Dear George Osei-Bimpeh,

I am very pleased that SEND GHANA (hereafter “You”) would like to partner with Integrity Action (hereafter “Integrity Action”).

We hereby confirm that Integrity Action will provide a grant in the amount of 220,428.89 USD (hereafter “the Grant”) to implement the project Monitoring for Financial Savings-M4FS (hereafter “the Initiative”). This Grant covers the period from 1st April 2021 to 31st March 2023.

Please return a signed copy of this letter on behalf of your organisation thereby confirming that you accept the terms and conditions of the Grant as set out in this letter (the “Agreement”).

The Grant is funded by The William and Flora Hewlett Foundation and SIDA, and is subject to changes in their current funding agreements with Integrity Action.
1. **Financial arrangements**

1.1. The total amount to be disbursed is 220,428.89 USD.

1.2. In accordance with the initiative’s Budget (Annex 2), and subject to the conditions below, the Grant will be paid as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment One</td>
<td>110,214.44 USD</td>
<td>Upon signature of this agreement</td>
</tr>
<tr>
<td>Payment Two</td>
<td>44,085.78 USD</td>
<td>On approval of mid term report (financial and narrative)</td>
</tr>
<tr>
<td>Payment Three</td>
<td>44,085.78 USD</td>
<td>On approval of final report (financial and narrative)</td>
</tr>
<tr>
<td>Payment Four</td>
<td>22,042.89 USD</td>
<td>On approval of external project audit report</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>220,428.89 USD</strong></td>
<td></td>
</tr>
</tbody>
</table>

1.3. The first payment will be made after Integrity Action has received a countersigned copy of this letter and a disbursement request.

1.4. To release the next instalment, at least 75% of the given funds from the previous instalment should have been spent. If this is not the case, the following disbursement may be delayed or adjusted, depending on future need and upon agreement by both sides.

1.5. No further disbursements will be made for any instalment that has not been accounted for.

1.6. A disbursement request must be submitted to your primary point of contact at Integrity Action. It shall be signed by an authorised representative of your organisation and include confirmation that the initiative is being implemented in accordance with the Agreement.

1.7. All disbursements will be made to the following bank account:

<table>
<thead>
<tr>
<th>Name of account holder</th>
<th>Account number</th>
<th>IBAN no</th>
<th>Name and address of bank</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
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</tbody>
</table>

1.8. You shall immediately acknowledge receipt of the funds in writing. This should include the amount received in the currency of receipt, the date of receipt and the exchange rate obtained (where applicable). A bank statement showing the receipt should be included.

1.9. Subsequent payments are conditional on timely and satisfactory financial and narrative reporting, satisfactory resolution of all issues raised by Integrity Action, and Integrity Action’s receipt of funds from the ultimate donor.
1.10. The net amount received in local currency for each of the payments above may vary due to fluctuations in exchange rates. In the event of exchange rate losses, Integrity Action cannot provide extra funds to make up for these, so please raise the issue if an exchange rate loss makes the agreed project plan unviable. Any exchange rate gains must be used for the benefit of the initiative.

2. Receipt and use of funds

2.1. You will use this Grant for the designated purposes set out in the attached Results Framework (Annex 1) and Budget (Annex 2) and in accordance with this Agreement, unless otherwise agreed in writing with Integrity Action.

2.2. You are not required to maintain a separate bank account for payments received from Integrity Action under this Agreement.

2.3. Your financial records must be kept up to date at least on a monthly basis. Bank and cash reconciliations shall be completed at least every month, and shall be documented by you.

2.4. Income and expenditures relating to the Grant must be easily identifiable and verifiable, either by using separate accounts for the Grant or by ensuring that Grant expenditure can be easily identified and traced within the general accounting and bookkeeping system. The accounts should provide details of any bank interest accrued on the Grant.

2.5. Adequate records of exchange rates used for all transactions need to be maintained and sound accounting practices used. If bank records are not available, moneychanger’s exchange receipts need to be attached for the rate to be valid.

2.6. You must include a full list of all transactions in your financial reports.

2.7. You will be responsible for the use of any funds under this Agreement transferred to a third Party.

2.8. You agree to repay, within thirty days of the end of the Grant term:
   - Any portion of the Grant funds not used as set out in the initiative’s documents and Budget;
   - A sum equal to any amounts expended in violation of the Agreement.

2.9. Repayments should be made to the following bank account:

<table>
<thead>
<tr>
<th>Name of account holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account number</td>
</tr>
<tr>
<td>IBAN no</td>
</tr>
<tr>
<td>Name and address of bank</td>
</tr>
<tr>
<td>Swift/BIC code</td>
</tr>
</tbody>
</table>

2.10. You are solely responsible for any taxes due on the Grant.

3. Reporting requirements
3.1. You agree to submit the following written reports on the designated dates:

<table>
<thead>
<tr>
<th>Type of Report</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid-term narrative and financial report</td>
<td>15th April 2022</td>
</tr>
<tr>
<td>Final narrative and financial report</td>
<td>15th April 2023</td>
</tr>
<tr>
<td>External project audit report, management letter and response</td>
<td>Four months after the completion of this grant</td>
</tr>
<tr>
<td>External organisational audit report</td>
<td>Six months after the completion of your financial year</td>
</tr>
<tr>
<td>Organisational Annual Report</td>
<td>As soon as available</td>
</tr>
</tbody>
</table>

3.2. Integrity Action agrees to provide narrative and financial reports submitted to the ultimate donor(s) of this initiative, Integrity Action’s Annual Report, and external project audit report (if conducted). Evidence of related expenditure (e.g. receipts, vouchers, etc) can be provided by Integrity Action to you upon written request. Confidential information related to some expenditure will be subject to Data Protection regulations.

3.3. In addition, both Parties agree to provide upon request full information about the progress to date of the Grant and/or a short written report suitable for submission to other grant-making bodies in support of applications for funds for the Grant or for any similar initiative.

3.4. You agree to submit a narrative and financial report in the template provided by Integrity Action, as well as to complete all sections and outputs required in the narrative and financial reports.

3.5. Integrity Action may monitor and conduct a review of operations under the Grant, which may include a visit from Integrity Action personnel or an externally contracted Party to observe your programme, discuss the programme and finances with your personnel and review financial and other records and materials connected with the activities financed by the Grant.

3.6. Both Parties agree they will make all necessary efforts to ensure that all information resulting from the initiative that is exchanged, disseminated or published is accurate and up-to-date.

3.7. You agree to answer all questions related to initiative implementation as well as narrative and financial reports in a timely manner, and within five working days.

4. **Implementation of the Grant**

4.1. The Grant shall be implemented in accordance with this Agreement, including all annexes.

4.2. During the implementation of the Grant, both Parties shall exercise the necessary diligence, efficiency and transparency in line with sound financial management and best practice principles.
4.3. Any updated implementation plan, put forward by either Party, shall be directly related to the Results Framework (Annex 1) and shall specify planned activities and outputs and time schedules for the upcoming reporting period.

4.4. If one Party requests changes to the agreed budget, an updated budget shall be provided, based on the approved Budget (Annex 2) and shall include estimated income to the Grant from all sources as well as planned expenditures for the upcoming reporting period. The estimated financial need of the Grant in the upcoming reporting period shall be clearly stated.

4.5. If one Party requests significant deviations from or changes to the implementation plan and budget, the other Party must provide prior, written approval. A significant deviation includes changes to budget category of 10% or more.

4.6. Both Parties agree to notify each other promptly of any organisational changes during the term of the grant, including, but not limited to, changes in key personnel, and board composition. Any such notification shall be provided in writing to the authorised points of contact.

4.7. Both Parties may subcontract with a third Party to assist in initiative implementation if required. All sub-contracts are subject to and must comply with the terms and conditions of this Agreement. The subcontracting Party has a responsibility to ensure this compliance.

5. **Monitoring, Evaluation, and Learning**

5.1. Both Parties agree to hold regular meetings to discuss, *inter alia*, the initiative’s implementation, any challenges and/or delays, results achieved, lessons-learned and proposed adaptations, and inputs to the learning log.

5.2. Both Parties will agree the focus, scope and timing of any evaluations for this initiative. You agree to support Integrity Action in arranging evaluation activities such as meetings with programme participants. You will also be expected to participate in such activities as relevant, e.g. your personnel may be interviewed by the evaluators. You may also be expected to play a leading role in sharing the evaluation’s findings back with the programme participants and their communities.

6. **Anti-terrorism and sanction lists**

6.1. You agree to make available the names of your Trustees and Senior Management for screening under the UK and EU sanctions lists. Integrity Action will make available results of their own organisational screening upon request.

6.2. Each Party is responsible for ensuring that no funds under this Grant shall be made available to, or for the benefit of, third Parties designated by the EU and UK sanctions lists as provided at [www.sanctionsmap.eu](http://www.sanctionsmap.eu) and [www.gov.uk/government/publications/the-uk-sanctions-list](http://www.gov.uk/government/publications/the-uk-sanctions-list).

6.3. Each Party shall screen its suppliers financed by Grant funds to ensure that such Parties are not included in the EU Sanctions List.

6.4. If, during the course of this Agreement, a Party discovers that any Grant funds have been made available to, or for the benefit of, any persons, groups or entities who fall under the
6.5. Both Parties will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with or related to Parties on the List of Specially Designated Nationals (www.treasury.gov/sdn); or (c) with or related to countries against which the U.S. maintains a comprehensive embargo (currently, Cuba, Iran, (North) Sudan, Syria, North Korea, and the Crimea Region of Ukraine), unless such activities are fully authorised by the U.S. government under applicable law. Further, both Parties guarantee that they are not the target of economic or trade sanctions, and will immediately inform each Party if they become the target of economic or trade sanctions, including any ownership or control of each Party by one or more persons on the List of Specially Designated Nationals.

7. **Corruption and other irregularities**

7.1. Both Parties shall work actively to prevent corruption and other irregularities within and related to the initiative. This obligation applies to all staff members, consultants and other non-staff personnel, and beneficiaries of the Grant.

7.2. Corruption and other irregularities refers to all kinds of:
   a) corruption, including bribery, nepotism, illegal gratuities or other form of abuse of trust, power and position for improper gain;
   b) misappropriation of cash, inventory and all other kinds of assets;
   c) financial and non-financial fraudulent statements;
   d) all other use of Grant funds which is not in accordance with this Agreement and its annexes.

7.3. Both Parties agree to maintain appropriate internal controls to prevent misuse of funds. In particular, both Parties agree to devise and implement robust anti-bribery procedures to ensure compliance with the UK Bribery Act 2010. These procedures should include a commitment to zero tolerance, recognising that bribery and corruption is contrary to the fundamental values of integrity, transparency and accountability.

7.4. Both Parties agree to communicate their policy to each other before a Grant payment will be made.

7.5. Both Parties should immediately address any situation or circumstances which enables and/or encourages the misapplication of funds.

7.6. Both Parties shall inform each other immediately of any indication of corruption and other irregularities in or related to the initiative.

7.7. Both Parties undertake to investigate the presence of corruption and other irregularities and take action, including legal actions, against persons who there is reason to suspect of corruption and other irregularities.

7.8. Both Parties reserve the right to perform due diligence on each other periodically via third Parties at short notice and can terminate services immediately if the other Party is found to have breached the UK Bribery Act 2010.
7.9. In case of evidence of breaching the UK Bribery Act 2020, the investigating Party can charge the other Party for the cost of the investigation and/or for the proportion of staff time spent on the investigation.

8. **Prohibited use of funds**

8.1. Both Parties agree to not use any portion of the Grant to participate in any political campaign in the United States on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific public election as described in Section 4945(d)(2) of the United States Internal Revenue Code, or for any non-charitable purposes.

8.2. **Both Parties agree** to not use any portion of the Grant to pay for:

   8.2.1. debts and debt service charges (interest); provisions for
   8.2.2. losses or potential future liabilities; items already
   8.2.3. financed from another agreement; purchases or
   8.2.4. construction of real estate (land or buildings); currency
   8.2.5. exchange losses; credits to third Parties;
   8.2.6. travel costs for business or first class;
   8.2.7. extra allowances e.g. sitting allowances, or equivalent to
   8.2.8. allowances for participating staff/invited
   8.2.9. the build-up of reserves.

9. **Gender and Social Justice**

9.1. Both Parties shall strive to put participation of and accountability to local voices and above all the most marginalised people in society at the core of this initiative.

9.2. Both Parties shall identify, assess and take steps to mitigate any potential negative effects that the initiative may have on the environment and climate, gender and social justice and human rights.

9.3. Both Parties agree that decisions on employment related to the initiative shall be free of any discrimination on the basis of age, civil status, disability, gender, racial heritage, religious belief, sexual orientation or identity.

10. **Do no harm, safeguarding and prevention of sexual exploitation and abuse**

10.1. Both Parties agree to provide an empowering, safe and secure, non-threatening, non-oppressive environment for everyone who comes in contact with the initiative, regardless of their age, disability, gender, racial heritage, religious belief, sexual orientation or identity. People have the right to protection and freedom from exploitation or abuse (physical, mental, discriminatory, financial/material, neglect, emotional, or/and sexual). Any such behaviour must be proactively prevented and appropriately addressed.
10.2. Both Parties agree to have a zero-tolerance approach to serious misconduct and to not tolerate that staff, trustees, consultants, volunteers or any other associated personnel carry out any form of abuse and exploitation.

10.3. Both Parties shall ensure that staff, trustees, volunteers, and subcontractors adhere to the highest moral and ethical standards of behaviour in the work throughout this initiative, and to sign and abide by Integrity Action’s Code of Conduct.

10.4. Both Parties shall collaborate to ensure that appropriate preventative measures are in place within the initiative to protect staff, volunteers, subcontractors, communities, with a particular focus on children and vulnerable adults, from exploitation and abuse.

10.5. Both Parties shall collaborate to set up accessible reporting mechanisms within the initiative, to investigate any reports of sexual exploitation and/or abuse and to respond appropriately.

10.6. Each Party will have a designated Safeguarding Focal Point, and they must be kept informed of any report of sexual exploitation and/or abuse received from the outset, and any actions taken.

10.7. The Parties agree to abide by Integrity Action’s safeguarding policy and relevant annexes, which are attached to this Agreement (Annex 3).

10.8. Failure to comply with Integrity Action’s Safeguarding Policy may result in the termination of this Agreement.

11. **Conflict of Interest**

11.1. Both Parties shall take all necessary precautions to avoid any conflicts of interest in all matters related to the initiative.

11.2. Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of you are, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

11.3. If a conflict of interest occurs, both Parties shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

11.4. If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special significance to the initiative, the decision or transaction may not be concluded without the prior, written approval of both Parties.

11.5. Each Party reserves the right to request information related to potential conflict of interest related to the other Party’s Board, organisation, and any contracted third Party.
12. Maintenance of records

12.1. You will keep accurate and up-to-date records and documents consistent with generally accepted accounting practices and agree to cooperate and provide access to Integrity Action, if required, to the above-mentioned records. A list of all income and expenses should be held together with original official vouchers and receipts with translation into English. These or certified copies should be presented to Integrity Action upon request.

12.2. You shall keep the Grant’s accounting records for at least eight years from the time of Integrity Action’s approval of the final report for the Grant. This shall include vouchers, invoices, receipts, contracts and bank statements.

13. Audit requirements

13.1. You agree to submit to Integrity Action a copy of annual audited or certified statements of accounts for your organisation as a whole that bear signatures of a qualified auditor and authorised representative of your organisation, and showing the total amount of funds provided by Integrity Action, the related expenditure and the balance of funds held at the year-end as soon as this is available.

13.2. You agree to arrange an external project audit carried out by a qualified auditor that Integrity Action approves within eight weeks of the end of the Grant. Your final payment may be withheld until receipt of a satisfactory audit report. The audit shall be carried out in accordance with ISA 800/805.

13.3. You agree to provide evidence of your organisation’s auditor selection process, including for example procurement provisions in organisational policies, and Board minutes.

13.4. Integrity Action reserves the right to approve the auditor, and may require that the auditor shall be replaced if Integrity Action finds that the auditor has not performed satisfactorily or if there is any doubt as to the auditor's independence or professional standards.

13.5. The costs of the audit of the project financial statements shall be included in the initiative’s budget.

13.6. The auditor’s report shall express an opinion on whether the project financial statements are in accordance with the accounting records and give a true and fair view of your financial position.

13.7. The auditor shall submit a management letter, which shall contain both significant and other audit findings and recommendations made during the audit process.

13.8. Based on the auditor’s findings during the review process and the recommended actions as stated in the audit report, you shall prepare and submit a management response to Integrity Action. The management response shall stipulate planned actions and a time frame for implementation.

13.9. Integrity Action reserves the right to withhold the final payment until receipt of the management response.
14. **Procurement of goods and services**

14.1. If the initiative requires procurement, the contract must be awarded following a tender procedure to the most economically advantageous tender (i.e. to the tenderer obtaining the best score based on price and quality), or, as appropriate, to the tenderer offering the lowest price. In doing so, you shall avoid any conflict of interests.

14.2. Procurement shall be carried out in accordance with the procurement principles of competition, non-discrimination, equal treatment, transparency and ex-ante publicity, openness and predictability, proportionality, notoriety, objective criteria, and mutual recognition. Procurement shall be conducted in accordance with this Agreement or your own procurement regulations (whichever is more stringent) consistently with generally accepted procurement practices.

14.3. For the purchase of equipment, products and services both Parties agree to obtain competitive written quotations from a minimum of one qualified source for up to GBP 1,000 (or its equivalent in local currency), two qualified sources for up to GBP 7,500, and three qualified sources from GBP 7,500 up to GBP 15,000. Each quote should include pricing information and a detailed description of the goods or services that allows for the comparison of costs and quality of service/product across bidders and ensure that value for money is obtained. Documentation of the quotes and a written justification of the chosen supplier shall be maintained and may be requested by each Party.

14.4. For purchases above GBP 15,000 both Parties agree to publish a formal request for proposals or invitation for bids. Both Parties shall also compile a written record with documentation of all assessments and decisions during all steps of the procurement process from the planning stage until the signing of the contract. Upon request, both Parties shall deliver these written records to the other Party and grant access to all relevant information and documentation related to the procurement procedure and practices applied.

15. **Equipment record (Inventory)**

15.1. Approved equipment purchased with funding from this Grant is intended for the sole use of the initiative. Disposal of capital assets purchased by initiative funds, must be documented and approved by Integrity Action's authorised primary point of contact. Whenever possible, Integrity Action will expend effort to arrange for transfer of ownership of assets purchased with initiative funds to you at the conclusion of the initiative.

15.2. However, in the event of an approved transfer of a Grant to another institution, the equipment necessary for the continuation and success of the initiative may be transferred to the new partner with prior written approval from Integrity Action.

15.3. You should exert your best efforts to manage capital assets effectively, and minimise misuse, loss and damages to the procured equipment. Proper property management includes the physical counts of equipment and proper recording systems.

15.4. Equipment should be recorded and kept up to date through the inventory system (Annex 5).
15.5. Integrity Action may request you to provide photographic and video evidence of the equipment purchased at any time during the course of the initiative.

16. **Control Measures**

16.1. Representatives of Integrity Action may at any time carry out an independent review, audit, field visit, evaluation or other control measure related to the Grant. The objective of such control measures may include verification that the Grant has been used in accordance with the Agreement or to evaluate the achievement of results.

16.2. You shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods and documents requested.

16.3. The representatives of Integrity Action shall also have access to your auditor and the auditor’s assessments of all information pertaining to you and the Grant. You shall release the auditor from any confidentiality obligations in order to facilitate such access.

16.4. The rights and obligations of this article shall remain in force for eight years following expiry or termination of the Agreement.

17. **Indemnity**

17.1. Each Party will bear no responsibility in respect of any loss incurred by the other Party, or any relevant third Party, as a result of undertaking any activity or investment made in relation to the Grant.

17.2. Each Party will not be responsible for the employment or specific activities of any person(s) engaged by the other Party in connection with the Grant, whether as an employee or a consultant, including any costs incurred by the other Party in terminating the engagement of such person or persons.

17.3. Neither Party may bind, obligate or represent the other Party without its prior written consent.

18. **Force majeure**

18.1. *Force majeure* shall mean acts of nature, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, or acts of similar nature or force, as well as discontinuation by the donor of funding to Integrity Action for this initiative.

18.2. In the event of force majeure, either Party can terminate this Agreement.

18.3. In the event that the performance of any obligation under this Grant is delayed or prevented by a force majeure cause, each Party will immediately give notice of such fact in writing to the other Party, together with a reasonable estimate of the period of the expected delay.

19. **Intellectual property**
19.1. “Intellectual property rights” resulting from the initiative will mean rights relating to trademarks, registered designs, patents, applications for any of the foregoing, copyright, database rights, design rights, know-how, trade and business names, moral rights, publication rights, performance rights, goodwill whether existing now or in the future and any other similar protected rights.

19.2. All intellectual and other proprietary rights pertaining to this Grant are owned by you, but both Parties may use any intellectual property that is directly attributable to the Grant, with prior permission and acknowledgement.

19.3. Both Parties should warrant that any design, documentation or any other material or information furnished or used in relation to this initiative will not be such as to infringe any intellectual property right or any other right whatsoever of any third Party.

20. **Data protection**

20.1. The distribution, sharing, disclosure or publication in any format of information or media pertaining to the Initiative through but not limited to, annual reports, websites, or any other promotional and reporting channels, requires the written agreement of both Parties, except where such activities are already agreed within the project plan.

20.2. All releases of media and/or data containing personally identifiable or sensitive information requires the consent from the individual/s concerned.

20.3. All Parties will comply with the data protection legislation and regulations of the UK, EU and all countries your organization operates within, including any information operations, data storage, data processing and data collection.

20.4. Integrity Action is committed to protecting your personal data and that of all stakeholders including participants and other beneficiaries. When your organisation signs up to be a partner we keep the full name, gender, occupation, language and country of residence of staff involved in the initiative in our database to enable effective communication between us. We do not share your data with anyone else other than for audit, system maintenance or initiative evaluation purposes.

20.5. You agree to protect the personal data of all stakeholders in this initiative including participants and beneficiaries. You will not disclose any personal information to anyone except Integrity Action or appointed evaluators. You will not use personal data for any purposes other than that for which it was collected.

21. **Visibility, recognition, and publications**

21.1. Both Parties agree that the use of the other partner’s name and logo, and the ultimate donor’s name and logo, must be approved in advance and in writing. All logos must be used in line with guidelines, where they exist.

21.2. Both Parties agree to actively mention the other partner’s name and acknowledge their involvement in the initiative in all initiative documentation and information products, especially external communications materials. This includes (but is not limited to) including the partner’s name in written material such as: website content e.g. impact stories, blog posts and articles; social media posts; manuals/toolkits and other initiative
resources/materials; research material like case studies, reports and papers; annual reports and also non-written outputs such as videos, animations, webinars, podcasts etc.

21.3. Both Parties agree to obtain informed consent from people who are depicted or described when collecting materials about the initiative (e.g. photos, videos, written stories or case studies). Such documentation should be made available to the other Party. The collection of such materials will be defined and mutually agreed by Both Parties.

22. **Notices and authorised contacts**

22.1. Integrity Action’s primary point of contact for all matters pertaining to this Grant contract will be Melanie Vaufrey at melanie.vaufrey@integrityaction.org

22.2. SEND GHANA’s primary point of contact for all matters pertaining to this Grant will be George Amankwah at amankwah@sendwestafrica.org

22.3. Any notice to be made by any Party should be in writing by and to the designated primary point of contact.

23. **Termination**

23.1. Either Party may terminate the Agreement at any time by giving eight weeks’ notice in writing to the other Party.

23.2. Upon receipt of a notice of termination, you will exert your best efforts to bring the Grant to an end in a rapid, orderly and economical manner, and you will not commit the Grant to any use of funds unless approved by Integrity Action as necessary to minimise any unintended negative consequences (e.g. on end beneficiaries) of the Grant termination. On such termination, you will provide Integrity Action with a final report and an account of the Grant funds received and spent under the terms of the agreement and repay any unused Grant money to Integrity Action within four weeks of the date of such termination.

23.3. Both Parties will work together for the successful completion of the Grant. Should unexpected conditions or changes arise that jeopardise successful completion of the Grant, both Parties will inform each other in reasonable time and cooperate to rectify and eliminate the circumstances in question.

23.4. Following appropriate consultations, Integrity Action may suspend and/or terminate the Agreement by giving four weeks written notice to you that no further Grant payments will be paid where a condition has arisen that impedes you from successfully fulfilling your responsibilities under the present Agreement.

23.5. Integrity Action may suspend and subsequently terminate the Agreement without notice and without obligation to pay all or any part of the Grant, and may, at its discretion, require all or any part of the Grant to be repaid if concerns arise about failure to implement the Grant to satisfactory standards, or if suspicion arises of any misleading or falsified information, conflict of interest, fraud or misappropriation of funds or when funds have been used for any other purpose other than the one set in the Agreement.
23.6. In the event of termination under 23.1 and 23.4, you will be entitled to claim all costs properly and necessarily incurred and paid in connection with the Grant prior to the date of termination, together with all Grant costs properly and necessarily committed and paid after the date of termination, provided written evidence can be supplied that such commitments were made prior to the receipt of notice of termination. In the event of termination, you will be expected to endeavour to minimise such costs.

23.7. In the event that Integrity Action approves a transfer of the Grant to another institution, you will cooperate with Integrity Action and the other institution in the orderly transfer of such responsibilities.

23.8. Each Party shall inform the other immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide any information or documentation that may be required in order to determine if a breach of the Agreement has occurred.

23.9. Integrity Action may also suspend disbursements or terminate the Agreement with immediate effect if a material breach of another agreement between Integrity Action and you has been established.

24. **Dispute resolution**

24.1. The Agreement shall be governed and construed in accordance with the laws of England and Wales.

24.2. In the event of any disagreement or dispute arising out of or in connection with the Agreement, each Party will use all reasonable means to resolve the issues quickly and to both Parties’ satisfaction, escalating the issues to a more senior level as necessary.

24.3. If the dispute cannot be solved through mutual consultation, attempts will be made to resolve it through mediation.

24.4. The mediation will consist of three persons. Each Party will appoint one person. These two persons will agree to the appointment of the chair of the mediation body.

24.5. The Agreement will be governed by and constructed in accordance with the laws of England and Wales and the Parties agree to submit to the jurisdiction of the English Courts.

25. **Liability**

25.1. Both Parties shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by each Party or its staff or property as a direct or indirect consequence of the Grant. None of the Parties will accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

25.2. Each Party shall assume sole liability towards third Parties, including liability for damage, injury or loss of income of any kind sustained by them as a direct or indirect consequence of the Grant. Each Party shall indemnify each other against any claim or action from employees or third Parties in relation to the Grant.
26. **Assignment**

26.1. The Agreement and/or the Grant may not be assigned to a third Party without the prior written consent of Integrity Action.

27. **Entirety of the Agreement**

27.1. This Agreement will be effective upon signature hereof by both Parties and remain valid and in effect thereafter unless amended in writing and in agreement of both Parties.

27.2. This Agreement, together with all other attachments hereto, constitutes the entire agreement and understanding between you and Integrity Action with respect to this Grant, and supersedes any prior oral or written understandings or communications between them.

27.3. By countersigning this Agreement, both Parties agree that they have read and agreed to the entire Agreement and all its attachments.

Integrity Action is delighted to be partnering with SEND GHANA. On behalf of Integrity Action, extend my best wishes for the success of this initiative.

Yours sincerely,

For Integrity Action
Jasmina Haynes
Chief Executive

For SEND GHANA
George Osei-Bimpeh
Country Director

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**Annexes**

Annex 1 - Results Framework
Annex 2 - Budget
Annex 3 - Integrity Action’s Safeguarding Policy and relevant annexes
Annex 4 - Equipment Inventory