

**Grant Agreement  
Between  
The Partnership for Transparency Fund, Inc.  
And  
Assembly of Youths for a Sustainable Environment and Development (ASYOUSED)**

The Assembly of Youths for a Sustainable Environment and Development (ASYOUSED) has requested financial support of The Partnership for Transparency Fund, Inc. (PTF) to expand upon the successful results of the recently completed (12/10) *Improving communication between the Buea municipal council and the population*. The project developed and implemented a model designed to change traditional practices of individual councilors by which personal and individual purposes were served in identifying projects for the constituents who elected them, to a more transparent process in which constituents participated in identifying projects that reflected constituent needs. In addition, some projects were often never started and/or completed, although funds were paid to contractors or other interested persons. The model to improve transparency and reduce corruption was designed jointly by the ASYOUSED and the Buea municipal council. Joint teams then implemented a participatory approach in 35 out of 40 the constituencies in Buea to identify projects that were taken under consideration by the Buea council.

The new program will be called *“Improving transparency in project identification process and project realization cycle in the Tiko and Buea municipal councils”* and will commence from April 2011. This program will: apply the model developed and implemented in Buea to the Tiko municipal council and constituents; and develop a tracking system in cooperation with Buea councilors to monitor the realization of the projects funded for 2011 (9 out of 24 project identified by Buea reflect constituent input).

2. ASYOUSED has submitted the attached Project Proposal dated 5 April 2011 (this is a revision of original proposal dated 22 March), which includes background information on ASYOUSED, an operational plan for the project, and a detailed breakdown of costs. Also attached is a response to questions posed by PTF to the 5 April submission. The response was received 15 April 2011.

3. On the basis of this information, PTF has approved a grant of \$35,000 (USD thirty-five thousand, rounded from the request of \$34,995), 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 \$17,000 (USD seventeen thousand) to be disbursed on signature of this Grant Agreement.
- b) Second tranche of \$14,500 (USD fourteen thousand five hundred) 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 ASYOUSSED, 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: two workshops completed and tracking system developed);

- c) Third tranche of \$3,500 (USD three thousand five hundred) to be disbursed on receipt from ASYOUSSED 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 ASYOUSSED.
4. ASYOUSSED on its part commits to provide counterpart funding of \$12,500 (USD twelve thousand five hundred) or its equivalent in local currency, to make up the balance of the \$47,500 (forty-seven thousand five hundred) estimated total cost of the project, and any additional balances needed to complete the project.
  5. The PTF grant will be made available to ASYOUSSED 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 its 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 ASYOUSSED, 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 ASYOUSSED to the PTF.
    - d) ASYOUSSED 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 ASYOUSSED, 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 29 February 2012.
    - e) ASYOUSSED 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.<sup>1</sup>

- f) PTF shall have the right, upon reasonable notice, to inspect (or to have its designated representatives inspect) the books and records of ASYOUSED relating to the project and to the grant.
- g) ASYOUSED will make brief quarterly reports (suggested July & October 2011) on the implementation of the project accompanied by a statement of expenditure showing the use of PTF funds and, on project completion, a full detailed final report (February 2012) summarizing the implementation of the project and its outcome and assessing the impact of the project on reducing corruption, its likely sustainability and the lessons learned, together with a certified final itemized statement of expenditure. 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. ASYOUSED will furnish the person appointed to undertake this task all possible assistance and access to all relevant documents and personnel.
- i) ASYOUSED will post this Grant Agreement, the Project Proposal, the final project report, and the statement of expenditures on the ASYOUSED's website (if applicable) and PTF shall have the right to post on its website such documents and any other reports received from ASYOUSED or from its independent evaluation of the project.

6. ASYOUSED 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. ASYOUSED shall compensate PTF in the event that PTF suffers any liability or expense as a result of ASYOUSED's failure to obtain any such required approvals or to pay any such tax liability.

7. This Grant Agreement will become legally binding and effective when signed on behalf of ASYOUSED and a copy of the signed Agreement is received as a .pdf email attachment addressed to Roger Sullivan, Secretary, PTF at [rsullivan@ptfund.org](mailto:rsullivan@ptfund.org). For all purposes the Grant Agreement shall be evidenced by .pdf copies of counterparts signed by PTF and, separately, ASYOUSED and such counterparts shall be deemed to constitute one and the same instrument. Requests for subsequent tranche releases may be sent by email to the PTF Secretary at [rsullivan@ptfund.org](mailto:rsullivan@ptfund.org).

8. The responsible PTF Project Advisor in respect of this project is Jane G. Schubert [Jschubert@ptfund.org](mailto:Jschubert@ptfund.org) or [Janeschubert@aol.com](mailto:Janeschubert@aol.com) or any other Project Advisor as PTF

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<sup>1</sup> In the case of grants of \$100,000 or more, these provisions are to be rewritten to require audited project accounts.

may subsequently notify to ASYOUSSED. Such Project Advisor shall be ASYOUSSED's principal point of contact in respect of the project.

9. The responsible ASYOUSSED project director in respect of this project is Asah Azefer ([asyoused@yahoo.com](mailto:asyoused@yahoo.com)) or such other project director as ASYOUSSED may subsequently notify to PTF. Such project director shall be PTF's principal point of contact in respect of the project.

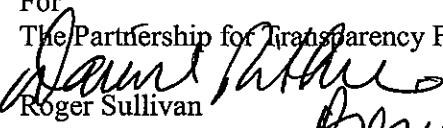

10. Each of PTF and ASYOUSSED represents and warrants, for the benefit of the other party, that:

- 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, ASYOUSSED 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 ASYOUSSED is organized and operates.

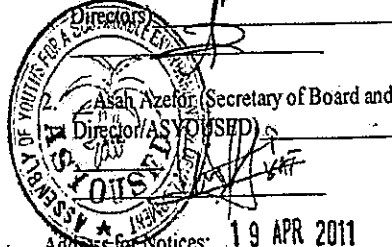
11. This Grant Agreement shall be governed by the laws of the District of Columbia in the United States of America, the jurisdiction in which PTF's principal executive offices are located. In the event of any dispute between the parties in respect of the Grant Agreement, the parties shall act in good faith to resolve such dispute through discussions and negotiation, 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:

For  
The Partnership for Transparency Fund, Inc.  
  
Roger Sullivan  
Secretary  
  
April 21, 2011

Assembly of Youths for a Sustainable  
Environment and Development (ASYOUSED)

1. Francisca Ayuk Mbi (Chair-Board of



2. Asah Azefor (Secretary of Board and  
Director/ASYOUSED)

Dated: 18 April 2011

Address for Notices: 19 APR 2011

ASYOUSED

Attention: Asah Azefor/Secretary of Board

P.O. Box 244  
Limbe, South West Region  
May-Staphane Building  
Lumpsum Quarters  
Limbe, Cameroon  
Email: asyoused@yahoo.com

Attachments:

1. Project Proposal dated 5 April 2011
2. Response to Questions 15 April 2011

Revised March 17, 2011

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