

Grant Agreement
Between
The Partnership for Transparency Fund, Inc.
And
Sustainable Aid Through Voluntary Establishment-Ghana

1. Sustainable Aid Through Voluntary Establishment-Ghana (SAVE-Ghana) has requested financial support from The Partnership for Transparency Fund, Inc. (PTF) to implement a program at seven schools in rural Upper West Region in Ghana to (a) reduce teacher absenteeism, (b) to reduce from school payrolls non-existing teachers, (c) to reduce the misuse of school funds from the central government, and (d) to reduce the practice of teachers using their student as farm workers during the school day. The program will be called "Promoting Accountability and Responsiveness for Improved Basic Education in Ghana" and will commence on or before December 1, 2011.
2. SAVE-Ghana has submitted the attached Project Proposal dated October 19, 2011, which includes background information on SAVE-Ghana, 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\$26,500.00 (United States dollars) 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 \$12,000 (United States dollars) to be disbursed upon signature of this Grant Agreement.
 - b) Second tranche of \$12,000 (United States dollars) 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 SAVE-Ghana, showing the itemized use made of the first tranche funds, and [2] a brief report on progress made in the implementation of the project at five months showing that the proposal is on schedule and that: (i) pre-implementation meeting with local authorities and key stakeholders have been completed; (ii) SAVE-Ghana has completed the document and policy reviews; (iii) SAVE-Ghana will have started (but not completed) the organized capacity building training programs; (iv) SAVE-Ghana will have organized some stakeholder dialogues with school authorities; (v) SAVE-Ghana will have started the media campaign on corruption issues; (vi) SAVE-Ghana will have had some participatory project review meetings and (vii) review based monitoring will have commenced.
 - c) Third tranche of \$2,500 (United States dollars) to be disbursed upon receipt from SAVE-Ghana 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 both the chief financial officer and the executive director of SAVE-Ghana.

4. SAVE-Ghana on its part commits to provide counterpart funding of \$4,086.00 (United States dollars), or its equivalent in local currency, to make up the balance of the \$30,583.00 (United States dollars) estimated total cost of the project, and any additional balances needed to complete the project.
5. The PTF grant will be made available to SAVE-Ghana 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 or 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 SAVE-Ghana, 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 SAVE-Ghana to the PTF.
 - d) SAVE-Ghana 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 SAVE-Ghana, 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 December 31, 2012.
 - e) SAVE-Ghana shall provide PTF a copy of its audited financial statements for each year during the term of the grant as soon as practicable but no later than 180 days after 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 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 SAVE-Ghana relating to the project and to the grant.
 - g) SAVE-Ghana will make brief quarterly reports 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 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. SAVE-Ghana will furnish the person appointed to undertake this task all possible assistance and access to all relevant documents and personnel.
- i) SAVE-Ghana will post this Grant Agreement, the Project Proposal, the final project report, and the statement of expenditures on SAVE-Ghana's website, and PTF shall have the right to post on its website such documents and any other reports received from SAVE-Ghana or from its independent evaluation of the project.

6. SAVE-Ghana 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. SAVE-Ghana shall compensate PTF in the event that PTF suffers any liability or expense as a result of SAVE-Ghana'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 SAVE-Ghana and a copy of the signed Agreement is received as a .pdf email attachment addressed to Roger Sullivan, Secretary, PTF at rsullivan@ptfund.org. For all purposes the Grant Agreement shall be evidenced by .pdf copies of counterparts signed by PTF and, separately, SAVE-Ghana 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.

8. The responsible PTF Project Advisor with respect to this project is William Friar whose e-mail address is wfriar@ptfund.org, or such other Project Advisor as PTF may subsequently notify to SAVE-Ghana. Such Project Advisor shall be SAVE-Ghana's principal point of contact with respect to the project.

9. The responsible SAVE-Ghana project director with respect to this project is Dintie Sule whose e-mail address is sule@saveghana.org or such other project director as SAVE-Ghana 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 SAVE-Ghana 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.

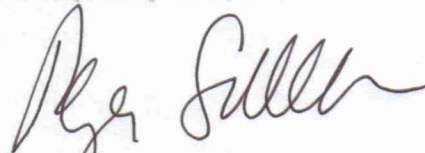
In addition, SAVE-Ghana represents and warrants, for the benefit of PTF, that [1] the information set forth in the Project Proposal does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances 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 SAVE-Ghana 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.

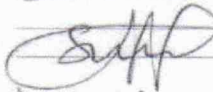
Roger Sullivan
Secretary



For
Sustainable Aid Through Voluntary Establishment-Ghana

Oct 20,
2011

1. 
KINGSLEY KASSIM KANTON
EXECUTIVE DIRECTOR

2. 
Dintie T. Sule
Project Director

Dated: 20th OCTOBER 2011