds will not be used to meet the costs of any other expenditure, in particular (but non-exhaustively) those items in the list below. This list does not override activities which are deemed eligible and explicitly agreed as Deliverables pursuant to this Agreement:

- lobbying the UK government, i.e. activities which aim to influence or attempt to influence Parliament, UK government or political activity, or UK legislative or regulatory action;
- activities which directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
- to petition the UK Government for additional funding;
- input VAT reclaimable by the grant recipient from HMRC;
- activities which may lead to civil unrest;
- activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sexual orientation, pregnancy and maternity, religion or belief;
- interest payments or service charge payments for finance leases;
- gifts;
- statutory fines, criminal fines or penalties;
- payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
- activities in breach of EU legislation on State Aid;
- bad debts to related parties;
- payments for unfair dismissal or other compensation;
- to replace or refund any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds.

24. DfID Smart Rules provide further details on how aid funds can and cannot be spent. In case of any doubt, the Partner should consult DfID via Restless Development in advance. Smart Rules are available online:

<https://www.gov.uk/government/publications/DfID-smart-rules-better-programme-delivery>.

25. DfID Funds must be separately accounted for by the Partner and therefore readily identifiable at all times unless explicitly agreed otherwise in writing by Restless Development. The Partner will be responsible for reporting against the agreed budget on a monthly basis and forecasting their expenditure quarterly prior to receiving the cash advances. The following rules apply to the Partner's use of DfID Funds:

Jay/14

- a. DfID Funds may only be used for reasonable, approved, and documented expenditures as identified in the Budget and incurred during the term of this Agreement;
 - b. DfID Funds may be used for VAT paid and not recoverable by the Partner only when the Partner can prove that VAT is not recoverable;
 - c. The Partner will be liable for any expenditure deemed ineligible and hereby agrees to repay to Restless Development immediately upon demand any portion of the DfID Funds which are deemed ineligible pursuant to the Finance Guidelines or as a result of a Restless Development or a DfID audit of the Project or for any other reason;
 - d. The Partner should retain all supporting evidence including receipts and reports in an agreed format should these be required by an audit.
26. The Partner will immediately notify Restless Development of any delay, obstruction or event which interferes with or threatens to interfere with its performance in accordance with this Agreement. This includes any delay, obstruction or event which damages or is capable of damaging the reputation or integrity of Restless Development, DfID or that of the Project.
27. The Partner will ensure that any procurement using DfID Funds adheres to international best practice and applicable regulations, is transparent, fair and open and is designed to achieve value for money, including but not limited to the processes listed in DfID's smart rules. Where the Partner does not have the skills or capacity to carry out high value procurement (>£100k), the DfID approved procurement supplier should be used.
28. Records of all procurement activity including but not restricted to costs, volumes, suppliers, value for money, savings and efficiencies must be kept by the Partner and made available to Restless Development upon request. Restless Development reserves the right to assess the procurement capacity and capability of the Partner at any time.
29. The Partner is responsible for monitoring and managing any exchange rate fluctuations across the life of the Project. Restless Development will not reimburse any partners for exchange rate losses. In the case of adverse movements in exchange or inflation rates, Restless Development in liaison with the Partner will consider a range of options including re-assessing the outcomes/deliverables of the funded activities and/or seeking additional budget through dialogue with DfID. Any significant exchange rate gains will be discussed between Restless Development and the Partner. If agreement cannot be reached between the Parties, this matter will be referred to DfID.
30. All digital spend related to this Agreement will be carried out in a manner consistent with DfID's Principles for Digital Development.

31. The Partner will notify the DfID programme team via Restless Development of any proposed digital spend prior to carrying out any digital activities. DfID will then engage Restless Development and the Partner to complete the Digital Spend Proposition Form. The DfID programme team will seek final approval from DfID's Digital Team.
32. DfID considers equipment and supplies purchased in part or fully from DfID Funds as Project assets if they have a useful life of more than one year; and either (1) the purchase price or development cost of an individual asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items that are mobile and considered attractive (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, food, pharmaceutical products, relief packs, etc.) with a combined purchase price or development cost in excess of £500 or equivalent in local currency.
33. Assets & equipment purchased by the Partner as part of the approved partner budget shall become property of the Partner.
34. Assets & equipment purchased on behalf of the entire Consortium, including the digital platform for the Development Alternative, shall become the property of Restless Development.
35. The Partner will establish and maintain an inventory of all such assets.

Limitation of Liability

36. DfID will not be responsible for the activities of the Partner or any subcontractor ("Downstream Partner(s)") appointed by the Partner in connection with this Agreement, nor will DfID be responsible for any costs incurred by the Partner or its Downstream Partner(s) in terminating their engagement or the engagement of any other person, company or organisation.
37. Restless Development will not be responsible for the activities of any sub-contractor ("Downstream Partner(s)") appointed by the Partner in connection with this Agreement, nor will Restless Development be responsible for any costs incurred by the Partner or its Downstream Partner(s) in terminating their engagement or the engagement of any other person, company or organisation.
38. To the extent permitted by law Restless Development excludes all responsibility and liability for the activities undertaken by the Partner in relation to the Agreement, the delivery of which the Partner acknowledges is its sole responsibility. The Partner shall indemnify and keep Restless Development (or any officer, director, employee, or contractor of Restless Development) fully indemnified:

Jayna

- in respect of any damages, losses, expenses and cost suffered by any third party which are the subject of any claim against Restless Development (or any officer, director, employee, or contractor of Restless Development) and which are directly related to the provision of the Deliverables to the extent not caused or contributed to by any act of gross negligence or wilful misconduct by Restless Development.
- in respect of any act or omission of any Downstream Partner appointed by the Partner to assist it in the Partner's discharge of its obligations under this Agreement.

39. The aggregate liability of the Partner to Restless Development (whether arising in contract, tort (including negligence) or otherwise) for losses arising out of, or in connection with, a Partner's breach of this Agreement shall not exceed the limit of £5 million.

40. For the avoidance of doubt a loss arising as a result of a breach of this Agreement shall include reasonable costs and expenses of obtaining an alternative provider to fulfil the obligations and the costs of delivering the Services that were to be fulfilled or delivered by the Partner.

41. To the extent permitted by law, the Partner excludes all responsibility and liability for the activities undertaken by Restless Development in relation to the Project. Notwithstanding Clause 42, Restless Development shall indemnify and keep the Partner fully indemnified in respect of any claims made by any third party against the Partner which arise as a consequence of:

- a breach by Restless Development of the DfID Grant Agreement

to the extent not caused or contributed to by any act of gross negligence or willful misconduct of the Partner.

42. Subject to Clause 45, the aggregate liability of Restless Development to the Partner (whether arising in contract, tort (including negligence) or otherwise) for loss arising out of, or in connection with, a breach of this Agreement shall not exceed the amounts payable to the Partner in respect of the payments made by Restless Development to the Partner under this Agreement.

43. Subject to Clause 45, neither party shall be liable to the other party (whether such liability arises in contract, tort (including negligence) or otherwise) for any loss of profit, loss of or damage to data, loss of anticipated savings or interest, or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

44. The Partner will maintain suitable public and employer's liability and professional indemnity insurance in respect of the activities undertaken by it pursuant to this Agreement and will provide copies of such insurance to Restless Development upon request.

45. Nothing in this Agreement shall limit or exclude the liability of either party for fraud and/or fraudulent misrepresentation or death or personal injury caused by the negligence of the party seeking to rely on the exclusion or limitation. This clause shall survive termination of this Agreement for whatever reason.

Aid Diversion

46. Aid Diversion is any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents funds being directed to the aid outcomes or recipients intended.

47. The Partner will immediately and without undue delay inform Restless Development of any event which interferes or threatens to materially interfere with its performance under this Agreement, whether financed in full or in part by DfID, including credible suspicions of, or actual Aid Diversion. The Partner should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided.

48. Upon receipt of any such notification, Restless Development will immediately contact DfID's Counter Fraud Section at reportingconcerns@DfID.gov.uk or +44 (0)1355 843747. All information will be treated with the utmost confidentiality. Information can also be reported directly to the DfID programme team managing where appropriate; this will be immediately passed on to DfID's Counter Fraud Section.

49. The Partner has a zero-tolerance approach towards Aid Diversion, including any associated inappropriate behaviour. The Partner will fully cooperate with investigations into such events, whether led by DfID or Restless Development.

50. Notwithstanding any provisions in this Agreement or other contractual requirements, DfID – via Restless Development - may recover from the Partner all or part of the funds paid under this Agreement in the event of actual or suspected Aid Diversion.

51. Consistent with local and international legislation and applicable United Nations Security Council resolutions, the Partner is firmly committed to the international fight against terrorism. It is DfID's policy to seek to ensure that none of its resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism and that DfID staff and its programmes activity are compliant with counter terrorist financing legislation. In accordance with this policy, the Partner is

expected to make themselves aware of, and comply with their obligations under the relevant counter terrorist financing legislation.

52. The Partner will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:

- **HM Treasury's Office of Financial Sanctions Implementation** – Financial sanctions: consolidated list of targets
- **UK Home Office** – Proscribed terrorist groups or organisations
- **European Union** – Consolidated list of sanctions
- **United Nations** – United Nations Security Council Sanctions List
- **World Bank** – World Bank Listing of Ineligible Firms & Individuals

Information and data protection obligations

53. The Partner acknowledges that DfID is subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the General Data Protection Regulation (GDPR) (EU) 2016/679, the Data Protection Act 2018 (DPA), subordinate legislation and guidance and codes of practice issued by the Information Commissioner and relevant Government Departments.

54. The Partner acknowledges that Restless Development may be obliged to cooperate with DfID in the event that DfID receives any request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or a subject access request under the DPA and the GDPR. In such event, the Partner will provide all necessary assistance and cooperation as reasonably requested by Restless Development to enable DfID to comply with its requirements under the foregoing legislation.

55. The Partner will perform its obligations under this Agreement in such a way as to protect the personal information of individuals.

Cyber security

56. Cyber security is the protection of systems, networks and data to prevent cybercrime. The Partner is responsible for managing cyber security risk under its own policies and procedures.

Obligations



Restless Development:

57. Restless Development shall pay the Partner in respect of the Deliverables; provided that the Partner has provided to Restless Development all supporting evidence required under the DfID Grant Agreement including receipts and reports in an agreed format and per the reporting timeline (See Annex 5).
58. Restless Development will continue to seek payments in advance from DfID and endeavour to make payments in advance to the Partner in respect of Services expected to be provided by the Partner during the quarters specified in the attached budget on the following basis:
- Provided the Partner is not in breach of this agreement and provides Restless Development in a timely manner all necessary information and forecasts in respect of its activities in respect of the following period, Restless Development will use its reasonable commercial endeavours to recover from DfID Quarterly payments in advance; such that the Partner is funded in respect of the activities it has informed Restless Development of for the following quarter.
59. Restless Development shall not be obliged to seek advance payments from DfID or make any Advance Payment to the Partner where such payment would exceed the maximum amount of future payments in respect of completed Project outputs that the Partner could reasonably be expected to receive based on the Partner's performance and expected future performance against agreed outcomes.
60. Restless Development may set off the amount of any payments received by Restless Development from DfID in respect of completed Programme outputs or in relation to any liability owing by the Partner to Restless Development against any Advance Payment made to the Partner. Any exercise by Restless Development of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
61. Where the Partner claims an entitlement under this Agreement in respect of which Restless Development has an equivalent entitlement under the DfID Grant Agreement (the "Partner Claim") or where DfID makes a claim against Restless Development in connection with an obligation or liability of the Partner under this Agreement (the "DfID Claim"), Restless Development shall use its reasonable commercial endeavours to pursue the Partner Claim or, as the case may be, defend and challenge the DfID Claim under or in connection with the DfID Grant Agreement. Restless Development shall keep the Partner informed as to the progress of, and shall consult with the Partner regarding any proposal to compromise, the Partner Claim or DfID Claim. Restless Development shall

not make any compromise or admission regarding the Partner Claim or DfID Claim without first obtaining the Partner's consent, such consent not to be unreasonably withheld or delayed and taking account of the terms of the DfID Grant Agreement. The Partner shall provide Restless Development, at the Partner's own cost, with such assistance as Restless Development may reasonably require in relation to the Partner Claim or DfID Claim.

62. As Consortium lead, Restless Development will ensure compliance with all of DfID's standards and contractual commitments, including narrative and financial reporting, by all Consortium partners as laid out in DfID's Grant Agreement for the Project.
63. As Consortium lead, Restless Development will lead all formal communications with DfID on behalf of the Development Alternative Consortium. All formal communications to DfID on behalf of the Development Alternative regarding the Project should be approved by Restless Development prior to sending to DfID.
64. As Consortium lead, Restless Development will manage all formal communications with media on behalf of the Consortium. All communications to media regarding the Consortium and the Project should be approved by Restless Development in advance.
65. Restless Development shall ensure the delivery of the following products for full implementation of the Project to DfID, no later than 18 calendar months following the signature of the DfID Grant Agreement:
 - A tested prototype Model for Change in 2 countries
 - Delivery against Results Framework targets
 - All quarterly narrative and Financial Reports
66. Restless Development shall lead and manage the Consortium governance structures - including the Working Group, Steering Committee, and technical work streams.

The Partner:

67. The Partner is solely accountable for compliance with the provisions of this Agreement including where the Partner engages any Downstream Partner(s). The Partner will reflect the provisions of this Agreement as necessary in any agreement(s) with any Downstream Partner(s) to ensure both the Partner and Downstream Partner(s) are compliant with the provisions of this Agreement.

68. The Partner will be accountable for the appropriate use of DfID Funds, management of risk and delivery of project outputs and outcomes, including any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients.
69. The Partner undertakes to deliver the Deliverables in accordance with the terms of this Agreement and the DfID Grant Agreement with reasonable skill and care and in accordance with best industry practice.
70. The Partner will comply with the provisions of the DfID Grant Agreement that apply to the Deliverables as if the Partner were a direct party to the DfID Grant Agreement. The terms of the DfID Grant Agreement are hereby incorporated into this Agreement in so far as they apply to the Deliverables.
71. Restless Development will be entitled to enforce the provisions of the DfID Grant Agreement incorporated into this Agreement, in so far as they apply to the Partner as if Restless Development were DfID.
72. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
73. Where there is any conflict or inconsistency between the provisions of the DfID Grant Agreement and this Agreement, the provisions of this Agreement will prevail.
74. The Partner recognises that Restless Development is a charity registered in England and Wales. As such Restless Development has certain obligations imposed on it by law and its governing documents. The Partner will not do anything which compromises Restless Development's charitable status and values.
75. Specifically the Partner agrees to:
 - submit timely, quality, programme narrative and financial reports at monthly / quarterly intervals as requested by Restless Development and/or DfID;
 - actively participate as required in Consortium Working Group and Steering Committees, including attendance at quarterly meetings and ad-hoc as requested by Restless Development;
 - deliver against workplans for the Implementation phase of this programme – both via work-stream plans and to track and re-forecast expenditure and progress against activities that fall outside of work-stream activities against the agreed Implementation budget (attached). This work-plan is to be reviewed quarterly in line with DfID's reporting deadlines;
 - contribute to the delivery of targets as outlined in the Consortium's results framework;

- actively contribute to and / or engage with reports from the Consortium's Safeguarding leads group, to ensure that this is maintained as a priority leadership area;
- live the Consortium's values and actively champion and drive forward its youth engagement principles in all of its work;
- contribute to strategic programme reviews, through meetings and document reviews as per the consortium work-plan;
- provide back end development of DevelopmentCheck technology;
- provide support to develop country monitoring targets and questions for DevelopmentCheck;
- provide support to integrate models, plans and tools for delivery of monitoring in 2 phase 1 countries and 6 phase 2 countries;
- provide support to develop and roll out training to Master Trainers / Youth mobilisers in 2 countries;
- provide support to programme reviews as part of test-learn-adapt cycles, in phase 1 countries and in new countries in phase 2;
- provide support to phase 2 design and dissemination of learning via influence activities;
- provide ongoing review and back-end management of DevelopmentCheck technology;
- participate as appropriate in national and global inception activities;
- provide support to developing country monitoring targets and questions for Development Check for scale activities in 2 phase 1 countries and start up in 6 new countries;
- provide support to consortium activities as appropriate through membership of the Working Group and Steering Committee;
- provide support to integrate models, plans and tools for delivery of monitoring in 6 countries.

Health and Safety

76. The Partner is responsible for all security arrangements in relation to this Agreement including the health, safety and security of any person employed or otherwise engaged as part of this Agreement, including those employed or engaged by any Downstream Partners.

77. Restless Development will not be liable for the health, safety and security of any person employed or otherwise engaged (including as volunteers) by the Partner or any of the Partner's Downstream Partners.

Safeguarding for the prevention of sexual exploitation, abuse and harassment

78. The Partner will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Agreement by its employees, its volunteers and any Downstream Partner.

79. The Partner must have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Partner will immediately contact Restless Development to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment occurring in the course of this Project. The Partner should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
80. The Partner should immediately report any credible suspicions of, or actual incidents that are not directly related to this Agreement but would be of significant impact to their partnership with DfID or the reputation of Restless Development, DfID or UK aid. For example, events that affect the governance or culture of the Partner, such as those related to senior management, must be reported.
81. Both parties will fully cooperate with investigations into such events, whether led by DfID or any of its duly authorised representatives or agents, or by Restless Development.

Transparency

82. The Partner gives consent for this Agreement (and any subsequent amendments) and associated funding information to be published on DfID's website.

Review and monitoring

83. Restless Development and Consortium leads will hold Working Group and Steering Committee review meetings every quarter for the duration of the grant. Restless Development will be responsible for organising the meetings.
84. Any concerns or challenges related to the partnerships should be raised immediately in order that the parties can address them efficiently and effectively.
85. Restless Development reserves the right to conduct spot-checks to partner premises or locations where activities funded by the project are taking place at any time during the life of the Project.

Publicity and Branding

86. Use of DfID's / Restless Development's / The Development Alternative's logo or brand in association with the Project is the responsibility of Restless Development and / or the Partner. Any materials produced in relation to the Project will comply with DfID's branding and visibility guidelines.

87. The Development Alternative brand, including logo, will be owned by Restless Development.
88. The Partner shall not make any press announcements or publicise this Agreement or the Project in any way without Restless Development's prior written approval (such approval not to be unreasonably withheld or delayed).
89. The Partner will explicitly acknowledge DfID's funding, in written and verbal communications about activities related to the funding, to the public or third parties, including in announcements, and through use, where appropriate, of DfID's "UK aid – from the British people" logo ('UK aid logo') in accordance with DfID standards for use of the UK aid logo, unless otherwise agreed in advance by DfID and in all cases subject to security and safety considerations of the Partner.
90. The Partner will collaborate with DfID and proactively look for ways to build support for development and raise awareness of DfID's funding.

Intellectual property

91. Intellectual property in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by the Partner or its personnel, members or representatives in the course of discharge of its obligations under this Agreement ("the Material") will be the property of the Partner. For the avoidance of doubt all intellectual property in the "UK aid – from the British people" logo and any other logo or trademark of DfID or Restless Development is reserved by the relevant owners subject to the following clause.
92. Save as provided in the DfID Grant Agreement nothing in this Agreement shall purport to assign or otherwise transfer any Intellectual Property Rights belonging to one party to any other party belonging to it prior to the date of this Agreement. Each party shall grant the other party a limited, royalty free, non-assignable right to use the Intellectual Property Rights belonging to it where such right is necessary to fulfil its obligations under this Agreement and the DfID Grant Agreement and solely for such purposes.
93. In signing this Agreement, the Partner hereby grants to Restless Development and to DfID a worldwide, non-exclusive irrevocable and royalty-free licence to use all the Material, where "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property therein, including the reproduction and sale of the Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.

Confidentiality

94. Subject to clauses 96 and 97, no party will use, other than for the purposes of fulfilling its obligations under this Agreement, or disclose to any third party, any Confidential Information. As used herein, the term "Confidential Information" shall refer to information that is confidential on legal, business or contractual grounds, and to sensitive personal information. The term "Disclosing Party" shall refer to the party disclosing Confidential Information. The term "Receiving Party" shall refer to the party receiving Confidential Information.
95. A Receiving Party shall only be entitled to use Confidential Information of the Disclosing Party for the purpose of exercising its rights and/or performing its obligations under this Agreement and may only disclose Confidential Information to its employees, contractors or agents to the extent required for the proper performance of this Agreement.
96. Neither party shall be bound under clause 95 with respect to Confidential Information which:
- is known to the Receiving Party before the date of this Agreement;
 - is or becomes publicly known without the fault of the Receiving Party;
 - is obtained by the Receiving Party from a third party in circumstances where the Receiving Party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
 - is approved for release in writing by an authorised representative of the Disclosing Party; or
 - the Receiving Party is required to disclose such Confidential Information by law or any regulatory requirement or by any regulatory authority, provided that the Disclosing Party is notified within 48 hours and given the opportunity to challenge the disclosure;
 - the Receiving Party discloses such confidential information solely to its financial and/or legal advisers for the purposes of obtaining professional advice on matters relating to this agreement and under conditions of confidentiality that protect Confidential Information.
97. This clause shall survive the termination of this Agreement for whatever reason.

Resolution of disputes

98. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each of the Parties hereto agrees to and submits to the exclusive jurisdiction of the courts of England and Wales for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising hereunder or relating hereto

Jay's

(hereinafter a "Dispute"), or in the event any ruling, finding or other legal determination is required or desired hereunder.

99. Before either party attempts to bring any action in the courts of England and Wales, the parties agree to try in good faith to resolve any disagreements amicably. Both parties agree that – should initial attempts to resolve the Dispute by partnership leads not be successful, the Dispute shall be referred to the respective Chairpersons of the Parties who shall meet within 10 Business Days of such referral and shall attempt in good faith to resolve the Dispute during the course of their meeting. If such meeting still fails to resolve the Dispute then either party may refer the matter to be resolved by mediation to the Centre for Effective Dispute Resolution ("CEDR") under the CEDR Model Mediation Procedure with a mediator agreed between the parties or in the absence of agreement appointed by CEDR.

Amendments

100. This Agreement may not be amended or modified except by an instrument in writing signed by the Partner and Restless Development.
101. Any amendments or modifications to this agreement must be approved in writing by Restless Development and the Partner no less than 3 calendar months before the end date of this agreement.

Termination of the agreement

102. Either party may initiate a process of termination of this Agreement for convenience by notifying the other party in writing three months before termination.
103. Restless Development may terminate the agreement with immediate effect if the Partner a) is in material breach of any of the terms and conditions of this Agreement and fails to remedy such breach within 14 days of a written request to do so; b) provides materially misleading information at any stage of the Agreement, including in narrative and financial reports; c) comes under investigation by the police or any official government or regulatory bodies; or d) becomes legally ineligible to hold the grant.
104. Notwithstanding any provisions in this Agreement or other contractual requirements, Restless Development may recover, at its sole discretion, all or part of the funds paid to the Partner under this Agreement where (i) Restless Development is entitled to terminate this Agreement and (ii) any of the following occur:

Jay's

- a) The Partner directly or through its Downstream Partners either repeatedly fails to comply with, or is in material breach of any of the provisions of this Agreement;
 - b) The Partner, at any time during this Agreement goes into liquidation, administration or other similar process, is dissolved or enters into any arrangements with its creditors;
 - c) The Partner, without the prior consent of DfID via Restless Development in writing, 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) There is a change in identity or character of the Partner (such assessment to be made at Restless Development's sole discretion exercised reasonably) including, but not limited to, through the take-over, merger, change of ownership or control of the Partner;
 - e) In the event that the Project ceases to be pursued for any reason other than by way of successful completion;
 - f) The Partner uses the funds provided under this Agreement or any other DfID Funds for any purpose other than the purposes provided for;
 - g) An event occurs which materially affects, or has the potential to materially affect, the performance of the Partner's obligations as part of this Agreement;
 - h) In the event of actual or suspected Aid Diversion;
 - i) In the event of actual or suspected sexual exploitation, abuse or harassment;
 - j) An event occurs which damages, or is capable of damaging, the reputation or integrity of Restless Development or DfID or that of the project to which this Agreement relates.
105. The Partner will return any unspent funds remaining at the end of this Agreement within 10 days of receiving a Sales Invoice from Restless Development, unless otherwise agreed by Restless Development in writing. At any time when returning funds the Partner must quote the relevant Sales Invoice reference number.
106. Restless Development shall not be obligated to pay for any expenses incurred by the Partner after the effective date of notice of termination and the Partner shall return any unspent funds unless agreed otherwise.

Jaynes

107. Upon its effective date, both parties will take all reasonable steps to preserve and protect all work produced to date. Upon termination, the Partner shall submit a final narrative and financial report in a form approved by Restless Development. Unless otherwise agreed in writing by both parties, the Partner shall return to Restless Development the assets purchased under this Agreement and the unspent balance of the funds already transferred within two weeks of termination. The Partner may not transfer any part of the grant or this agreement or any rights under it to another organisation or individual without obtaining written approval from Restless Development and DfID as part of a project delivery agreement.
108. In any event, neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 45 days, the party not affected may terminate this Agreement by giving 7 days' written notice to the affected party.

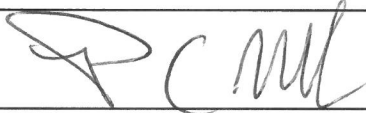
Conflict of interest

109. Neither the Partner nor any individual employed or contracted by the Partner shall engage in any personal, business, pecuniary or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.
110. Conflicts of interest are not restricted to just financial interest but include non-financial interests as well, for instance enhancement of an individual's career, education or professional reputation; access to privileged information or facilities.
111. The parties agree that all employees, volunteers, or other associates engaged in any way with the project declare any interest that they, or members of their family, may have that could give the appearance of a conflict, even where no actual conflict exists.

Signatures

112. We the undersigned agree to work to abide by the terms set out above. This Agreement places on record the understanding of the Parties and comes into operation on the date of signature below.

Signed on behalf of Restless Development:

Name:	Perry Maddox
Signature:	
Position:	CEO
Address / Contact Details :	Restless Development 4th Floor, 35-41 Lower Marsh, London, SE1 7RL perry@restlessdevelopment.org
Date:	Aug 13 2019

Signed on behalf of The Partner:

Name:	Jasmina Haynes
Signature:	
Position:	CEO
Address / Contact Details:	THE LEATHER MARKET, Unit 12.1, Weston St, London SE1 3ER
Date:	14/08/2019

This Agreement has been executed as a deed and is delivered and takes effect on the date stated above.

