



TRIPARTITE PARTNERSHIP MEMORANDUM OF UNDERSTANDING

This Partnership Memorandum of Understanding (MoU) is entered into as of the date set forth below, by and between Relief International, hereafter referred to as RI, an international non-Governmental organization implementing the USAID funded Ghana Water and Sanitation Project in Ghana and located at East Legon Extension, P.O. Box CT 4808, Cantonments, Accra

and

Development Fortress

and

the Agona East District Assembly, Central Region

WHEREAS, Relief International and Development Fortress [hereafter referred to as LNGO] and the Agona East District Assembly all want to help deprived communities in the Central Region of Ghana to improve their quality of life through access to safe water for domestic use and improved sanitation integrated with behavior change or hygiene promotion activities.

In consideration of the mutual conditions set forth herein that establish the procedures, methods, and goals for their collaboration, the parties have agreed to work together for a **one year initial duration**, subject to renewal following an evaluation of milestones and favorable outcomes achieved.

Definition of Terms.

For purposes of clarification and the avoidance of doubt the following terms and their meanings shall remain as defined below:

- **Local Non-Governmental Partner (LNGO)** shall refer to an entity to which the Relief International, Chief of Party has entrusted specific tasks outlined in the Scope of Work to be undertaken. LNGOs were selected to partner with RI using a transparent vetting process that evaluated LNGOs for their past performance in the water and sanitation sector, functioning office and management structures, adequate fiscal reporting and

A handwritten signature in black ink, appearing to be "JR", written over a horizontal line.

RI

A handwritten signature in black ink, appearing to be "Ae", written over a horizontal line.

DF

A handwritten signature in black ink, appearing to be "A", written over a horizontal line.

AGONA EAST



accounting procedures, and evidence of the organization's ability to carry out the scope of work in the field, particularly evidence of qualified staff and transportation. All LNGO partners selected must demonstrate its legal status with the appropriate government entities, including registration with the Government of Ghana as a non-profit organization.

The LNGO assumes the responsibility and accountability for the production of outputs, achievement of agreed objectives, and the judicious use of RI resources for pre-determined actions as defined in this MoU.

- *Chief of Party shall refer to the Relief International's Chief of Party or his/her accredited representative designated in writing.*
- *Relief International shall refer to the reputable international NGO with registration number G-31, 707.*
- *District Assembly / Municipal Assembly shall refer to the District Assembly / Municipal Assembly or its accredited Representative in a specific local government jurisdiction.*

Article 1: Introduction.

Development Fortress asserts that it is a non-governmental organization (NGO) and a development partner legally registered in Ghana and a competent implementing partner with specialized expertise and interest in water, sanitation, and behavior change and is geographically placed to support the poor and vulnerable implement projects that address their water and sanitation needs. Development Fortress further asserts that it is an organization, group or institution that operates independently from government and has humanitarian or cooperative—rather than commercial objectives—towards improving the quality of life of the poor and vulnerable.

The Agona East District Assembly asserts that it is the statutory local government authority with the legislative and executive responsibility for the overall development of the District.

Geography of Partnership RI, Development Fortress, and the Agona East District Assembly endeavor to work together to improve water and sanitation services in 12 communities in the

A handwritten signature in black ink, appearing to be "JR", written over a horizontal line.

RI

A handwritten signature in black ink, appearing to be "ATD", written over a horizontal line.

DF

A handwritten signature in black ink, appearing to be "DR", written over a horizontal line.

AGONA EAST



Agona East District. The initial communities targeted for these activities during the first year of the project are as follows:

1. Aboano
2. Kwesi Budu
3. Alasimasi
4. Kojo Wusu
5. Ohenekwa
6. Kofi Tabilkwa
7. Asafo
8. Kofi Enukwaa
9. Ntiful Mankrong
10. Akokoasa
11. Ogyanhyewano
12. Oboyambo

All partners agree to support each others' access to these communities, facilitate official paperwork, and provide information to each other and other stakeholders throughout the life of the project. In following years, these communities may be reprioritized or expanded to include other communities that meet the USAID/Ghana WatSan Project's criteria for selection.

Article 2: Roles and Responsibilities

As RI is the primary INGO responsible for implementing the USAID/Ghana Water and Sanitation Project in Western, Central, Eastern, Volta, and Greater Accra regions, RI will implement all project activities as agreed upon in its contract with USAID/Ghana. Part of that contract is to engage local NGO partners to undertake specific tasks in capacity-building, community mobilization, and monitoring and reporting on the WatSan Project in each district.

2.1 Relief International

In specific relation to this MoU, RI shall:

- a. Will deliver the outputs in WatSan infrastructure, including boreholes, hand-pumps, hand-dug wells, latrines, and rainwater harvesting systems in a timely and transparent manner, engaging both partners in the process of these activities;

A handwritten signature in black ink, appearing to be "J. K.", written over a horizontal line.

RI

A handwritten signature in black ink, appearing to be "A. O.", written over a horizontal line.

DF

A handwritten signature in black ink, appearing to be "D. K.", written over a horizontal line.

AGONA EAST



- b. Be responsible for, and undertake, an appraisal and capacity assessment of the local NGO partner;
- c. Provide technical support to LNGO field staff working on the Ghana Watsan Project;
- d. Provide the local NGO partner with all relevant documents on RI rules and procedures;
- e. Through the Chief of Party or designated representative, provide support to the local NGO partner and monitor and evaluate performance in relation to the objectives defined herein;
- f. Support the LNGO partner in its efforts to achieve technical capacity levels that will enable it to effectively carry out activities geared towards achieving the objectives of the Ghana Water and Sanitation Project; and
- g. Coordinate and communicate with Rotary International on partnership arrangements, work planning, and other joint activities in this district.

2.2 Local Non-Governmental Partner

The local NGO partner shall be responsible for:

- *Community mobilization;*
- *WatSan committee or water board training for the operation and maintenance of water facilities;*
- *WatSan committee backstopping and general support;*
- *Hygiene promotion and other behavior change activities; and*
- *Household latrine promotion, adoption, and user education.*

Specifically, in each target community the LNGO will undertake to:

- a. Mobilize and sensitize targeted communities to fully understand project objectives and actively participate in planned activities.
- b. Assist targeted communities to identify and build / improve the capacity of community water and sanitation management structures and provide tailored continuous support.
- c. Implement participatory behavior change activities with targeted community groups, working in close collaboration with the Ghana WatSan project's Behavior Change Agents.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, positioned above a horizontal line.

RI

A handwritten signature in black ink, appearing to be 'A O', positioned above a horizontal line.

DF

A handwritten signature in black ink, appearing to be 'D N', positioned above a horizontal line.

AGONA EAST



- d. Deliver specified monthly/ quarterly/ annual outputs to increase access to water and sanitation and behavior change.
- e. With technical direction from RI Chief of Party or their designate, assist in advocacy for improved funding for water and sanitation facilities.
- f. Assume the day-to-day management of activities at the community level and responsibility for attaining project objectives for community-level interventions, including such tasks as the planning of project activities and financial accountability for funds received from RI and reporting to the stakeholders at the district/municipal level, especially the District/Municipal Steering Team.

The LNGO Partner shall continue to maintain and run a transparent and democratic system of management. The LNGO partner shall contribute its existing staff and resources—including vehicles, office space, office equipment, and relationships within the community towards the success of this project—understanding that RI shall contribute the majority of budgetary support towards operations and project costs.

2.3 District / Municipal Assembly (DA/MA)

The District/Municipal Assembly shall be responsible for:

- a. Providing oversight and leadership by motivating the District/Municipal Steering Team and other key decentralized institutions to support RI and the LNGO activities under the project.
- b. Providing accurate information on water and sanitation issues for joint planning.
- c. Facilitating the release of members of the District/Municipal Steering Team when required from other assignments.
- d. Integrating the monitoring of facilities / activities in communities where the LNGO partner is intervening, into its normal monitoring and evaluation plans. Supervise construction works undertaken by the project with its technical staff.
- e. Reviewing water and sanitation data every year for more realistic planning.
- f. Clearly identifying RI project outputs in its normal reports.
- g. Providing any support required that has been agreed by all parties.
- h. Issue letters of support for the project, RI, or LNGO partner as needed and requested officially by project staff.

RI

DF

AGONA EAST



- i. Provide guidance and follow-up to communities responsible for newly constructed, handed-over, and commissioned water and sanitation facilities in line with the DA/MAs normal routines and schedules.

Article 3: Monitoring of Project Implementation

3.1 Annual Work Plan

The LNGO Partner is required to submit an annual work plan, broken down into monthly work plans, to the Chief of Party and the District/Municipal Assembly indicating objectives, activities and expected results for RI approval at the beginning of each RI fiscal year. Modification of the work plan and annual milestones can only be done with the written approval of the RI Chief of Party.

3.2 Selection of Communities

Project beneficiary communities shall be selected in consultation with the District/Municipal Assembly [District/Municipal Steering Team] in compliance with agreed upon criteria. Community selection will be informed by baseline studies undertaken by RI.

3.3 Quarterly reports / Monthly Briefs / Digital Pictures

The LNGO shall submit to the Chief of Party and the District/Municipal Assembly monthly briefs and quarterly narrative reports of implementation. The quarterly reports and monthly briefs shall contain information to compare progress against pre-determined performance targets and indicators. They will also provide more qualitative information about specific activities, constraints and efforts to overcome any constraints. The quarterly reports shall be substantive enough to provide learning and short enough so as not to unnecessarily burden the readers. For the avoidance of doubt the structure and content of reports shall be defined in writing by the Chief of Party of RI. As much as possible, reports should be accompanied by digital images that clearly document progress by showing "before and after" situations.

3.4 RI Field Visits to LNGO Sites

The Field Coordinator, designated Regional Field Officers, Water & Sanitation Adviser, Sanitation Coordinator, Monitoring and Evaluation Specialist, Water Coordinator, RI Field Officer and designated Regional Behavior Change staff shall on a routine basis make field visits to acquaint and provide backstopping support during the implementation

A handwritten signature in black ink, appearing to be "CZ", written over a horizontal line.

RI

A handwritten signature in black ink, appearing to be "AO", written over a horizontal line.

DF

A handwritten signature in black ink, appearing to be "ON", written over a horizontal line.

AGONA EAST



of activities by the LNGO field staff. The District/Municipal Steering Team shall do likewise on behalf of the District/ Municipal Assembly.

The Chief of Party and the Deputy Chief of Party shall visit less frequently. A report shall be prepared on all field visits, which will be discussed with the LNGO Partner and District/Municipal Steering Team. Field visit reports will include information related to plan against implemented activities, issues and challenges, recommendations and follow-up actions.

3.5 Annual Reviews

Annually review meetings shall be convened on an annual basis by the Chief of Party in consultation with the LNGO Partner and the District/Municipal Assembly. These forums will serve as important monitoring and information sharing mechanisms. They will offer an opportunity for LNGO Partners/DAs/MAs to meet regularly as a group to share their activities and insights with one another with a view to improving performance in achieving water and sanitation objectives.

LNGOs and RI will organize knowledge sharing and reflection meeting, in which the DSTs should take an active role in sharing feedback with the partners and community.

3.6 Project Implementation Evaluations

Midterm or final evaluations may be commissioned by RI to assess the impact and changes the projects are bringing to the lives of the target communities. The scope and timing of such assessments shall be determined by the Chief of Party in consultation with LNGO partners.

Article 4: Capacity-Building of LNGO Partner

Based on the specific needs of the LNGO partner, RI shall support capacity-building in the area of field staff training and other relevant organizational development activities.

Article 5: Terms of Partnership MoU

The terms of this Partnership MoU shall remain in effect for a period of one (1) year from the date of signature.

Annual renewal of this Partnership MoU with the LNGO partner shall be subject to the successful annual performance in achieving set targets. Until the coming into force of a

A handwritten signature in black ink, appearing to be a stylized 'R' followed by a flourish, positioned above a horizontal line.

RI

A handwritten signature in black ink, appearing to be 'A.C.' followed by a flourish, positioned above a horizontal line.

DF

A handwritten signature in black ink, appearing to be a stylized 'A' followed by a flourish, positioned above a horizontal line.

AGONA EAST



new MoU after the stipulated period under review, the terms so contained in this document shall automatically be deemed to have been renewed for the succeeding year unless either party notifies the other of its intent to terminate this MoU. Such notice must be given not later than thirty (30) days before the expiration of the one-year term then in effect.

Article 6: Termination of this Partnership MoU

This Partnership MoU can be terminated only under conditions stated in clauses a-h below:

- a. Either party giving 30 days notice of termination in writing with reasons.
- b. If RI or LNGO partner closes down its operations in Ghana.
- c. RI is not in a position to meet its obligations under this MoU due to a short-fall in funding or any other reasons that make it impossible for RI to discharge its obligations as stated in this memorandum of understanding which shall be communicated in writing.
- d. If the DA/MA in a specific district/municipality is not in a position to meet its obligations under this agreement due to short fall in funding or any other reasons that make it impossible for RI to discharge its obligations as stated in this Partnership MoU.
- e. If the development interests of the LNGO partner have significantly changed and the LNGO no longer intervenes in the water and sanitation sector or where the partner no longer works with communities in provision of water, sanitation, and hygiene promotion.
- f. If it is established that the LNGO partner or District/Municipal Assembly is unable to meet its commitments and the conduct of these entities is found wanting as to likely erode the credibility of RI or put RI in a compromising situation by continuing to associate with the LNGO partner.
- g. If RI's confidence in the LNGO Partner is eroded and RI believes the LNGO is unable to properly manage and apply resources intended for predetermined activities in this MoU document.
- h. At USAID's request.
- i. In the event of an unforeseen natural disaster beyond control of either parties, or security considerations either of which prevents or hinders the execution of term in this document as may be agreed by both parties in writing.

Article 7: Legal Autonomy and Performance of Necessary Acts

RI, LNGO partner, and District / Municipal Assembly enjoy legal autonomy. Each party shall be responsible for performance of any further acts as required by the Laws of the Republic of Ghana.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, positioned above a horizontal line.

RI

A handwritten signature in black ink, appearing to be the letters 'AO' or similar, positioned above a horizontal line.

DF

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, positioned above a horizontal line.

AGONA EAST



Article 8: Disputes and Arbitration

Any disputes shall be solved amicably through discussions. If such discussions fail, an arbitrator acceptable to both parties shall be identified to help resolve the problem. Any disputes that cannot be resolved through discussions and arbitration shall be resolved in accordance with the RI procedures and the Laws of the Republic of Ghana.

Article 9: General Indemnification

Each party shall indemnify and save harmless the other party from and against any loss, expense, including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this MoU.

Article 10: Entirety of MoU

This Partnership MoU contains the entire agreement of the parties and cancels and supersedes any previous understanding or agreement related to the proposed collaboration, whether written or oral. All changes or modifications to this MoU must be agreed in writing between the parties.

Article 11: Severability

Each provision of this Partnership MoU is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, positioned above a horizontal line.

RI

A handwritten signature in black ink, appearing to be 'DF' or similar, positioned above a horizontal line.

DF

A handwritten signature in black ink, appearing to be 'AG' or similar, positioned above a horizontal line.

AGONA EAST



Article 12: Incorporation by Reference: Executive Order on Terrorism Financing

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the partners to ensure compliance with these Executive Orders and laws in the execution of this MoU.

Conclusion and SEAL:

We, the undersigned, hereby recognize and agree to this **Partnership MoU**, which will run for a period of 1 year (November 16, 2010 to November 15, 2011). It will subsequently be reviewed in content and duration as deemed appropriate and acceptable to ALL parties involved.

Tiare Cross
Acting Chief of Party
Relief International
Date: 11/17/2010

District Chief Executive
Agona East District Ass.
Date: 11/23/10
DISTRICT CHIEF EXECUTIVE
AGONA EAST DIST. ASSEMBLY
AGONA NSABA

DEVELOPMENT FORTRESS ASSO.
Director
EXECUTIVE DIRECTOR
Development Fortress
Date: 11-19-2010

RI

DF

AGONA EAST