

**Memorandum of Understanding
Partnership Agreement**

Between: Feed the Minds

And: Menna Women's Development Associates (MEWODA)

Date: 1st September 2015

Project title: Enhancing sustainable agricultural livelihoods and incomes for impoverished women farmers in northern Sierra Leone through skills training and market access training.

Period of agreement: 26 months (01.09.15 – 31.09.17)

Proposal basis for the agreement: This agreement is made on the basis of a successful grant application by Feed the Minds UK to DFID, to deliver a 26-month project in partnership with MEWODA.

The project will be run in accordance with the narrative and financial proposal submitted to DFID and subject to the overarching Grant Arrangement signed between Feed the Minds and DFID¹.

Total funds available: £249,739, which is the sum awarded by DFID (appendix 1).

Impact

Contribute to MDG 1 (reduction of extreme poverty and hunger) and MDG 3 (promote gender equality and empower women) in Bombali district, Sierra Leone

Outcome

Improved income, food security and equity for rural women farmers and their households in Bombali District, Sierra Leone, leading to reduced household poverty

See Project Logframe, for Outputs and Indicators for the project (appendix 2).

Partnership commitment

By working together in partnership we recognise our common commitment to enhancing the lives of vulnerable and marginalised people in communities in Sierra Leone. Both organisations bring valuable experience, skills and knowledge to the partnership.

The needs of the disadvantaged and marginalised groups will be the priority for the partnership. We will work to ensure that all parts of the community are actively involved the decision-making about planning, implementation, reporting and evaluation of the project.

¹ DFID's Conditions of Grant with Feed the Minds are provided in a separate document.

To ensure we achieve the outcomes of our partnership and to confirm our commitment to a two-way and transparent working relationship, we both agree to the following:

Responsibilities

Feed the Minds in partnership with MEWODA

1. Reporting

- 1.1. Feed the Minds will ensure MEWODA is aware of reporting requirements, deadlines and formats to be used.
- 1.2. Feed the Minds will facilitate workshops during the project set up visit to support MEWODA on reporting, both narrative and financial.
- 1.3. Feed the Minds will review financial and narrative reports submitted by MEWODA providing feedback within 3 weeks, giving adequate notice of any additional reporting requirements.

2. Financial

- 2.1. Feed the Minds will provide advice and guidance on the financial reporting for this project.
- 2.2. Feed the Minds will transfer the funds for this project in quarterly instalments according to phased budget (agreed in advance with MEWODA) and on receipt of satisfactory quarterly reports and accounts.
- 2.3. Feed the Minds will retain the right to appoint an auditor to audit the project accounts.
- 2.4. When visiting the project, Feed the Minds will conduct a mini audit and finance review with MEWODA's Finance Officer and Project Manager/Officer, and make subsequent recommendations.

3. Technical Advice

- 3.1. Feed the Minds will offer project, finance and administrative guidance and advice as appropriate or as requested by MEWODA.
- 3.2. Feed the Minds will assist in the monitoring and evaluation process.
- 3.3. Feed the Minds will respond to training needs identified over the course of the project and where possible, either deliver in-house training or identify external training providers, subject to budget constraints.
- 3.4. Where deemed relevant, contacts with and the sharing of teaching and educational materials developed and used by Feed the Minds and its partners in other country projects will be provided by Feed the Minds for use and adaptation in this project if/where appropriate.
- 3.5. Feed the Minds will provide timely feedback to all communication relating to the project and will respond within two-working weeks with comments and/or outstanding queries to the narrative and financial reports.

4. Feed the Minds Staff and Consultants

- 4.1. Feed the Minds will support the project through the provision and management of the following staff and consultants at key stages in the project cycle:
 - Programme Director (monitoring and evaluation, gender and literacy)
 - Programme Officer (project cycle, implementation and reporting)
 - External evaluator (evaluation tools)
 - Accounts Officer (accounts)

4.2 Feed the Minds will provide opportunities for MEWODA to extend their network and engage with other Feed the Minds' partners

MEWODA supported by Feed the Minds

5. Project Management

- 5.1. MEWODA will be responsible for the day to day management of the project and for keeping Feed the Minds informed of emerging project management issues.
- 5.2. MEWODA Programme Manager will be responsible for the line management of the Project Officer, who will in turn line manage other project staff, and the Finance Officer.

Project staff:

- Project Manager (0.4 FTE, existing post)
 - Project Officer (full time, new post)
 - Monitoring and Evaluation Officer (0.4 FTE, new post)
 - Accounts Officer (0.4 FTE, existing post)
 - 4 x Field Supervisors (full time, new posts)
 - Project Driver (full time, existing post)
- 5.3. Decisions relating to project implementation, the employment of key project staff, disciplinary procedures and/ or terminations of contracts will be made jointly between MEWODA and Feed the Minds.
 - 5.4. MEWODA will provide administrative and financial support for the project to include providing office space.
 - 5.5. MEWODA will fulfil their contractual responsibilities as 'employer' in accordance with employment laws and regulations of Sierra Leone and ensure internal HR policies and procedures are in place and being followed.

6. Financial Reporting and Audit Requirements:

- 6.1. MEWODA will provide confirmation by email of receipt of funds within 5 days, with supporting documents (bank transaction slips/statements).
- 6.2. MEWODA will provide Feed the Minds with quarterly electronic financial reports, prepared by the Accounts Officer and approved by the Project Officer and Manager, using a template agreed in advance by both organisations, along with SAGE project reports for the quarter.
- 6.3. MEWODA will keep originals of all authorised receipts in the project office.
- 6.4. MEWODA will submit a budget request for the next quarter at the same time as the financial report.
- 6.5. MEWODA will inform Feed the Minds immediately if expenditure on any budget line looks likely to vary by more than 10%. >10% variance of any sub-section total must be approved by DFID.
- 6.6. MEWODA will be audited annually and submit audited accounts to Feed the Minds on a yearly basis.
- 6.7. MEWODA will submit management reports if requested.
- 6.8. MEWODA will submit a final financial report no later than one month after the close of this project.
- 6.9. MEWODA is required to keep, for seven years after the end of the project, documentary evidence (such as receipts, invoices) of all the expenses associated with the project.
- 6.10. MEWODA will open two new bank accounts, set up for the sole use of this project, one in GBP for incoming transfers and one in SLL for subsequent transfer and regular use. Funds will be transferred from GBP to SLL accounts immediately upon receipt if bank exchange rate remains equal to or greater than 6,900 SLL/GBP. Any exchange rate gains are viewed as underspends, will be

reported to Feed the Minds and will not be spent until DFID have been consulted. Any exchange rate losses will also be reported to Feed the Minds, project alterations will be discussed and presented to DFID for approval. Both organisations understand that in event of foreign exchange loss, no top up funding will be available from DFID.

- 6.11. MEWODA will provide bank statements for both accounts each quarter.
- 6.12. MEWODA will return any unspent balance or misspent funds to Feed the Minds unless it is agreed in writing to reassign them for other purposes.
- 6.13. Funds provided through this project will not be used to meet the cost of import or customs duties or any similar fees imposed by the Government of Sierra Leone on goods and services provided, except where specifically agreed with and allowed by DFID.

7. Narrative Reporting

- 7.1. Feed the Minds will ensure MEWODA is aware of reporting requirements including deadlines and formats to be used.
- 7.2. MEWODA will provide Feed the Minds with quarterly activity reports on the project. Reports should aim to capture learning and assess progress against project objectives.
- 7.3. MEWODA will be responsible for updating Feed the Minds of any factors that may affect the implementation and/or smooth running of the project against its originally intended aims, outcomes and outputs.

Joint responsibilities of Feed the Minds and MEWODA

8. Monitoring & Evaluation, and Donor Reporting

- 8.1. Feed the Minds and MEWODA will take joint responsibility for the monitoring and evaluation of the project using M&E tools prepared and agreed by Feed the Minds and MEWODA, in consultation with the external evaluator.
- 8.2. Feed the Minds and MEWODA will undertake a joint Annual Review of the project, and prepare an end of year report to be submitted to DFID(s) in line with DFID's financial year by 30th April of each year.
- 8.3. Annual narrative and financial reports will include:
 - General explanation of project implementation: summary of activities, description of activities, impact of the project
 - Implementation timetable
 - Difficulties encountered in implementation:
 - Objectives achieved compared with initial objectives: benefits (and unexpected benefits) of the project
 - Achievements regarding outputs and measureable indicators against the agreed logframe.
 - Recipients: characteristics, number of recipients reached and participation in the project.
 - Case studies
 - Yearly Budget: actual against budget
 - Financial narrative: explanation of variations for each budget line
- 8.4. Feed the Minds and MEWODA will jointly coordinate an independent external evaluation of the project and prepare an end of project report within three months after the end of the project.
- 8.5. Feed the Minds and MEWODA must allow access by DFID or its representatives to project sites and to relevant records (including personnel and financial records) for the purposes of monitoring, evaluation and audit.

IV. Further Responsibilities

9. Child protection policy

- 9.1. Feed the Minds recognises the need to ensure that child protection awareness and strategies are developed and active in its UK and overseas projects.
- 9.2. Feed the Minds and MEWODA will both ensure that within the legal possibilities, all possible checks will be made on staff in order to safeguard any children with whom they are working.
- 9.3. MEWODA will report immediately to Feed the Minds any child protection concerns or issues that come to their attention over the duration of the project, so that as responsible partners, we respond effectively and in the best interests of the child.

10. Anti-bribery policy

- 10.1. Feed the Minds understands the link between corruption, poverty and human rights abuses. In accordance with this, Feed the Minds will work actively to ensure transparent practices and expects MEWODA to do so accordingly.
- 10.2. The UK Bribery Act 2010 makes it illegal for UK charities to indulge in bribery or corruption anywhere in the world. The onus is on Feed the Minds to implement adequate procedures which can prevent such acts by individuals working for or on our behalf.
- 10.3. Feed the Minds and MEWODA will ensure their staff are fully aware of existing anti-bribery policies and that procedures are in place to report any incidences of bribery or corruption.
- 10.4. MEWODA will report immediately to Feed the Minds any bribery issues that come to their attention over the duration of the project.

11. Publicity

- 11.1. Where necessary, Feed the Minds and MEWODA will consult with each other before referring to them or their work in either print or electronic communication and will acknowledge the partnership in appropriate publicity and public relations materials.
- 11.2. Feed the Minds and MEWODA will acknowledge the provision of funds by DFID through using DFID's UKaid logo in accordance with the visibility statement document (appendix 3).

12. Compliance with laws and regulations

- 12.1. MEWODA will comply with all relevant statutes and laws in Sierra Leone regulating the work they carry out or the goods they purchase.
- 12.2. MEWODA will ensure that any job vacancies for new or re-advertised posts are advertised externally, using appropriate media (including media that could attract disadvantaged groups).
- 12.3. MEWODA will ensure every advertisement is in accordance with current best practice and will acknowledge that DFID has provided funds in support of the project for which the post is advertised.
- 12.4. MEWODA will keep records of job descriptions, lists of publications where the advertisements were placed, copies of the letters of appointment and job contracts (which should specify annual salary).

13. Use of project assets

- 13.1. MEWODA must comply with all relevant local statutes and laws regulating the work they carry out or the goods they purchase. MEWODA will ensure that any

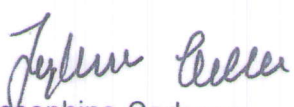
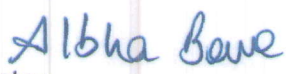
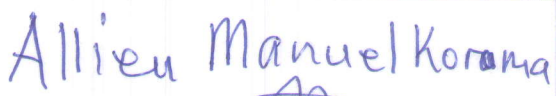

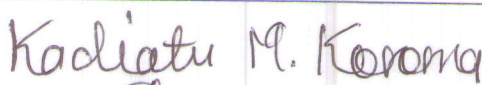

procurement using project funds meets international good practice, demonstrates optimum value for money, is untied and free of narrow national self-interest, using transparent processes, transparently fair and open competition.

- 13.2. MEWODA should source goods and services from suppliers that clearly offer value for money with a minimum of 3 quotes obtained wherever possible prior to purchase.
- 13.3. All assets purchased with funds received from DFID are to be used wholly and exclusively for the implementation of the aforesaid project
- 13.4. MEWODA will establish and maintain an inventory of all items of equipment purchased (above £1,000) under the project. An up-to-date version of the inventory will be provided by MEWODA to Feed the Minds annually with the end of year report. Any disposal or transfer of ownership of items on the inventory will be subject to agreement with Feed the Minds.
- 13.5. In the event of an early termination of the contract, capital items or their cash value as at purchase date, are to be returned to Feed the Minds, unless otherwise agreed in writing. Otherwise, the capital assets may be gifted to MEWODA subject to agreement of DFID on successful completion of the project.

14. Early termination of the contract

- 14.1. The terms of this agreement are binding for both organisations and each is committed to ensuring the successful implementation of the project.
- 14.2. If there is significant conflict between the partners, an arbitrator will be appointed who is mutually acceptable to both organisations. If the conflict is not resolved, both partners will agree to terminate the partnership within three months, unless gross negligence and/ or dishonesty by one of the partners warrants an immediate termination of the partnership.
- 14.3. Both partners have the right to terminate this agreement if, for any reason, either partner breaches any of the above terms and conditions or any members of the governing body, staff or volunteers of the partners acts dishonestly or negligently in relation to the project implementation or management.

Declaration

Signed on behalf of Feed the Minds by:	
 Josephine Carlsson Director Date: 16/09/2015	 Alha Bowe Programme Director Date: 16/09/2015
Signed on behalf of MEWODA by:	
 Name:  Director/Manager Date: 17/9/2015	 Name:  Chair of Board or Trustees Date: 17/9/15

Appendices

- 1. Project budget
- 2. Project logframe
- 3. DFID – Visibility statement