



## 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

Rural Action Foundation

and

the Assin South District Assembly, Central Region

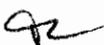
WHEREAS, Relief International and the Rural Action Foundation [hereafter referred to as RAF] and the Assin South District Assembly all want to help deprived communities in the Central Region of Ghana to improve their quality of life through access to safe water for domestic use and improved sanitation 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.

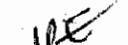
### ***Definition of Terms.***

*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 accounting procedures, and evidence of the organization's ability to carry out the

  
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*scope of work in the field, particularly evidence of qualified staff and transportation. All LINGO 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 LINGO 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.*

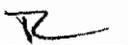
#### **Article 1: Introduction.**

*The Rural Action Foundation* 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. RAF 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.

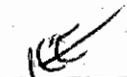
*The Assin South District Assembly* asserts that it is the statutory local government authority with the legislative and executive responsibility for the overall development of the District.

*Geography of Partnership* RI, RAF, and the Assin South District Assembly endeavor to work together to improve water and sanitation services in 7 communities in the Assin South District. The initial communities targeted for these activities during the first year of the project are as follows:

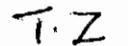
1. Beposo



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2. Gwinase
3. Ningo Emmanuel
4. Ningo Asorefie
5. Jerusalem
6. Nyamabekyere (Ochiso)
7. Abaasi Nyamebekyere

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;
- b. Be responsible for, and undertake, an appraisal and capacity assessment of the local NGO partner;
- c. Provide technical support to LINGO 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; and

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RI

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RAF

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- 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.

## 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.
- d. Assist targeted communities to actively participate in site location of hand-dug wells, boreholes, identification of appropriate sites for rainwater harvesting, and institutional latrines etc.
- e. Deliver specified monthly/ quarterly/ annual outputs to increase access to water and sanitation and behavior change.
- f. With technical direction from RI Chief of Party or their designate, assist in advocacy for improved funding for water and sanitation facilities.
- g. 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.

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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.
- 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.

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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.

**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**

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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.

**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 15, 2010 to November 14, 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

THADDEUS ZAASAN  
f. District Chief Executive  
Assin South District Ass.  
Date: 26<sup>th</sup> Nov 2010

KENNETH ESSAH  
Director  
Rural Action Foundation  
Date: 25<sup>th</sup> Nov 2010

Chief of Party  
RELIEF INTERNATIONAL  
P O B X CT 4808  
Cantonments ccrp

DIST. CO-ORD. DIRECTOR  
ASSIN SOUTH DIST. ASSEMBLY  
NSUAEM - KYEKYEWERE

RI

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