Grant Agreement
Between
The Partnership for Transparency Fund
And
Rural Litigation & Entitlement Kendra

1. Rural Litigation & Entitlement Kendra (RLEK), hereafter called the Grant Applicant, has requested financial support of the Partnership for Transparency Fund (PTF) to implement a program for “Transparency in National Rural Employment Guarantee Scheme in Uttarakhand Phase-I” hereafter called “the Project”. The Project will commence on March 15, 2009.

2. The Grant Applicant has submitted the attached Project Proposal which includes background information on RLEK, objectives for the Project, proposed activities, deliverables, monitoring and evaluation arrangements, Project team details, time frame for implementation and a detailed breakdown of costs. This Proposal shall constitute an integral part of this Agreement and govern all decisions and transactions covered by this Agreement.

3. On the basis of this information, PTF has approved a grant of US$32,000.00 (United States Dollars Thirty two thousand) under the Citizens Against Corruption (CAC) programme, to be disbursed in three tranches each for the purposes spelled out in the attached documents as follows:

   • First tranche of US$ 10,000.00 (United States Dollars Ten thousand) to be disbursed on signature of this Grant Agreement.

   • Second tranche of US$ 16,000.00 (United States Dollars Sixteen thousand) to be disbursed after the Grant Applicant has completed the Baseline Survey and Recruitment of the Project Staff, as detailed in the Project Proposal and submitted a Report on the progress of the project and statement of expenditures, as deemed to be satisfactory by Public Affairs Centre, Bangalore and PTF. If there is a need for reallocation of the budget, this must be reported, and mutual agreement on the proposed changes obtained from PAC and PTF for this.

   • Third tranche of US$ 6,000.00 (US$ six thousand) to be disbursed on receipt from Grant Applicant of a satisfactory Project completion final report that describes and assesses the Project achievements including preliminary assessment of impact, supported by a utilisation and audit report of the amounts spent under the project. PTF and PAC shall reserve the right to conduct its own evaluations of the project activity from time to time. If the utilisation of project funds falls below the budgeted amount, the difference shall be retained from the third tranche.

4. Public Affairs Centre (PAC), Bangalore are authorised to administer this project, track the implementation of the use of the grant by the Grant Applicant and to initiate necessary action with regard to the project. The Grant Applicant will respond to enquiries and directions on all matters pertaining to this project from PAC, and from PTF, during the course of the project. The Grant Applicant is also expected to contribute to common learning events and activities designed and conducted by PAC and PTF in furtherance of the objectives of the Citizens Against Corruption programme from time to time.

5. The PTF Grant will be made available to Grant Applicant 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 agreement of the PTF and PAC.
(b) The Grant Applicant shall return any funds remaining at the end of the Project to PTF.

(c) The Grant Applicant shall keep a record of all expenditures incurred under the Project and will provide PTF a full certified accounting of these expenditures, with relevant documentation, within one month of the scheduled completion of the Project. These expenditures will also be subject to the regular auditing requirements of the Grant Applicant and the Grant Applicant will furnish the PTF and PAC with a copy of the relevant audit if so requested. PTF and PAC reserve the right to conduct an independent audit of project accounts if felt necessary.

(d) The Grant Applicant will make brief quarterly reports to the PAF, copy to PTF, 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 summarising the implementation of the Project and its outcome and assessing the impact of the Project, together with a certified final itemised statement of expenditure. These reports will be sent to PAF and PTF within one month of the completion of the Project, together with a copy of any other reports prepared under the Project.

(e) Following Project completion, the PTF may make its own independent ex post evaluation of the implementation, outcome and impact of the Project. The Grant Applicant will furnish the person appointed to undertake this task all possible assistance and access to all relevant documents.

(f) The Grant Applicant will post this agreement, the Project Proposal, the final Project report, and the statement of expenditures on its website and/or the PTF and PAF Website.

5. The Grant Applicant will be responsible for securing all necessary government approvals of the grant, if any, and any necessary government filings. The Grant Applicant will be responsible for paying any tax liability arising from the grant.

6. The signed copy of this Grant Agreement and the request for the subsequent tranche releases may be faxed to the Secretary of the PTF at 1-202-522-2653. The original copy of the Grant Agreement should be mailed to Daniel Ritchie, Secretary, PTF, at 4355 Kingley Street NW, Washington DC 20016, USA.

Dated: March 24, 2009

For
The Partnership for Transparency Fund

Daniel Ritchie
Secretary

Agreed

CHAIRPERSON
Rural Litigation & Entitlement Kendra
Dehra Dun

(AVDHASH KAUSHAL)

Date: 13th March 2009

SECRETARY
Rural Litigation & Entitlement Kendra
Dehra Dun

1. (NAMRATA GULATI)

2. (ASHISH SRIVASTAVA)

Attachment 1 - Project Proposal and Budget dated November 26, 2008.
Attachment 2 - Results Framework