



WARRIOR SQUAD FOUNDATION

Sub-Grant Manual

Revised November
2024

Acknowledgements:

This manual is the first version of the Warrior Squad Foundation (WSF) Sub Grant Manual, which was developed in July 2016. Therefore, this manual incorporates the following, which were the basis for developing the manual: -

1. Comments and feedback from partners on practical Sub Grant procedures.
2. Lessons learned from other WSF field offices in Sub-Grant management
3. New policies and regulations were introduced for the management of donor funds, etc.

The above inputs came from various people associated with WSF and sub-grant management to whom we would like to acknowledge and thank. These include: -

1. Program and Finance Officers from other WSF field offices who attended the Sub Grant Management Workshop in Kotido – For their valued experiences shared during the meeting.
2. WSF's partners – For their honest feedback on the sub-granting procedures.
3. WSF HQ in Kotido (Uganda) – For technical support.

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I. Introduction:

This manual has been developed to provide Warrior Squad Foundation (WSF) partners with information about the Sub Granting program of the Warrior Squad Foundation (WSF). The manual describes the program and provides the minimum requirements for making an application for a sub-grant. The manual is available in PDF format on WSF's website at www.wsfug.org.

Before any eligible applicant submits an application for a sub-grant from WSF, we recommend that sufficient time be taken to read this manual carefully. This manual has been designed to facilitate guidance to the applicant on specific key aspects of the WSF Sub-grant Program.

In this manual, you will find information about the purpose of the sub-grants, such as who can apply for a sub-grant (eligibility); the kinds of things WSF will and or will not give sub-grants for, and what happens after we receive your application.

WSF is seeking to fund the most effective and comprehensive proposals that also contribute to the WSF program objectives. This manual will help clarify what sorts of activities and initiatives and assist applicants in developing good intervention proposals.

For additional information, please contact us at the following address:

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WSF's Mission is to empower local marginalized communities to contribute to their own development through an integrated community based approach

WSF achieves this by strengthening the capacity grassroots organizations, coalitions and networks, and by forging linkages among government, business and the citizen sectors to achieve social economic and environmental justice

2. WSF Background

WSF is a National NGO, headquartered in Kotido, with programs in 7 Districts in Uganda. The goal of WSF is to strengthen the capacity of local civil society organizations in Uganda through training and technical assistance in general organizational development and advocacy. This will enable NGOs to lead and participate in people-centered development in partnership with the government. WSF will primarily be partnering with civil society organizations engaged in issues related to: Livelihoods and food security; Governance – Peace & Security; Natural resource -Environment & climate change; Health and Nutrition, and Education.

3. The purpose of the Sub-Grants

- 3.1. The purpose of the sub-grants is to support initiatives of selected Ugandan CSOs (whom WSF refers to as “Partners”). The sub-grants will serve as additional and complementary resources for the CSOs participating in the WSF capacity building program. Participation in the WSF capacity building program is defined as active participation in a comprehensive organizational capacity assessment (OCA) as well as the follow-up organizational development interventions conducted by WSF and its partners. The sub-grants may be for a single activity/event or for advocacy activities and initiatives lasting more than one month. The activities supported by the sub-grants must be part of the organization’s overall strategy. WSF sub-grants are not to be used as CSO core funding mechanisms or for major equipment purchases such as vehicles.
- 3.2. The sub-grants are just one of the tools WSF uses to strengthen the overall skills of local CSOs. We view the sub-grants and the application process as a capacity-building activity leading to improving skills in fundraising, sustainability, financial management, donor relations, and ultimately advocacy. WSF’s program does not center on the sub-grants, and these resources should not be considered as the primary or sole source of funding a CSO’s operations.
- 3.3. While WSF does view the sub-grant process as a learning experience, we also strive to fund interesting and effective initiatives/projects. WSF will provide technical assistance in project development and management to encourage CSOs to develop and submit proposals that contribute to their overall plans

4. What we want to support

- 4.1. The range of acceptable activities may include, but is not limited to:
 - 4.1.1. Conducting research and analysis to define issues and to clarify the institutional environment
 - 4.1.2. Conducting surveys and holding discussions with the base membership
 - 4.1.3. Collecting, transforming information, and producing various materials in print, audio, and video formats
 - 4.1.4. Drafting policy critiques and proposals
 - 4.1.5. Conducting a lobbying/advocacy campaign at specific officials for a single purpose (i.e., a particular piece of legislation)

- 4.1.6. Developing links with other organizations, networking and coalition building
 - 4.1.7. Engaging in discussions and negotiations with decision makers
 - 4.1.8. Organizing training, debate, press monitoring and other activities conducive to the development of communications capacity and to public recognition as a group
 - 4.1.9. Working toward greater access to, circulation of and use of information at the regional level
 - 4.1.10. Promoting dialogue and networking between CSOs
- 4.2. In addition, activities that contribute to building an enabling environment for civil society and an improved environment for the participation of citizens in public life are eligible for grants. Those include but are not limited to:
- 4.2.1. Promoting laws, fiscal policies, government and donor policies and programs that foster the development of an accountable, knowledgeable and strong civil society
 - 4.2.2. Otherwise promoting the development of civil society as a legitimate and credible force in Ugandan Society
 - 4.2.3. Engaging in activities that promote greater openness, transparency, information exchange and good practice from state and donor institutions and agencies
 - 4.2.4. Activities that promote the development of knowledge and information amongst citizens and organizations, directly or through improvements in journalism, the press and media organizations.
- 4.3. The number of grants that an organization can receive at any one time will depend upon its size, experience and administrative capacity. In most cases, grantees are excluded from receiving more than one grant at a time. However, additional grants would be possible based upon the relative success and management of the initial grant.

5. What will not be funded under a sub-grant?

- 5.1. Examples of what WSF will not provide sub-grants for:
- 5.1.1. Series of workshops and participant per diem/DSA without clear reasoning and follow-up activities (a series of workshops is not an acceptable project)
 - 5.1.2. Purchase of major equipment that is not solely for the exclusive use of the activity
 - 5.1.3. Service delivery programs which do not have advocacy as a primary aim
 - 5.1.4. Purchase of vehicles
 - 5.1.5. Programs in which the sole purpose is to promote/advertise your organization
 - 5.1.6. Core funding of the organizations' strategic plan
 - 5.1.7. Multi-year programs
- 5.2. In addition to the above, WSF will not support certain categories of costs that may be considered by the applicant. Such costs include: -
- 5.2.1. Administrative fees based as a percentage without proof of an audited indirect cost rate
 - 5.2.2. Personnel costs that are not directly involved in the supported program

- 5.2.3. Renting of cars¹
- 5.2.4. International Travel
- 5.2.5. Pharmaceuticals and other commodities

6. Definitions – When we use these words, this is what we mean

- 6.1. **Advocacy** for the purposes of the sub-grants, advocacy is a systematic, democratic, and organized effort by a civil society organization to “speak in favour of an issue or pleading in support of a cause”. It includes involving citizens to work with government entities in the initiation of policies, laws, and/or public sector practices, etc.
- 6.2. **Cooperative Agreement** the legal document through which WSF administers its Programs with funding from the donor.
- 6.3. **Sub-grant** WSF partners receiving funds from the donors through WSF in order to contribute to the overall goals of WSF program and donors. A sub-grant is an instrument of assistance; it assists the sub-grantee in delivering services and building internal capacity.
- 6.4. **Sub-grantee** These are CSOs that receive sub-grants under the sub-agreements from WSF.
- 6.5. **Solicitation** A formal request for applications and proposal. WSF will send out a notice that it will be funding a certain number of sub-grants for a specific amount of money under as specific topic area. The solicitation notice will define and outline the terms and conditions that the applicants must follow.

7. Proposal:

The formal requests to receive sub-grant funding. The proposal must follow WSF guidelines.

7.1. Who can apply for WSF Sub-grant?

- 7.1.1.1. Organizations which are active and committed participants in WSF’s Program are eligible for the sub-grants program. WSF will select partners for the WSF² using the following criteria.
- 7.1.1.2. The organization should be a legal not-for-profit entity with at least 3 staff.
- 7.1.1.3. The CSO has an active membership or constituency, with outreach to that membership for consultation on issues of concern.
- 7.1.1.4. The CSO’s goals and mission are in line with and contribute to the strategic objectives of WSF in the areas of Economic Empowerment, Education, Child Protection, governance, HIV/AIDs, health, peace building, and natural resource management and/or deals in advocacy regarding gender and/or human rights issues.

¹ We consider car rental to be transport services provided by specialized transport business operators normally for a longer period and great distances. However, car hiring otherwise is accepted e.g. hiring a taxi from bus stand to the hotel.

² These eligibility criteria will apply when WSF selects partners.

- 7.1.1.5. The organization should have a documented history of delivering services to constituency for at least 2 years and conducts development activities in its related sectors.
- 7.1.1.6. The CSO is currently engaged in advocacy activities or has taken steps toward developing advocacy campaigns and initiatives;
- 7.1.1.7. The organization should have a need for capacity building.
- 7.1.1.8. During the first year, the CSOs should be working within the WSF geographical areas, namely, Karamoja region.
- 7.1.1.9. The organization is willing to commit to full participation in WSF programs, which would include open participation in baseline and follow-up assessments; attendance and participation in training programs and compliance with relevant donor regulations related to funding and grants management.

7.2. **How do we solicit?**

- 7.2.1. WSF will be issuing solicitations regularly in a particular accounting year. Each solicitation will have 45-day processing time (i.e. from receipt of applications, reviews and WSF's selection, donor approval, pre-award assessment and lastly awarding).
- 7.2.2. This manual and the solicitations will be posted on WSF website at www.wsfug.org and any deemed platforms.

7.3. **How to make an application**

- 7.3.1. A complete proposal, in a format presented on Appendix 2, including relevant attachments will be sent to WSF in hard copies. Electronically submitted proposals are not preferred but may be accepted, especially for partners applying from up country. However, a hard copy of the application which was sent electronically must also be sent by post to WSF. All proposals applying for Sub-grant should be addressed to the Executive Director.
- 7.3.2. Deadlines for submission in each cycle will be stated in the solicitation notice. **Applications received after the deadline will not be accepted.**

7.4. **Basic conditions**

- 7.4.1. WSF's Sub-grant program falls under the Small Awards category of the Non – Competitive Grant Applications. Therefore WSF Sub-grant funds, by regulation, can be awarded to support proposals with US dollar value of not more than US\$50,000 and having duration of not more than two (2) years. All proposals submitted to WSF for funding must conform to this rule. The exact dollar limit, less than \$50,000, and the suggested duration of the activity will be posted in each solicitation. **Proposals exceeding the maximum limits will not be considered.**
- 7.4.2. If a proposal contains activities, which are of a training nature, we will request that the applicant submit along with the proposal (can be separately) a training plan. Please note that this is not a training timetable.

A training plan should inform the review panel: -

- a. A profile of the target group
- b. Objectives of the training

c. An outline of major topics to be covered in the respective training.

7.4.3. If the project is to produce an Information and Communication product (i.e. manuals, film, video, etc.) the applicant must submit a production schedule, clearly stating the benchmarks and timing of the production.

7.4.4. If your proposal indicates a match fund, which has or will be provided by other donor(s), the review panel will like to know the source. Please provide complete contact address and copies of any documentation (if available) that signifies commitment.

7.5. Once we receive your application

7.5.1. All applications will undergo a review process with the final decision made by the donor. Within WSF, there will be a review panel made up of the Executive Director, the Grants and Finance Officer, and three (3) other program staffs.

7.5.2. The applications will be reviewed against a set of assessment criteria detailed below. Each applicant will be notified in writing once we have received the application.

7.6. Selection and Review of Applications

7.6.1. Organizations, which participate in the OCA, will receive a detailed report on the strengths of the organization and the areas that need further attention. Capacity building activities to capitalize on the strengths and improve the weaknesses will be conducted in response to the assessment results. As part of the capacity building strategy, WSF will accept applications for financial resources from the CSO in order to further along the CSO's advocacy efforts. In order to be considered receiving funds, the CSO must submit in writing an application for proposal in the format and manner outlined in this manual and the solicitations.

7.6.2. The selection and review process in each cycle will take place within 45 days from the respective deadline date. The review panel will sit twice in each cycle. The first meeting will be to determine which applications meet the general qualifications. The second meeting will review proposals which were approved with a "subject to" ranking. All proposals, even those recommended for funding by WSF, is subject to concurrence by the donor.

7.6.3. The following will be the review criteria. These are very important features that your proposal should demonstrate. WSF's training staff will be reviewing these criteria from the proposal as the criteria will provide information on areas needing improvement with which WSF can develop training programs on. Furthermore, the review panel will be able to identify areas with which technical assistance can be recommended and applied to make the application proposal fundable.

8. Project Criteria:

8.1.1. The review panel will seek to ensure that the submitted proposal application is well thought out. The panel will therefore, seek information that will support the following:

- 8.1.1.1. Is the proposal clear, can we understand what they want to do?
- 8.1.1.2. Is the problem statement clear and relevant?
- 8.1.1.3. How closely is the problem aligned to the objectives of WSF and the Sub-grant
- 8.1.1.4. Is this the best approach to solving the problem? How strong is the rationale for the kind of response being suggested?
- 8.1.1.5. Is the scope of the project appropriate (is it too large or small)?
- 8.1.1.6. Does the applicant demonstrate in-depth knowledge of the problem, area of work and proposed beneficiaries?
- 8.1.1.7. Does the applicant demonstrate in-depth knowledge of other relevant players on similar or related focus area? i.e. do you know what is happening for the focus area?
- 8.1.1.8. Is the project timely, innovative or unique?
- 8.1.1.9. Is the project properly planned and staffed?
- 8.1.1.10. Does the project provide a sound plan to monitor the progress?
- 8.1.1.11. Are the objectives and outcomes SMART? i.e. Specific, Measurable, Relevant and Time bound?

8.2. Financial Criteria:

8.2.1. The review panel will seek to confirm that the budget for the proposed project is adequate, appropriate and cost effective. At this particular level the review panel will be looking at the proposed budget. Assessment of strength, weaknesses and effectiveness of the internal control system of the applicant will be performed at the Pre-award Assessment level discussed later in the manual.

Therefore, the review panel will review the budget for: -

- 8.2.1.1. Detailed information – Budget for each activity must include details of costs for the activity.
- 8.2.1.2. Reasonability – The costs do not exceed those that would be incurred by an ordinarily prudent person in the conduct of normal business.
- 8.2.1.3. Allocable – That the budget presents costs which are necessary to the project.
- 8.2.1.4. Allowable – That the budget presents costs which are reasonable and allocable, and which conform to limitations set forth by WSF.
- 8.2.1.5. The budget does not include any cost element which has been disallowed under “What we will not provide Sub-grant for” above.
- 8.2.1.6. A match fund (in cash whether from own sources or other donor’s funds or in-kind) has been clearly indicated and value at least 25% of the total project cost.

Note: Sample budget format is attached (See Appendix I)

8.3. Some final points to consider

8.3.1. As you wrap-up your proposal for submission to VSF before any of the due dates remember the following:

- 8.3.1.1. VSF is supporting your organisation and wants you all to succeed and gain resources, but we make the decisions based on exactly what you tell us. Be clear.
- 8.3.1.2. That we review the proposals together with the ability of your organization to manage it.
- 8.3.1.3. That we review the ideas within your proposal, not just the words used on the proposal document.
- 8.3.1.4. Facts and figures that support the proposal will assist us to properly review the proposal.
- 8.3.1.5. You should assume that the reader knows nothing about the problem you are addressing. While you may understand the issue and the problem completely, others may not. Before you submit the proposal, have it read by someone unfamiliar with the problem. If they ask you many questions, then you probably have not explained it well enough.
- 8.3.1.6. The applicant needs to be realistic about proposal and what it can achieve
- 8.3.1.7. Prepare your budget based on actual costs

8.4. Match Funds

8.4.1. A match of at least 25% of total proposed project costs is a criterion for receiving sub-grant. Match funds can be;

- 8.4.1.1. Other donor's contribution to the proposed project
- 8.4.1.2. Applicant's own resource
- 8.4.1.3. Any in kind contribution e.g. office space, time, use of equipments etc whether contributed by the applicant or third party.

8.4.2. Provided that the contributions:

- 8.4.2.1. Are verifiable from the recipient's records;
- 8.4.2.2. Are not included as contributions for any other assisted project or program;
- 8.4.2.3. Are necessary and reasonable for proper and efficient accomplishment of the proposed project's objectives; and
- 8.4.2.4. Are allowable under the applicable cost principle

8.4.3. As part of the pre-award assessment mechanisms for valuating or quantifying in kind match funds must be determined. The applicant must understand and agree how and which instruments to be used in valuation which will be supporting the financial reports each time they indicate expenditure from this source.

8.5. If your proposal is short-listed

8.5.1. Applicants will receive notification of the status of their application proposals within 45 days following each cycle's deadline. The review panel can take one of the following actions:

- 8.5.1.1. Short list the application and prepare a concurrence memo to the Director for approval. The applicant will receive a notification to this fact.

- 8.5.1.2. Request re-submission after technical support on the proposal from WSF's program staff. The applicant might be requested to either:
 - a. Provide clarifications on areas the review panel was not clear.
 - b. Arrange to meet with a specific WSF's staff for a one-on-one support on the proposal.
 - c. Provided with feedback to consider while improving or developing any other proposal.
- 8.5.2. Notify the applicant that the application has not been approved and will not be considered any further under this solicitation because it fails to meet the objectives of WSF. The Applicant is eligible for resubmission in later solicitation.
- 8.5.3. Upon acceptance of the application and/or responses, WSF will notify the CSO in writing that the proposal has been accepted and negotiations will begin the process of a sub-grant.

9. Pre-award Assessment

- 9.1.1. Once the applications have been reviewed and a decision has been made regarding which CSOs to fund, a concurrence memorandum will be prepared. In a situation where it is the donor who has the final decision to fund any proposal, Final proposals will be submitted to the donor for approval. Applications that the donor has concurred to fund are referred to as "Finalists". However, donors' concurrence to fund does not mean approval has been given to release funds to the sub grantee.
- 9.1.2. Once a concurrence memorandum has been signed, a pre-award assessment will be carried out by WSF Grants and Finance officer or its representatives, using the pre-award questionnaire as a model (Appendix 3 a & b). The pre-award surveys will be conducted in the form of field visits and/or desk reviews. The primary purpose of this assessment is to: -
 - 9.1.2.1. Pinpoint and document any possible deficiencies or weaknesses in the:
 - 9.1.2.2. Accounting, record keeping and overall financial management system;
 - 9.1.2.3. Systems of internal controls, procurement, and administering and monitoring sub-grants.

This will assist to mitigate risk and therefore reduce vulnerability of WSF's funds.

Based on the findings above, assign appropriate funding mechanism for the respective grant. Available options that WSF has include:

- a. **Cost Reimbursement:** - where a sub grantee incurs expenses on the project and in a specified period of time requests reimbursement.
 - b. **Fixed Obligation Grant (FOG):** - where fixed payments are made to the sub grantee against verified milestones
 - c. **Advances:** - where a sub grantee receives incremental disbursements of a grant in advance and makes a report on expenditure in a specified period of time.
- 9.1.3. After the field visit and review, a report will be prepared which documents the organizational situation and may include recommendation on changes in the financial

management system. One of the intentions of the financial and administrative pre-award assessment is to discover specific areas that may hinder the CSO's ability to implement its sub-grant advocacy initiatives and creates an action plan for corrective interventions. This survey compliments and focuses the financial management assessment conducted under the OCA. If the OCA and Pre-Award assessments reveal problems of such magnitude as to raise doubts about the CSO's capacity to undertake the proposed activities or properly account for funds - even with technical assistance – the assessment team will notify the Director, who may chose to delay funding until the issues are resolved. If the issues cannot be resolved and WSF's decision is not to continue with the activity, WSF will notify the CSO of this decision in writing.

If the CSO qualifies for the sub-grant, they will receive a sub-grant agreement to read and sign.

10. Sub-grant agreement

- 10.1.1. Once the decision has been made to proceed, WSF and the recipient CSO must sign a sub-grant agreement before any funds are disbursed. Sub-grant agreements will be prepared in duplicate and one copy is to be retained by WSF and other by the CSO.
- 10.1.2. A sample of the agreement is contained in Appendix 4. WSF board has reviewed this sub-grant agreement and there will be no need to obtain prior review of the actual sub-grant agreements if there are no substantive changes for the approved version. The Director and Program officers will have personally gone over the sub-grant agreement document with the recipient CSOs prior to signing it.
- 10.1.3. During the period of the activity, it may be necessary to change the scope of a sub-grant agreement. WSF should be informed immediately and if consensus is reached, the sub-grantee should include details of the requested changes and rationale, after which WSF will prepare an amendment to the sub-grant agreement, which will require CSO signature. Reasons for a sub-grant amendment may include:
 - 10.1.3.1. Activity is no longer feasible to conduct and the agreement is to be terminated;
 - 10.1.3.2. The budget is inadequate to carry out the activity; and
 - 10.1.3.3. Nature of activity has changed.

10.2. Sub-Grant disbursement

- 10.2.1. The disbursement of funds will be made based on the approved disbursement schedule and budget. The disbursement will be made at one time, incrementally or monthly depending on the nature of the sub-grant. After the sub-grant agreement is signed, the CSO should submit to WSF a funds disbursement request covering the disbursement or as outlined in the sub-grant agreement (See Appendix 5).
- 10.2.2. Payment will be made by EFT/cheque drawn from the WSF account directly to the CSO Account. The CSO should keep records and supporting documents (receipts) for all WSF funds and have them always available for inspection by WSF or donor representatives.

10.3. Reporting Procedures

- 10.3.1. The CSOs shall furnish WSF with regular financial and narrative reports. The reports may be monthly or just final depending on the duration of the activity and nature of sub-grant. All

reports shall be properly documented with supporting vouchers, invoices and receipts attached (It is important that the supporting documents forms an audit trail³). The financial reports will be prepared using the form provided by WSF (see Appendix 4) and be submitted along with a bank reconciliation report (if a separate bank account was opened for the grant). The narrative report should adequately describe progress toward the achievement of the stated objectives and at the same time reflect the use of the sub-grant funds. If the reports are not submitted or are not in the form acceptable to WSF, further payments to the sub-grantee may be withheld by WSF after due notice to the CSO.

10.3.2. The sub-grantee accepts, understands and agrees to the following financial management and reporting procedures:

- 10.3.2.1. Maintaining separate accounting records of transactions related to the sub-grant funds and applying them to generally accepted accounting principles;
- 10.3.2.2. Maintaining accounting records that properly record and support disbursement of sub-grant funds in accordance with the approved budget;
- 10.3.2.3. Providing WSF full access to the books and records of the sub-grantee (including site visits) to verify assertions in the financial reports submitted by the sub-grantee;
- 10.3.2.4. The sub-grantee undertakes to return to WSF at the end of the sub-grant period all unused funds and any amounts determined by WSF as not allowable expenses under the terms and conditions of the sub-grant agreement;
- 10.3.2.5. The sub-grantee is required, within a period of 30 calendar days after the conclusion of the activities covered by the sub-grant agreement, to submit a final financial report using a form supplied by WSF to the sub-grantee.
- 10.3.2.6. The sub-grantee shall keep accounting records, reports and documentation related to the activity covered by the sub-grant agreement for a period not less than three years after the completion of the project activities.

11. Management of the Sub-Grant

- 11.1. WSF is bound by donor regulations on grant management and therefore it is expected for CSOs to abide by the same rules. The CSO is advised to ensure that the staff involved in the implementation of the grant-funded activity is familiar with the terms and conditions of the sub-grantee agreement and donor regulations on grant Management. See Appendix VI for information on donor regulations.

12. Monitoring the Sub-Grant

- 12.1. Once sub-grants have been awarded, WSF will monitor and evaluate through an on-going process, both programmatically and financially, with regular review of the reports and periodic site visits. This is to foster continued technical support on financial management and advocacy strengthening. For each award WSF will make at least one site visit to the sub grantee's offices and in the field.

13. Audit

- 13.1. WSF (and donor) reserves the right to audit any project at any time, particularly if the financial reports are seriously delayed or if monitoring visits uncover serious financial or administrative

³ In accounting an audit trail is the sequence of paperwork that validates or invalidates accounting entries.

management problems, such as unaccounted funds, theft, inadequate bookkeeping, etc. Sub grantees will be informed in advance if WSF intends to make an audit on the projects. If the reason for the audit is suspected problems in the management of funds, the sub grant may be suspended pending the outcome of the audit. In all cases preliminary audit reports will be issued, and comments will be requested from the respective CSO prior to finalization.

- 13.2. Once the audit is finalized, WSF will decide whether or not to continue with the sub grant, based upon the conclusions of the audit. All audit findings, including reimbursement of disallowed expenses or embezzled funds identified as a result of an audit, must be resolved within six months of the date the audit is finalized.

14. Technical assistance and training

- 14.1. Technical assistance and mentoring to CSO sub-grant recipients will be provided in the management and implementation of WSF activities. The purpose is to achieve program results and to strengthen the CSO's capacities to serve as a Development organization within the scope of WSF's/donor expanded Strategic Objective. The areas of technical assistance will primarily be in the areas of (a) Programming, (b) financial management and administration, (c) organizational development, and (d) leadership/governance.
- 14.2. WSF will follow the OCA methodology to assist in the diagnosis of training and technical assistance needed.
- 14.3. WSF and its partners will also provide technical assistance and mentoring to ensure recipient activities are in compliance with donor standard provisions and regulations and that the results achieved are mutually agreed upon and beneficial to all parties.

15. Sub-Grant Closeout

- 15.1. Sub-grants should be closed out within thirty days following:
 - 15.1.1. The termination of the sub-grant agreement or;
 - 15.1.2. The conclusion of the sub-grant period. Sub-grantees must submit to WSF all financial, technical and any other information required by the sub-grant agreement WSF will ensure that all advances are liquidated, including the reimbursement of any unused cash, and that all expenses have been properly documented. If during the review of this documentation, anything comes to the attention of WSF staff that there are unexplained irregularities, the CSO will be contacted in writing for explanation.

Appendix I: proposal format:

1. Executive Summary: (Please limit this section to between one half to one page in length)

Please provide brief description of project overview, including goals, purpose, key activities and expected results. Summarize the problem and how it will be addressed. Describe the core business of the organization and how it is uniquely qualified to solve the problem. Indicate how much funds are required to implement the project and from which sources. (Please limit this section to one-half to one page in length).

2. Project Rationale: (Please limit this section to 5 pages in length)

This section tries to seek an answer to a question “why this project?”. The applicant is expected to provide a clearly stated justification for the project. The reviewing panel will be seeking answers for the question “do we understand why / what they want to do?” The following are key issues that should feature in this section: -

1. What is the problem or issue?
2. Why is the project important?
3. Who will benefit?
4. What will the project do that has not been done?

In this process of justifying your proposed project you must demonstrate understanding of the environment. For instance, what is perpetuating the problem as well as fostering potential solutions. We encourage the use of baseline survey data to explain the environment. We will also be looking for demonstrated in-depth knowledge of other organizations or networks doing similar or related activities

that you are aware of. You need to demonstrate that you are aware of current initiatives in the respective sector as we seek to promote collaboration and sharing of information among stakeholders.

You may describe critical assumptions if relevant. These are assumed instances which if becomes reality the project may not achieve its intended objectives.

3. Project Description: (Please limit this section to between one and three pages in length).

This section focuses on what does the proposed project seek to achieve. The key factor in this section is to provide a description of the interrelationship between the goal of the project, activities to be carried out, inputs to be provided and results to be achieved. We provide below what we refer to when we speaks of project goal, objective, activities and inputs.

a. Goal and Objectives:

The goal of the project should be stated in broad terms. The goal represents achievements to which the project is intended to contribute in the long term as a result of achieving the project objectives. This is the level at which project beneficiaries are able to sustain the positive benefits without the project inputs. E.g. improve the economy of rural Karamoja Region.

The objectives are specific to the proposed project and state what the project itself is expected to achieve. What do you expect to happen as a result of the project? What will change? E.g. increase the production and sale of high quality Livestock by small farmers.

b. **Activities:** Activities consist in the specific tasks to be carried out under the project to achieve the objectives. These are what project staff and target population are going to do. Activities have to be explained in the proposal in order to give WSF a clear understanding of why they are needed, how they will be carried out, how they are inter- related and how the sum of activities will result in the project objectives. E.g. provide technical support to existing farmer groups.

c. **Inputs:** List the inputs required to carry out the project's activities i.e. what resources the project is necessary for performing the project activities. Inputs can be in the form of personnel, equipment, supplies and funds.

4. Implementation Plan. (Please limit this section to between one and two pages in length)

The proposal should have implementation plan that describes what activities will be conducted and when they will be undertaken. The discussion in this section will describe the manner in which the project will be carried out. The basic question is "Who is involved and How". We seek description of the key actors and what will be their roles in the project. These actors might include community groups, your organization's members, members from the network or consortium, government representatives, the media, other WSF partners etc. The below format will help you to develop an implementation plan:

5. Organizational Background: (Please limit this section to one page in length only):

This section intends to tell us about your organization. The review will be looking for key aspects that demonstrate your organization's capacity to implement projects.

1. State your organization's mission (Why do you exist? What were the purposes of forming your organization and doing what you do?). We want to determine whether this project contributes to your mission.
2. State whether your organization will be the sole implementer or there will be a portion of the program that will be implemented by another organization.
3. Give a brief history of your organization, including
 - How long in existence.
 - Experience in the sector and in the respective thematic area if you specialize e.g. (Health – HIV/AIDS or MCH etc.)
 - Nature of core business activities.
 - Describe how experience of individuals involved in the proposed project will contribute to the success of the proposed project.
4. Give your experience in the proposed geographic areas and previous donors.
5. Tell us about the approximate operating budget of your organization per annum, including the source of funding.
6. Tell us about how your organization is staffed (employed, volunteers, members etc), how many.

Project Implementation Plan												
code	Description/activities	Project Months/Duration								Resources needed	Responsible person	
		1	2	3	4	5	6	7	8			
Objective /Result area 1:												
1.1	Activity											
Objective /Result Area 2:												
2.1	Activity											

KEY:

Activities: List the activities identified to achieve the respective objectives.

Resource Needed: These are the inputs required to accomplish the activity. We prefer not to be expressed in monetary terms. For instance, an activity may be a Training workshop; Resources can be stationeries, a resource person etc.

Person Responsible: These are persons who would be responsible for each activity. Kindly define any acronyms used to identify a responsible person.

If the NGO is carrying out other activities, describe their relationship and possible interaction with the proposed project. Provide a listing or organizational chart which identifies responsible parties for

managing the project. If training is an essential component of the project, a training plan should be included. The training plan should provide the following information:-

- A profile of the target group
- Objectives of the training
- An outline of major topics to be covered in the respective training.

Note: The activities described in this section should be the same activities detailed in your budget.

6. Summary Cost Estimates And Financial Plan

(Number of pages will be determined by the number of activities)

The Financial plan, which will enable Pact to determine if costs proposed by the NGO are reasonable, should include the following:

- A detailed budget broken down by activity and by line items (Refer to sample financial plan on Appendix XXX)
- NGO and or community contribution; cash & in kind valued at 25% on total proposed project costs (If applicable). For example, consider a project proposals whose total cost is \$5,000. \$3,750 of the total amount is being requested from WSF and \$1,250 is applicant's contribution (whether in kind or in cash). The 25% contribution is NOT the 25% of the amount being requested from WSF (\$3,750). It is the 25% of the TOTAL (\$5,000) project cost.
- Availability and anticipated other sources and amounts for funding.
- Only allowable, allocable and reasonable cost estimates are included (Refer "Selection and Review of Applications" sections of the manual.

7. MONITORING And EVALUATION PLAN

(Please limit this section to 2 pages in length)

This section seeks to answer the question "How will you monitor project progress?" You need to clearly define how your results are measurable i.e. if, for example, the result is "Awareness raised" – you need to ensure that you indicate how this can be measured. Therefore we require explanation on: -

- How and who will be responsible for measuring the progress made towards completion of activities and attaining project objectives.
- Identify the type of program indicators to be used in measuring the achievements of results and how will the project be evaluated after completion of the activities.

Appendix 3 a: pre-award assessment tool

SECTION A | ORGANISATIONAL OVERVIEW

Partner category:	
Name of organisation:	
Type of organisation:	
Address of organisation:	
Primary contact person:	
Year of establishment:	
Legal status:	
Thematic areas of work:	
Geographic coverage:	
Annual budget in UGX:	
Main sources of funds:	

SECTION B | MINIMUM CRITERIA FOR NON-GOVERNMENTAL PARTNERS

Description	Yes	No	Comments / Evidence
Does the organisation commit to the guiding principles of the UNCRC, including the principles of non-discrimination, children's participation and the best interest of the child?			
Does the organisation commit to observing WSF's Child Safeguarding Policy (or has in place and enforces an adequate equivalent hereto)?			
Does the organisation commit to observing WSF's Whistle blowing Policy?			
Does the organisation's reputation appear to be consistent with the vision, mission and values of WSF?			
Can it be safely dismissed that the organisation is politically affiliated or			

otherwise compromised on its neutrality and impartiality?			
Is the organisation authorised to work in Uganda and does it hold a valid legal registration with the relevant authorities, if so required?			
Can it be confirmed that the organisation does not appear on the US, UK, UN or EU lists of terrorist organisations?			
Can it be confirmed that, as far as WSF is aware, the organisation is not known or suspected to be involved in any illegal or criminal activity?			

SECTION C | ASPIRATIONS & EXPERIENCE WITH CHILD RIGHTS PROGRAMMING

Description		No or very limited experience/capacity = 0	Moderate level of experience/capacity = 1	Substantial level of experience/capacity = 2	Rating (0/1/2)
1	Does the organisation have a written vision?				
2	Does the organisation have a written mission?				
3	Does the organisation subscribe to a common set of values?				
4	Does the organisation have partnership experience with WSF over the last three years?				
5	Does the organisation have experience with rights-based programming?				
6	Does the organisation have experience with implementation of projects that focus on children?				
7	Does the organisation have experience with working directly with children as a target group?				
8	To what extent has the organisation been involving children in various stages of the project cycle?				
Elaborating					

comments and observations:	
----------------------------	--

SECTION D | GOVERNANCE & MANAGEMENT

Description		No or very limited capacity = 0	Moderate level of capacity = 1	Substantial level of capacity = 2	Rating (0/1/2)
9	Does the organisation have written bylaws or statutes?				
10	Does the organisation have a board/governing body?				
11	Does the board scrutinize and approve relevant budgets?				
12	To what extent does the board give direction and support to management?				
13	Does the organisation have a clear line management structure?				
14	Are staff members regularly heard and involved in decision making processes?				
15	Does management ensure that planning takes place in a systematic way within the organisation?				
16	Does management take measures to analyse and manage risks?				
Elaborating comments and observations:					

SECTION E | STRATEGY & PROGRAMMING

Description		No or very limited capacity = 0	Moderate level of capacity = 1	Substantial level of capacity = 2	Rating (0/1/2)
17	Does the organisation have a written strategy or long-term plan for its work?				
18	Does the organisation have experience in programme design				

	and development?				
19	Does the organisation make use of monitoring tools?				
20	Does the organisation pay attention to measuring programme impact?				
21	Does the organisation assess options for scaling up/replication?				
22	Does the organisation take measures to ensure the sustainability of its Programme work?				
23	Has any external evaluations of the organization's work been carried out over the last two years?				
24	Does the organisation have experience with implementation of emergency programmes?				
Elaborating comments and observations:					

SECTION F | HR & INFRASTRUCTURE

Description	Staff distribution			Female	Male
	Technical/Programme	Operational/Support	Total		
No. of full-time staff					
No. of part-time staff					
No. of volunteers/interns					
Total					
Of which have disabilities					
Please list core thematic/technical competencies and types of expertise available within the organisation:					
Description		No or very limited capacity = 0	Moderate level of capacity = 1	Substantial level of capacity = 2	Rating (0/1/2)
25	Does the organisation have an HR manual or other written procedures for HR management?				

26	Does the organisation have dedicated HR staff onboard?				
27	Does the organisation apply open and transparent recruitment processes?				
28	Do members of staff have a written employment contract and a job description?				
29	Does the organisation make use of performance appraisal and feedback?				
30	Is the organisation mindful and proactive about safety and security of staff?				
31	Does the organisation have adequate office space and work stations for the current needs of the programme?				
32	Does the organisation have adequate means of transport for the current needs of the programme?				
Elaborating comments and observations:					

SECTION G | FINANCIAL & GRANT MANAGEMENT

Description		No or very limited capacity = 0	Moderate level of capacity = 1	Substantial level of capacity = 2	Rating (0/1/2)
33	Does the organisation develop a general budget in addition to programme budgets?				
34	Does the organisation operate an accounting system with a corresponding manual?				
35	Does the organisation hold a bank account in its name?				
36	Does the organisation have a chart of accounts?				
37	Is there segregation of duties in the processing of transactions?				
38	Is there an internal control system for finance?				
39	Are vouchers serially pre-				

	numbered and filed with original supporting documents?				
40	Does the organisation operate a petty cash system?				
41	Does the organisation operate a debtors/advance ledger?				
42	Does the organisation have written procedures for procurement?				
43	Does the organisation have a register of fixed assets?				
44	Does the organisation operate a grant management system and file narrative and financial reports?				
45	Has any external audits been carried out within the last two years?				
Elaborating comments and observations:					

SECTION H | EXTERNAL RELATIONS & FUNDRAISING

Description		No or very limited capacity = 0	Moderate level of capacity = 1	Substantial level of capacity = 2	Rating (0/1/2)
46	To which extent does the organisation coordinate its work with authorities and other actors?				
47	Is the organisation carrying out advocacy activities?				
48	Does the organisation communicate messages through printed, electronic or live media?				
49	Does the organisation document and publicise any of its work?				
50	Does the organisation expect to receive funds from other sources than WSF over the next year?				
51	Does the organisation have a fundraising plan?				
Elaborating comments and observations:					

RATING OVERVIEW

		No. of questions that could not be answered	Rating subtotals	Out of possible
Section C	Aspirations & Experience with CRP			
Section D	Governance & Management			
Section E	Strategy & Programming			
Section F	HR & Infrastructure			
Section G	Finance & Grant Management			
Section H	External Relations & Fundraising			
Total for all sections				
Any other comments or observations:				
Is the organisation currently receiving any capacity building from other partners (if yes, which kind)?				

Assessment location and date:

The above assessment was carried out by:

Name:

Title:

Signed: _____

Date:

Name:

Title:

Signed: _____

Date:

Name:

Title:

Signed: _____

Date: _____

Approved by

Name:

Title:

Date:

Appendix 4:

PARTNER AGREEMENT

between

Warrior Squad Foundation in Uganda

(Hereafter referred to as “WSF”)

PO Box 87, Kotido

and

The{Partner organisation}

(hereafter referred to as the “Partner”)

PO Box, Kotido

This agreement is made between WSF and the Partner to undertake specific activities under a project **(Insert Project ID)** (The “Project”).

The funds to be made available by WSF for the Project are being provided by..... under an agreement (the “Principal Agreement”) with (the “Donor”).

The details of the Project activities are set out in the Project documents appended to this agreement as Annex {A} and {B} (the “Project Documents”).

The parties enter into this agreement in the spirit of WSF’s *Partnership Principles*, which are: value-driven and empowering relationships; transparency and accountability; and mutual benefit. A copy of WSF’s *Partnership Principles* is available upon request.

I. TERM

1.1. This agreement shall have effect from and shall expire unless terminated earlier or extended by mutual written agreement.

2. FUNDING

2.1. WSF approves the allocation of **UGXs (Seven hundred forty seven million, one hundred sixty eight thousand, six hundred ninety six shillings)** equivalent to **(two million, eight thousand, five hundred and eighteen)** to the Partner as set out in the Project budget in Annex B (“Project Budget”).

2.2. Payments and return of funds under the agreement will be in Uganda Shillings.

3. USE OF THE FUNDS

- 3.1. Both parties to this agreement are required to comply with the conditions of the Donor in Annex D and any applicable policy, guideline or other requirement from time to time of the Donor (together the “Donor Conditions”). Should there be any discrepancy between this agreement and the Donor Conditions, the latter will prevail.
- 3.2. The Partner shall not be permitted to use the funding allocated under this agreement other than in accordance with the Project Budget. The Partner shall be permitted to vary/deviate from the Project Budget up to a maximum of 10% of each budget {line/heading}, and will notify such variances to WSF. Any more significant variances may only be made on agreement by WSF and/or the Donor (as required).
- 3.3. Where WSF has provided non-cash items under the Project, the Partner shall be responsible for their safety and security, and for ensuring they are applied towards their intended use.
- 3.4. Any exchange losses that may arise against the overall contract value due to a weakening in US dollar will be addressed by joint agreement of both parties. Where required this agreement will be re-negotiated to ensure inputs/outputs are affordable within the Project Budget.
- 3.5. If there are reasonable grounds to suspect that any irregularities, misappropriation, or misuse of funds has occurred during or after the period of the Project and the Partner fails to justify the cost with sufficient explanation and documentary evidence as determined by WSF or the Donor (as the case may be), the Partner must refund that amount to WSF immediately.
- 3.6. Funds disbursed under this agreement must be held in accordance with the Donor Conditions. Any interest accrued on the funds disbursed under this agreement or any income accrued or received as part of the Project activities should be properly reflected by the Partner in its books of account and financial reports. Unless otherwise stated in the Donor Conditions, the Partner agrees to refund such interest and/or income amounts back to WSF.

4. PAYMENT

4.1. The funds under this agreement will be disbursed in installments as follows:

Installment	Amount	Earliest payment date	Conditions for payment
1 st Installment			

2 nd Installment			
Final Installment			

4.2. The installment(s) will be disbursed by WSF according to the payment method agreed by both parties.

4.3. WSF reserves the right to withhold, vary the date and/or amount of any installment(s) otherwise due to the Partner (including off-setting against any payments due to WSF) for any of the following reasons:

- a. where it reasonably considers it necessary to avoid a possible violation of Donor Conditions (including in relation to a misappropriation, misuse or other irregularity in use of funds), applicable laws or regulations, or to avoid a safety or security threat to staff, contractors, beneficiaries or any other persons;
- b. pending submission of satisfactory narrative and financial reports by the Partner or satisfactory response by the Partner on adverse findings of WSF or the Donor following an inspection/review/audit; or
- c. Under or over utilisation of funds as per financial report.

4.4. If any such withholding or variation of installment(s) is required by SCI, it shall be notified to the Partner in writing.

5. RESPONSIBILITIES OF THE PARTIES

5.1 WSF will:

- a. carry out a kick off meeting with Partner staff and other stakeholders covering the Project arrangements, including those set out in this agreement and annexes;
- b. ensure that it provides to the Partner timely notification of any amendments or variations in the Donor Conditions;
- c. support the implementation of the Project by providing (where requested by the Partner and as agreed by the parties) capacity strengthening support; and
- d. as part of the WSF mandate for working with Partners who work with children, provide training on the *WSF Child Safeguarding Policy* (Annex E) for Partner staff who will have direct responsibility for implementing the Project, as well as the line managers of those staff; and
- e. Provide the Partner with safety and security related information and support. In particular, WSF shall:
 - share with the Partner safety and security risk analyses, briefings and procedures;
 - make available to the Partner safety and security training resources; and
 - make available to the Partner support from its in-country safety and security team (contact: Milton Lopiria, 0392002597) during the period that the Partner is carrying out the actions that are the subject of this agreement,

In each case appropriate to the tasks being undertaken by the Partner for the Project and the environment in which those tasks are being undertaken, and as otherwise agreed by the parties.

5.2 The Partner will:

- be responsible to comply with all the laws of the country(ies) of implementation;
- follow the Donor Conditions, as may be notified to the Partner by WSF from time to time, whether during the term of the Project or any time thereafter should any requirement continue following the conclusion of the Project;
- not enter into any sub-grants or sub-contracts using Project funds without the prior written approval of WSF; and
- Immediately notify WSF of any resources (including funds) that are or may be available from sources other than WSF for Project activities.

6. PROJECT SUPERVISION

6.1. WSF appoints (*insert name of staff*), **Project Officer, (*insert email address*)** as the WSF project manager (a “Project Manager”) responsible for overall supervision of the Project and the following as key personnel (each a “Key Personnel”):

Role	Name and contact details

6.2. The Partner appoints, (position), (*insert email and telephone number*), as the designated person responsible for the day-to-day implementation of the Project (a “Project Manager”) and submission of financial and narrative reports required under this agreement, and the following as key personnel (each a “Key Personnel”):

Role	Name and contact details

6.3. If a party’s Project Manager or Key Personnel is replaced, that party shall inform the other in writing of the person’s successor. The parties shall ensure that any successor is fully conversant with the terms and conditions of this agreement.

7. REPORTS

7.1. The Partner is required to provide to WSF the reports as specified in the schedule below. These reports shall be in the format agreed by the parties as set out in Annex C (“Reporting Format”).

Report	Period covered	Submission timeframe
Narrative and financial monthly reports	Every month	
Quarterly narrative and financial reports{XX}	Quarterly (3 months covered	

- 7.2. All the Partner’s reports are to be written in English unless WSF agrees they can be written in another language.
- 7.3. The Partner agrees to make all reasonable modifications and corrections to a report within 15 days of WSF’s request.
- 7.4. The Partner shall keep an up-to-date asset register for all purchased equipment under the Project. The Partner will submit the asset register to WSF on request and with the final narrative and financial report.
- 7.5. Each party agrees it will notify in writing the other as soon as possible of any significant change in the Project or any difficulty or delay (including a safety or security incident) which might significantly affect adherence to the proposed time schedule and/or the execution of the Project. When notifying the other party a statement of the action taken or contemplated and any assistance needed to resolve the problem should be included.

8. REVIEW, MONITORING AND EVALUATION

- 8.1. WSF and the Partner will jointly design monitoring and evaluation plans, including the development of impact indicators for the Project, and will work together in supporting the carrying out of evaluations.
- 8.2. The Partner shall facilitate any visits by WSF, the Donor, or their appointed representatives in connection with the Project. The dates of the visits shall be jointly agreed by both parties.
- 8.3. WSF shall ensure its program and finance staff undertake field visits according to a schedule agreed with the Partner. WSF commits itself to deliver its observations to the Partner in writing on the programmatic, administrative and accounting systems and procedures of the Project.
- 8.4. The Partner and WSF shall hold regular co-ordination meetings, at least once per calendar year. Parties at co-ordination meetings may mutually review and share feedback, lessons learnt, achievements and ways of working. All outcomes at these meetings shall be recorded in writing and shared with both parties.

9. FINANCIAL RECORDS AND AUDITS

- 9.1. The Partner agrees to keep separate books of account and other financial records so that the payments and expenditures made under this agreement can be easily identified. The books of account and other financial records must be accurate, up to date and include all relevant supporting documents.
- 9.2. The Partner agrees to maintain original books of account and other financial records for 10 years (or longer if specified in the Donor Conditions) after the expiration or earlier termination of this agreement. The Partner may request that all financial records be passed to WSF for retention for the required period with written approval of both parties.
- 9.3. With prior notice, the Partner agrees to co-operate with (during the term of this agreement and for 10 years thereafter) WSF, or any person authorised by WSF, in any audit or review of books of account and other financial records relevant to this agreement, and in any other reasonable examinations or investigations into Project activities.
- 9.4. Upon a request by WSF, the Partner agrees to appoint independent auditors satisfactory to WSF to inspect, review and audit the books of account and other financial records relevant to this agreement, and to conduct any other reasonable examinations or investigations into Project activities. If the Project Budget does not provide for the cost of such an audit, the cost shall be allocated in such a manner as shall be agreed between the parties.
- 9.5. The Partner agrees to:
- a. implement any agreed recommendations arising from an audit carried out under this Clause 9 within any agreed timeframe; and
 - b. Reimburse WSF the amount of any expenditure disallowed by independent auditors through an audit exception or other appropriate means based upon a finding that such expenditures failed to comply with a provision of this agreement.
 - c. The Partner agrees to provide copies of its annual audited financial statements reflecting the funds received under this agreement if these are not already covered by WSF facilitated audits.

10. PROCUREMENT

- 10.1. All procurement must be carried out under the principles of best value for money, transparency, accountability, and fair competition and equal treatment of suppliers.
- 10.2. Unless wsf agrees in writing, the WSF Procurement Procedure (Annex F) will apply to the procurement of goods, works and services purchased with the Project funds.
- 10.3. Where the Donor Conditions for the procurement of goods and services are more stringent than the guidelines specified above, the Donor's Conditions will prevail.

11. USE AND DISPOSAL OF ASSETS, EQUIPMENT AND INVENTORY

- 11.1. All the assets, equipment and inventory purchased using Project funds must be:
- 11.2. used solely and exclusively for the Project;
- 11.3. held safely and securely and protected from damage, theft or loss; and

- 11.4. Managed in accordance with any Project specific procedures notified to the Partner from time to time.
- 11.5. All the assets, equipment and inventory items procured by the Partner or provided by WSF remains the property of WSF unless otherwise specified in the Donor Conditions or the table below.

[IF CERTAIN PROJECT ASSETS ARE TO BE OWNED BY THE PARTNER DURING THE PROJECT, COMPLETE THIS TABLE. SUFFICIENT DETAILS SHOULD BE PROVIDED SO THAT THE ITEMS CAN BE EASILY AND CLEARLY IDENTIFIED.]

OTHERWISE, INSERT "NOT APPLICABLE" UNDER EACH COLUMN IF ALL ASSETS REMAIN PROPERTY OF WSF]

Item description	Details of item (eg. serial and model number, specifications which would allow the item to be identified)	Quantity
Not applicable or XX	Not applicable or XX	Not applicable or XX

- 11.5.1. Subject to Donor restrictions on disposal of assets, equipment and inventory, WSF reserves the right to dispose of assets, equipment or inventory which are the property of WSF as it deems fit. Disposal includes but is not limited to, handing over such items to the Partner, Government, its agencies, communities or beneficiaries.

12. LIABILITY, INDEMNIFICATION, INSURANCE AND TAXES

- 12.1. WSF shall not, in any circumstances or for any reason, be responsible or held liable for:
- 12.1.1. loss or damage sustained or caused in the course of implementing the Project by the Partner's personnel, vendors, agents, partners, sub-contractors and associates;
 - 12.1.2. any third party claims, losses and expenses that may arise from the Partner's negligence, recklessness or intentional act or omission that is related to or in connection with this agreement;
 - 12.1.3. compensation for the death, disability, or other hazards which may be suffered by the personnel, vendors, agents or other representatives of Partner arising from Partner's performance in connection with this agreement; and
 - 12.1.4. The safety and security of the Partner or its employees, consultants, volunteers or other representatives.

- 12.2. In the case that WSF is held liable for any default of the Partner, the Partner undertakes to indemnify WSF against such liabilities from its own resources.
- 12.3. The Partner shall take out and maintain insurance policies as may be reasonable and prudent in the context of the Project with reputable insurers during the agreed and extended duration of the Project. The Partner and WSF shall also agree the insurance requirements for the items of equipment procured by the Partner or provided by WSF. Insurance premiums shall be appropriately built into the Project Budget.
- 12.4. The Partner shall be liable for all taxes arising out of payments made under this agreement.
- 12.5. The Partner must ensure that all expenditure complies with the Donor Conditions for VAT. Where there is no specified requirement, then all goods and services presented in the Project Budget shall include applicable VAT or any other tax or duty.

13. WSF POLICIES

13.1. Child Safeguarding

- 13.1.1. The WSF *Child Safeguarding Policy* (Annex E) forms an integral part of this agreement. The Partner has read and understood this policy before signing this agreement and agrees to fully comply with it.
- 13.1.2. The Partner shall ensure: Its staff attend training on the WSF *Child Safeguarding Policy* provided by WSF under Clause 5.1(d); and Concerns about possible breaches of the WSF *Child Safeguarding Policy* are brought immediately to the attention of WSF. The parties will agree how such concerns will be investigated safely, confidentially and in a timely manner. Any investigation in relation to violations of the WSF *Child Safeguarding Policy* must take into consideration the best interests and safety of the child (ren) involved.

13.2. Fraud, Bribery and Corruption

- 13.2.1. The Partner shall ensure that all assets, funds and resources associated with the Project are protected from all fraud, corruption, loss, misappropriation or misuse.
- 13.2.2. The Partner shall recognize and abide by WSF's zero tolerance approach towards fraud, bribery and corrupt practices and shall fully comply with all applicable laws, statutes, regulations and codes relating to bribery and corruption.
- 13.2.3. The Partner shall notify WSF immediately upon becoming aware of detected, suspected, or attempted fraud, bribery or corruption and will investigate and take action against any fraud, bribery or corruption which affects this Project.
- 13.2.4. The Partner warrants that neither the Partner nor any of its personnel, agents, partners, sub-contractors, suppliers/vendors and associates connected with the Project: has given or accepted, or offered or agreed to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so; or shall give or accept, or offer or agree to give or accept any payment, gift or other benefit (i.e. a bribe) to induce someone to enter into a contract or otherwise to act improperly or to reward them for having done so.

Neither the Partner nor its personnel, agents, partners, sub-contractors, suppliers/vendors and associates shall accept for their own benefit any trade commission, discount or similar payment or benefit in connection with this agreement.

13.3. Terrorism and Prohibited Parties

- 13.3.1. The Partner shall not engage in any financial transaction or other dealing with a prohibited party (i.e. an individual or entity that is proscribed or designated on an official government, EU or UN list because it is directly or indirectly involved in terrorism activities or activity on behalf of a sanctioned country) ("Prohibited Party") in connection with this agreement.
- 13.3.2. The Partner shall provide to WSF for vetting purposes the names and dates of birth of its key staff as well as the names of any sub-grantee groups or individuals (with dates of birth if possible) who are due to receive funds from the Partner as part of the Project. For the avoidance of doubt, this requirement does not extend to beneficiaries.
- 13.3.3. The Partner shall inform WSF immediately if, during the course of this agreement, it becomes aware of any link whatsoever between the Partner and any organisation or individual who may be perceived to be linked in any way to terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted: financial transaction or other dealing with a Prohibited Party or a terrorist group; and diversion of Project assets, funds or resources to a Prohibited Party or a terrorist group.
- 13.3.4. The Partner shall ensure that any person associated with the Project who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Partner in Clause 13.1 to 13.4. The Partner shall be responsible for the observance and performance by such persons of, and shall be directly liable to WSF for any breach by such persons of any of these terms.

13.4. Whistle blowing

- 13.4.1. WSF shall hear, respect and act appropriately upon any reports by Partner staff or third parties of serious malpractice by WSF (including any suspicion of fraud) or for which WSF is responsible in accordance with WSF's Whistle blowing Policy.

14. FINANCIAL GUIDELINES

- 14.1. The Partner agrees to comply fully with its own financial policies and procedures and all applicable Donor Conditions.
- 14.2. Where there is a conflict between the policies and procedures in Clause 14.1 and those contained in Donor Conditions, the one involving greater degree of internal control shall

prevail and be followed. The Partner may also seek clarification from WSF in writing before acting upon it.

15. PUBLICITY AND VISIBILITY

15.1. Instructions on the use of WSF and the Donor's name and logo shall be obtained from WSF and any use of such name and logo shall be approved WSF and per Donor Conditions.

15.2. In addition to complying with any Donor Conditions relating to visibility and external communications, the Partner will comply with any communications strategy agreed with WSF and will as a minimum include the Donor and WSF's name and logo in any external publications produced in connection with the activities.

15.3. Unless otherwise agreed, the Partner shall, prior to publishing any material or document containing WSF or the Donor's name or logo, submit such material or document to WSF for approval.

15.4. In carrying out the Project, the Partner will not do anything that may reasonably be expected to damage the reputation of WSF or the Donor.

16. INTELLECTUAL PROPERTY

16.1. Without prejudice to any Donor Conditions relating to intellectual property, any intellectual property rights in materials prepared by or on behalf of any party to this agreement in pursuance of the Project shall be owned by that party, but licensed to the other party, on a worldwide, perpetual, royalty-free and irrevocable basis, to use or allow others to use for the purposes of this Project.

16.2. Where WSF has provided the Partner with any of its intellectual property rights for use in connection with the Project the Partner shall on termination of this agreement, cease to use such intellectual property rights immediately and shall either return or destroy such intellectual property rights as requested by WSF.

17. AMENDMENT OF AGREEMENT

17.1. Amendments to this agreement or the annexes will be made in writing and signed by persons authorised to act on behalf of the parties hereto.

17.2. Where approval is also required from the Donor, WSF is responsible for seeking that approval before confirming the amendment with the Partner.

18. CONFIDENTIALITY

18.1. WSF and the Partner agree to share information pertaining to the Project (including information on relevant safety and security risk) with each other. Barring mandatory disclosure to the Donor, Government and other statutory authorities, the agreement and its details shall be kept confidential and shall not be disclosed to others, without prior consent of the other party.

19. ALTERATION, SUSPENSION OR TERMINATION OF THE AGREEMENT

19.1. Termination or suspension of the agreement

19.1.1. Either party may terminate the agreement by giving one month written notice.

19.1.2. WSF may, without prejudice to its other rights, suspend or terminate this agreement with immediate effect by written notice to the Partner where:

- the Partner, either directly or through its personnel or through a third party, breaches any of its obligations under this agreement and fails to remedy such breach within 15 days of being notified by WSF;
- for any reason, the Partner is unable to continue with the implementation of the Project under the terms and conditions hereof;
- direct or indirect publicity concerning the Partner materially and adversely prejudices the activities of WSF, the Donor or the Partner;
- There is misuse or misappropriation of Project funds or assets, or any fraud or acts in connection with the Project which may bring WSF into disrepute or is materially adverse to the interests of WSF; or it is required in order to comply with applicable laws or requirements of regulatory authorities.

19.2. Alteration, suspension or termination of the Principal Agreement

19.2.1. In the event that the Principal Agreement is altered, terminated or suspended by the Donor then WSF may, at its sole discretion, alter, terminate or suspend this agreement with immediate effect at any time by written notice to the Partner, giving the reason(s) for such alteration, termination or suspension.

19.2.2. Where this agreement has been altered, terminated or suspended pursuant to Clause 19.2(a), the Partner shall take such steps as are necessary to alter, suspend or terminate the activities provided for under this agreement, (including altering, suspending or terminating any sub-contracts) in a timely and orderly manner, as agreed with WSF, and shall minimise any further expenditure in the case of termination or suspension of the agreement.

19.2.3. If the agreement is terminated under this Clause 19:
The Partner shall:

- stop Project activities and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from WSF in relation to these activities;

- Provide an account reconciliation of award funded expenditure up to the date of termination. This should include any further expenditure after the date of termination which it cannot reasonably be expected to avoid or recover;
- submit a final narrative and financial report to WSF within 30 days of the termination date;
- unless otherwise agreed in writing by both parties, return to WSF the assets and equipment purchased using funding made available under this agreement within 30 days of the termination date;
- Transfer back any unspent funds to WSF within 30 days of the termination date.

19.2.4. WSF will make payments due to the Partner under this agreement following a termination for award activities, inputs and outputs rendered to WSF's satisfaction up to the date of termination. WSF shall not be obligated to pay for any expenses incurred by the Partner after the effective date of the notice of early termination which the Partner can reasonably be expected to avoid or recover. In addition WSF reserves the right to recover any sums which have been paid in advance and which are unspent, or should not reasonably have been spent, at the date of termination or to offset any such sums against any payments due.

19.2.5. If the agreement is suspended for any reason under this Clause 19, Clause 19.3 other than Clause 19.3(a)(iii) shall apply with the necessary modifications.

19.3 Force Majeure

19.3.1 The Partner shall not 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 result from events, circumstances or causes beyond its reasonable control. If the force majeure event continues for more than 2 months, WSF may terminate the agreement immediately by written notice to the Partner. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the agreement occurring prior to such termination.

19.3.2 In the event there is a security risk in the geographic areas of, or there is suspected to be systematic fraud, corruption or a diversion of funds within, the Project's operations which could significantly impair the developmental value of the Project or present an unacceptable level of risk to a party, the parties shall consult at the earliest opportunity on measures to resolve the problem and identify possible courses of action. In the event that the parties agree to suspend or terminate the agreement, Clauses 19.3 and 19.4 shall apply with the necessary modifications.

19.3. DISPUTE RESOLUTION MECHANISM

19.3.1. Both WSF and the Partner agree to solve all misunderstandings or disputes that might arise throughout the implementation of the Project in a friendly manner.

- 19.3.2. If having used reasonable endeavors to settle a dispute informally, either party considers the dispute cannot be so settled, it may give notice that the dispute is being referred to the appropriate level in accordance with the escalation procedure below for resolution.
- 19.3.3. The recommended levels of the escalation procedures are:

1st level. WSF Project Officer and Partner Project Officer.

2nd level. WSF Program Coordinator and equivalent position at the Partner.

3rd level. WSF executive director and equivalent position at the Partner.

In case the dispute cannot be settled via the escalation procedure, both WSF and the Partner agree to settle the dispute by the appointment of a mutually agreed independent arbitrator. The award of the independent arbitrator shall be final and binding on both the parties.

PROJECT COMPLETION

At the completion of the Project, subject to approval of the final financial and narrative reports, disposal of assets, equipment and inventory and fulfillment of other applicable Project obligations, WSF will provide written confirmation to the Partner of the satisfactory completion of the Project.

ANNEXES

The following annexes shall form part of this agreement.

Annex A	Project documents (including detailed Implementation Plan, Log Frames, Annual Activity Plans, GIK documentation including valuation etc)
Annex B	Project Budget
Annex C	Reporting Format(s)
Annex D	Donor conditions
Annex E	WSF child safeguarding Policy
Annex F	<i>WSF Procurement Procedures</i>

By their signature below, WSF and the Partner have agreed to the terms and conditions of this agreement, including all its annexes.

Signed on and behalf of:

WARRIOR SQUAD FOUNDATION,

Signed on and behalf of:

grantee

Name:

Title: Executive Director

Name:

Title:

Appendix V: Funds Request Form