

Grant Agreement
Between
The Partnership for Transparency Fund, Inc.
And
Approches Locales pour le Développement Durable (ALDED)

1. The Cameroonian Civil Society Association entitled Approches Locales pour le Développement Durable (ALDED) has requested financial support of The Partnership for Transparency Fund, Inc (PTF) to implement a project for improving the quality of classroom construction in the « Département of Mefou and Afamba » in Cameroon. The one-year project aims at fighting corrupt practices of entrepreneurs and public officials in the construction of classrooms in the above-mentioned Department, namely the misuse of public funds and poor quality construction. In keeping with Cameroon's Procurement Code, which provides that entrepreneurs must guarantee their work for a period of one-year after completion, the project plans to follow-up on the construction of classrooms in 29 primary and secondary schools in the Department to check on the quality of the construction and the respect of legal requirements by the entrepreneurs. Specifically, the activities include the setting up of a database on the 29 classrooms; strengthening the capacity of the beneficiaries of the classrooms to detect and report any problems with the classrooms upon completion (such as unmet specifications and poor quality of work); and ensuring that any reported construction problem is resolved within the time allowed by the Procurement Code of Cameroon. The beneficiaries include the populations in surrounding communities (« *populations riveraines* »), staff responsible for the schools, and representatives of the parents-teachers association. The project will be called "*Projet d'appui au suivi participative post-execution de 29 projets de salles de classe dans les établissements scolaires du Département de la Mefou et Afamba* ».

2. ALDED has submitted the attached Project Proposal dated. October 2010 which includes background information on ALDED, an operational plan for the project, and a detailed breakdown of costs.

3. On the basis of this information, PTF has approved a grant of US\$30,163 (United States dollars thirty thousand one hundred and sixty three) to be disbursed in three tranches, each for the purposes spelled out in the attached documents. The tranches will be disbursed as follows:

- a. First tranche of \$15,000 (United States dollars ten thousand) to be disbursed upon signature of this Grant Agreement.
 - b. Second tranche of \$12,000 (United States dollars ten thousand) to be disbursed upon receipt by PTF, in form and substance reasonably satisfactory to PTF, of [1] a statement of expenditure, certified by the chief financial officer of ALDED, showing the itemized use made of the first tranche funds, and [2] a brief report on progress made in the implementation of the project showing that the following activities have been completed satisfactorily: (i) identification of the classrooms that have been provisionally restituted to the beneficiaries; (ii) preparation of the database structure for each targeted classroom; and (iii) a detailed plan for mobilizing and raising awareness among the different stakeholders of the program, including the training program of beneficiaries.
 - c. Third tranche of \$3,163 (United States dollars ten thousand) to be disbursed on receipt from ALDED of a satisfactory project completion report that describes and assesses the project achievements, including an assessment of the project's impact and a final statement of project expenditures, certified by the chief financial officer of ALDED.
4. ALDED on its part commits to provide counterpart funding of \$4,837 (United States dollars four thousand eight hundred thirty seven), or its equivalent in local currency, to make up the balance of the \$35,000 (United States dollars thirty-five thousand) estimated total cost of the project, and any additional balances needed to complete the project.
5. The PTF grant will be made available to ALDED on the following conditions:
 - a. The grant will be used only for the purposes described in the attached Project Proposal. Any material changes in the use of project funds or project design shall be made only with the prior agreement of the PTF.
 - b. If PTF finds that the grant was not used/is not being used for the purposes or in the manner described in the Project Proposal or the conditions have changed such that the project is not likely to achieve its objectives, PTF has the right to cancel the remaining tranches of its grant. In case PTF finds that its grant funds were willfully misused by ALDED, PTF reserves the right to require the full refund of its grant.

- c. Any funds disbursed by PTF remaining unutilized at the end of the project shall be returned by ALDED to the PTF.
- d. ALDED shall keep a record of all expenditures incurred under the project and will provide PTF, in form and substance reasonably satisfactory to PTF, a full accounting of these expenditures, certified by the chief financial officer of ALDED, with relevant supporting documentation: [1] following expenditure of the first tranche funds, and [2] on completion of the project, but in any event no later than March 2012.
- e. ALDED shall provide PTF a copy of its audited financial statements for each year during the term of the grant hereunder, within 180 days of the end of each of its fiscal years. Such financial statements shall be accompanied by the auditor's certification, which shall be in form and substance reasonably satisfactory to PTF. Such audited accounts shall include in its notes or schedules a statement disclosing the PTF grant and the expenditures made there under during the relevant period.
- f. PTF shall have the right, upon reasonable notice, to inspect (or to have its designated representatives inspect) the books and records of ALDED relating to the project and the grant.
- g. ALDED will make brief quarterly reports on the implementation of the project accompanied by a statement of expenditures showing the use of PTF funds, and, on project completion, a full detailed final report summarizing the implementation of the project and its outcome and assessing the impact of the project on reducing corruption, the project's likely sustainability, and the lessons learned, together with a certified final itemized statement of expenditures. The latter report will be sent within two months of the completion of the project, together with a copy of any other reports prepared under the project.
- h. Following project completion, the PTF may make its own independent ex post evaluation of the implementation, outcome and impact of the project. ALDED will furnish the person appointed to undertake this task all possible assistance and access to all relevant documents and personnel.
- i. ALDED will post this Grant Agreement, the Project Proposal, the final project report, and the statement of expenditures on the ALDED website, and PTF shall have the right to post on its website such documents and any other reports received from ALDED or from its independent evaluation of the project.

6. ALDED will be responsible for securing all necessary government approvals of the grant, if any, and any necessary government filings and will be responsible for paying any tax liability arising from the grant. ALDED shall compensate PTF in the event that PTF suffers any liability or expense as a result of ALDED's failure to obtain any such required approvals or to pay any such tax liability.
7. The signed copy of this Grant Agreement and the request for the subsequent tranche releases may be sent by email to the PTF Secretary at: rsullivan@ptfund.org. The two original copies of the Grant Agreement should be mailed to Roger Sullivan, Secretary, PTF, at 4355 Klingle St. N.W., Washington, D.C. 20016, USA.
8. The responsible PTF Project Advisor in respect of this project is Adriana De Leva, adrianadeleva@msn.com or such other Project Advisor as PTF may subsequently notify to ALDED. Such Project Advisor shall be ALDED's principal point of contact in respect of the project.
9. The responsible ALDED project director in respect of the projects is François Amougou, aldedcam@yahoo.fr, or such other project director as ALDED may subsequently notify to PTF. Such project director shall be PTF's principal point of contact in respect of the project.
10. Each of PTF and ALDED represents and warrants, for the benefit of the other party, that:
 - a. It is a legal entity recognized under the laws of the jurisdiction of its formation or in which its principal activities are conducted; and
 - b. This Grant Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

In addition, ALDED represents and warrants, for the benefit of PTF, that [1] the information set forth in the Project Proposal does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and [2] the making of the grant by PTF shall not subject PTF to any tax or require any governmental approval in the jurisdiction in which ALDED is organized and operates.

11. This Grant Agreement shall be governed by the laws of the District of Columbia in the United States of America, the jurisdiction in which PTF's principal executive offices are located. In the

event of any dispute between the parties in respect of the Grant Agreement, the parties shall act in good faith to resolve such dispute through discussions and negotiations, and they may seek the assistance of a third party mediator to assist them in the resolution of such dispute. In the absence of a mutually acceptable resolution, such dispute shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. Any such arbitration shall be conducted in the English language before an impartial single arbitrator sitting in Washington, D.C., appointed by the American Arbitration Association as appointing authority.

Dated:

31 December 2010

For

The Partnership for Transparency Fund, Inc.

Roger Sullivan
Secretary

A handwritten signature in black ink, appearing to read "Roger Sullivan", written in a cursive style.

For
Approches Locales pour le Développement Durable (ALDED)

François AMOUGOU, Coordonnateur Général

Gervais Blaise NGOMBI MESSI, Trésorier

Dated: 27 December 2010

Address for Notices: Siège situé au Centre ville de Mfou, à côté du Poste de Police

Name of CSO: Approches Locales pour le Développement Durable (ALDED)

Attention: [François AMOUGOU]

Mailing Address: BP 55 Mfou - Cameroun

City: Mfou

Country: Cameroun

Email: aldedcam@yahoo.fr

Attachments:

1. Project Proposal dated: October 2010
2. Logical Framework
3. Letter of Recommendation from Deutscher Entwicklungs Dienst (DED)
4. Letter of recommendation from Water Integrity Network (WIN)