

1. TITLE

1.1 GRANT AGREEMENT BETWEEN
MANNION DANIELS LTD
(For Amplify Change)
AND
Gender Links
Agreement Number: W6VM-CUM3-PF

Grant Agreement

This Grant Agreement (the "Agreement") is between Mannion Daniels Limited incorporated and registered in England and Wales whose office is at Universal House, 1/2 Queens Parade Place, Bath BA1 2NN (hereafter referred to as "MannionDaniels") and Gender Links (hereafter referred to as "Grantee") whose principal office is at 9 Derrick Avenue, Cyrildene, Johannesburg, South Africa, 2198 together known as the "Parties" and individually each as a "Party".

Agreement Specifics

The Grantee submitted a Full Application (the "Full Application") to MannionDaniels on 6th November 2017 for a project titled Voice and Choice: from Local to Regional Action (the "Project"). MannionDaniels as Fund Manager (as defined below) committed to supporting the Project within the framework of the Full Application. This Agreement sets out the terms and conditions on which the Project Funds (as defined below) shall be awarded to the Grantee by MannionDaniels. Agreement is intended to ensure the Project Funds are used for their intended purpose.

Background

AmplifyChange is a fund that aims to empower young people, men and women to realise their sexual and reproductive rights. AmplifyChange is a pooled fund supported by: Danida at the Ministry of Foreign Affairs in Denmark; the Ministry of Foreign Affairs of the Netherlands; the David and Lucile Packard Foundation; the William and Flora Hewlett Foundation; the Department for International Development; The Norwegian Agency of Development Cooperation; Viiv Healthcare's Positive Action for Women and Girls; the Swedish International Development Cooperation Agency in collaboration with RFSU; and an anonymous donor.

The donors have contracted Mannion Daniels to deliver AmplifyChange. MannionDaniels is working in a consortium with the Global Fund for Women (GFW) and African Women Development Fund (AWDF) to manage AmplifyChange.

AmplifyChange supports civil society and grassroots organisations to advocate for and promote better sexual and reproductive health and rights, working in countries where the needs are greatest and in particular Sub-Saharan Africa and South Asia.



2. SCOPE AND OBJECTIVES OF THE PROJECT FUNDS

- 2.1 This Agreement sets out the terms and conditions on which MannionDaniels, on behalf of the AmplifyChange Fund, shall grant the Project Funds to the Grantee in respect of the Project.
- 2.2 Agreement Duration: This Agreement shall commence on the 01 August 2018 and shall continue, unless terminated earlier in accordance with clause 16, until 31 July 2020 ("Termination Date") when it shall terminate automatically without notice, unless otherwise agreed in writing between the Parties.
- 2.3 Use of Project Funds: The Grantee shall use the Project Funds for the delivery of the Project and in accordance with the terms and conditions of this Agreement. Project Funds shall not be used for any other purpose without the prior written agreement of MannionDaniels.
- 2.4 The place of the Project Implementation: The places of the project implementation are South Africa, Tanzania, Namibia, Zimbabwe, Lesotho, Zambia, Botswana, Mozambique, The Democratic Republic of Congo, Swaziland, Angola, Malawi, Mauritius & Seychelles.
- 2.5 Project Scope and Objectives: The scope and objectives for the project are described in the Full Application. The Full Application refers to the project narrative, work plan & budget and milestones attached as Annex 1, Annex 2 and Annex 3 respectively. The Grantee shall provide information on the partners and sub-contracts in the Full Application.
- 2.6 Changes to the Project Scope and Objectives: The Grantee shall not make any significant change to the Project without MannionDaniels prior written consent.

3. PAYMENT OF THE PROJECT FUNDS

3.1 The Grant Amount

The Grantee will receive a total grant award amount of €1,500,000



3.2 Payment Disbursement Schedule

The Project Funds will be disbursed in alignment with the reporting schedule as shown in the following payment disbursement schedule:

Payment trigger	Description	Payment amount
Signature of contract	1st disbursement (6 month plus 15% tranche)	EUR 496,328.42
6 monthly report received and approved	2nd disbursement (6 month tranche)	TBC
12 monthly report received and approved	3rd disbursement (6 month tranche)	TBC
18 monthly report received and approved	4th disbursement (final tranche)	TBC
TOTAL		EUR 1,500,000.00

*The aforementioned payments are to be confirmed (TBC). Payment amounts are subject to revision and will depend on the fulfillment of the conditions of this agreement, any revisions to budgets, actual expenditure and need, and the continuing availability of resources to the AmplifyChange Fund.

3.3 Payment Requirements

MannionDaniels shall pay the first disbursement of the Project Funds within [15] working days of receipt of the signed agreement from the Grantee ("Initial Payment") and the remainder of the Project Funds shall be paid in three installments ("Installment Payment") subject to the Grantee submitting the Reporting Schedules to MannionDaniels in accordance with this Agreement.

3.4 Payment will be made in Euros [EURS]. If the Grantee's bank account does not accept payment in EURS, alternative payment arrangements will be described in Schedule 2 Special Conditions (Financial).

3.5 No Project Funds will be paid unless and until MannionDaniels is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.6 The amount of the Project Funds will not be increased in the event of overspend by the Grantee.



- 3.7 The Grantee shall apply for the Installment Payment by submitting to MannionDaniels a Funding Request as part of the Financial Reports. MannionDaniels will reasonably consider the Funding Request based on the following conditions:
- Any such previous Installment Payment in respect of the Project Funds have been spent in accordance with this Agreement;
 - Satisfactory Reporting Schedules have been submitted in accordance with this Agreement; and
 - In MannionDaniels' reasonable opinion, no other financial matters remain unsettled;
 - MannionDaniels may reasonably request supporting documentation to this effect if a Funding Request is submitted in advance of any dates specified in this Agreement.
- 3.8 Payments of the Project Funds or the Installment Payment shall be made by electronic transfer to the following bank account (unless otherwise agreed in writing between the Parties):
- Bank name: Standard Bank
- Bank postal address: Shop U40, Eastgate Shopping Centre, Bradford Rd, Bedford view 2007, Johannesburg
- Name of account: Gender Links
- Bank account number: 090729242
- Bank account currency: EUR
- SWIFT number: SBZAJJ
- 3.9 Within [48] hours of payment of the Project Funds, MannionDaniels will notify the Grantee of: a) the amount transferred; and b) the date of the payment from.
- 3.10 Immediately upon receiving payment of the Project Funds the Grantee will provide a receipt to MannionDaniels, indicating the value of the payment in the currency in which it has been received.
- 3.11 Any interest accruing in the Grantee account holding the Project Funds will be used solely to support the Project as described in this Agreement.
- 3.12 Upon completion of the Project, any part of the Project Fund that remains unspent, including any interest that has been accrued on the Project Funds (if appropriate), shall promptly be returned to MannionDaniels.
- 3.13 The Grantee agrees to promptly repay to MannionDaniels any money incorrectly paid to it either as a result of an administrative error or otherwise.



4. OBLIGATION OF THE GRANTEE

4.1 On accepting this grant, The Grantee agrees to:

4.2 **Implementation Responsibility**

- Take full responsibility for the implementation of the Project in accordance with the Full Application submitted to the AmplifyChange Fund.
- The Grantee shall implement the Project with an appropriate level of efficiency, transparency and diligence. Therefore the Grantee shall mobilise the necessary financial, human and material resources required for full implementation of the Project as specified in the Full Application.
- The Grantee shall act alone or in partnership with associations or other bodies identified in the Description of the Project. The Grantee shall conduct assessments on any associations or bodies it enters into partnership with and will put in place appropriate arrangements that incorporate all the terms and conditions of this Agreement. The Grantee remains the sole entity responsible for the Project implementation and Project Fund expenditure.
- Promptly inform MannionDaniels in writing of any condition which interferes or threatens to interfere with successful implementation of the Project.
- Not engage in or accept any fraudulent or corrupt practice. In case of suspicion of mismanagement of funds within the Project, the Grantee shall immediately report the same to MannionDaniels and take remedial action, at Grantee's cost, which is in accordance with Schedule 3 Anti-Corruption, Fraud and Bribery Policy and Schedule 5 Whistleblowing Policy.

4.3 **Financial Management**

- Ensure that the Project Funds are properly accounted for.
- Ensure proper financial accountability at MannionDaniels' reasonable determination, through adequate financial management (including, but not limited to, adequate controls, accountability structures and procedures to ensure transparency) in accordance with the Grantee's Financial Policy.
- Keep all invoices, receipts and accounting records and other relevant documents relating to the Project Funds for a period of six years after the expiry of this Agreement. MannionDaniels shall have the right to review, at MannionDaniels' reasonable request, the Grantee's accounts and records that relate to the expenditure of the Project Fund and shall have the right to take copies of such accounts and records.
- Keep MannionDaniels and the AmplifyChange Fund team informed about any unspent Project Funds at the end of each 6 monthly-reporting cycle.
- Ensure that the Project Funds are not used in violation of any relevant UN conventions, resolutions of the UN Security Council or any law or otherwise.



4.4 Procurement

- The Grantee should ensure that any procurement using grant funds adheres to international best practice, is transparent, fair and open, and is designed to achieve value for money. MannionDaniels shall nominate a Project Manager from the Grant Support Team for all issues relating to delivery of the project. Where the Grantee does not have the skills or capacity to carry out procurement please contact the MannionDaniels Project Manager (hereafter referred to as "Project Manager") who will advise on the process to follow. Further instructions on the treatment of purchased items will be shared as part of the financial guidelines to Grantees.

4.5 Obligations of grantees in relation to AmplifyChange vision and priorities

Grantees in receipt of funding undertake to contribute to advancing the overall vision and thematic priorities of AmplifyChange. AmplifyChange funds are provided to support the activities outlined in the applicant's Full Application (including workplan and budget). Whilst Grantees in receipt of funding are not expected to actively or directly engage in supporting each thematic priority, neither should they engage in activities that seek to undermine support for the vision or priorities of AmplifyChange. Grantees and their partners must demonstrate at all times respect for the dignity, rights, health and views of women where their reproductive choices are concerned.

5. REPORTING

5.1 The Grantee shall submit Reporting Schedules to MannionDaniels in accordance with the performance measurement framework as follows:

Report Name	Opens	Due
Report 1 of 4 - 01 Aug 2018 to 31 Jan 2019	01 Feb, 2019	01 Mar, 2019
Report 2 of 4 - 01 Feb 2019 to 31 Jul 2019	01 Aug, 2019	01 Sep, 2019
Report 3 of 4 - 01 Aug 2019 to 31 Jan 2020	01 Feb, 2020	01 Mar, 2020
Final Report 4 of 4 - 31 Jul 2020	31 Jul, 2020	31 Aug, 2020



- 5.2 The Reporting Schedule comprises of a narrative technical report, a financial report and a Funding Request. Financial and technical reporting templates will be shared with the Grantee within 1 month of the due date. Financial reporting will focus on project expenditure, supporting documentation and justification on under or over spend. Technical reporting will focus on progress against agreed milestones and progress against activities.
- 5.3 At the end of the Project, the Grantee shall provide to MannionDaniels a final report ("Final Report") including an assessment of effectiveness against the originally envisaged results in the Project. The Final Report shall include, but not be limited to, an assessment of lessons learned and shall evaluate the prospects for continued sustainable progress. The format for the final report shall be in accordance with the format as provided by MannionDaniels. The final report shall be submitted to MannionDaniels by the Grantee not more than one month after the Agreement terminates.
- 5.4 Representatives of MannionDaniels and the AmplifyChange Fund management team shall have the right to request from the Grantee all information reasonably available to the Grantee and relevant to the implementation and progress of Project activities, as well as to carry out any inspection during the period covered by this Agreement. Any such inspection will be performed at the Grantees offices during normal business hours, upon giving reasonable notice to the Grantee.
- 5.5 The Grantee shall maintain adequate records to enable expenditure of the Project Funds to be verified by MannionDaniels.
- 5.6 Grantees are responsible for reporting via the online system SMILE. MannionDaniels will provide the necessary instructions and guidance to access reporting formats online. Please see this link: <https://amplifychange.org/tools-guides/guidance-for-grantees>. The milestones agreed for this grant are attached as Annex 3. The Grantee will be responsible for reporting against these milestones. The milestones can be modified during the grant life in consultation with the Project Manager acting on behalf of MannionDaniels.

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6. AUDIT

- 6.1 MannionDaniels, if it reasonably requires, may request the Grantee provides to it independently audited accounts and auditors reports within three months of the end of the Grantee's financial year
- 6.2 The Grantee's annual audited accounts shall be signed by the senior representative (a board member where one exists) of the Grantee and include an income and expenditure statement, a balance sheet, notes to the accounts and the auditor's report. Where there are no local accounting standards, accounts should comply with the International Accounting Standard (IAS) and must be audited in accordance with the International Standards of Auditing.
- 6.3 MannionDaniels reserves the right to carry out an independent audit in respect of the Project at any time up to 6 years after the date of the date of submission of the final financial report. MannionDaniels will use reasonable endeavours to notify the Grantee in writing 15 days prior to the commencement of audit.

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7. INTERPRETATION

7.1

The following definitions and rules of interpretation apply in this Agreement.

Fund Manager: means MannionDaniels acting on behalf of the AmplifyChange Fund;

Annexes: Annexes form part of the Full Application for the Project and shall be as set out in Clause 1.5. Any reference to Full Application includes the Annexes;

Funding Request: a written request by Grantee to the Fund Manager to receive an Installment Payment;

Prohibited Act: any act or omission which contravenes Schedule 3 Anti-Corruption, Fraud and Bribery Policy;

Project: the project as set out in the Full Application;

Reporting Schedules: a report containing detailed information in respect of the Project to be submitted to MannionDaniels in accordance with clause 4;

Special Conditions (Technical): the special conditions relating to technical activities in respect of being awarded the Project Funds, are set out in Schedule 1 of the Agreement;

Special Conditions (Financial): the special conditions relating to financial activities in respect of being awarded the Project Funds, are set out in Schedule 2 of the Agreement;

Schedules: the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the Schedules;

Sub-contract: an agreement entered by the Grantee and a third party, in order for the third party to carry out part of the work of the project without the direct supervision of the Grantee;

Sub-grant: a grant made by the Grantee to a third party using funds awarded to it by MannionDaniels;

Anti-Corruption, Fraud and Bribery Policy: MannionDaniels' anti-corruption, fraud and bribery policy as set out in Schedule 3 of this Agreement;

Safeguarding Guidance: guidance for Grantees working in direct contact with children, young people and vulnerable adults under the age of 18 as set out in Schedule 4 of this Agreement;

Whistleblowing Policy: MannionDaniels' whistleblowing policy as set out in Schedule 5 of this Agreement.

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8. WITHHOLDING, SUSPENDING AND REPAYMENT OF PROJECT FUNDS

- 8.1 MannionDaniels' intention is that the Project Funds will be paid to the Grantee in full. However, without prejudice to MannionDaniels' other rights and remedies, MannionDaniels may at its discretion withhold or suspend payment of the Project Funds and/or require repayment of all or part of the Project Funds if:
- 8.2 The Grantee uses the Project Fund for purposes other than those for which they have been awarded;
- 8.3 The delivery of the Project does not start within [6 months] of the date of this Agreement and the Grantee has failed to provide MannionDaniels with a reasonable explanation for the delay;
- 8.4 MannionDaniels considers that the Grantee has not made satisfactory progress with the delivery of the Project;
- 8.5 The Grantee is, in the reasonable opinion of MannionDaniels, delivering the Project in a negligent manner;
- 8.6 The Grantee obtains duplicate funding from a third party for the Project;
- 8.7 The Grantee obtains funding from a third party which, in the reasonable opinion of MannionDaniels, undertakes activities that are likely to bring the reputation of the Project or MannionDaniels into disrepute;
- 8.8 The Grantee provides MannionDaniels with any materially misleading or inaccurate information;
- 8.9 The Grantee commits or committed a Prohibited Act;
- 8.10 Any member of the governing body, employee or volunteer of the Grantee has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of MannionDaniels, bring or are likely to bring MannionDaniels' name or reputation into disrepute;
- 8.11 The Grantee ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

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- 8.12 The Grantee becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- 8.13 The Grantee fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- a) MannionDaniels may retain or set off any sums owed to it by the Grantee which have fallen due and payable against any sums due to the Grantee under this Agreement or any other agreement pursuant to which the Grantee provides goods or services to MannionDaniels.
 - b) The Grantee shall make any payments due to MannionDaniels without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
 - c) Should the Grantee be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify MannionDaniels as soon as possible so that, if possible, and without creating any legal obligation, MannionDaniels will have an opportunity to provide assistance in resolving the problem or to take action to protect MannionDaniels and the Project Fund monies.
- 8.14 In the event of credible suspicion of or actual fraud, bribery, corruption, terrorist financing, misuse of funds, the Grantee shall immediately inform MannionDaniels. All suspicions will be treated with the utmost confidentiality.
- MannionDaniels and the Grantee have zero tolerance towards fraud and fraudulent behavior and shall fully co-operate with investigations into such events, whether led by MannionDaniels or the Grantee.

9. DISPUTE RESOLUTION

- 9.1 In the event of any complaint or dispute (which does not relate to MannionDaniels' right to withhold funds or terminate) arising between the Parties in relation to this Agreement, the matter should first be referred for resolution to the Project Manager.
- 9.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either Party may refer the matter to the Managing Director of MannionDaniels and the [Chair] [Chief Executive] of the Grantee with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Parties.



- 9.3 In the absence of agreement under clause 8.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as it agreed by both parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.
- 9.4 If, having followed the procedure set out at clause 8.1 and 8.2, the Parties are not able to resolve such complaint or dispute, each Party reserves the right to terminate this Agreement pursuant to clause 16.

10. SUB-CONTRACTING AND SUB-GRANTING

- 10.1 The Grantee shall be responsible for ensuring that any sub-contracting to a third party in the fulfilment of the Project complies with the terms of this Agreement. The Grantee shall adhere and shall procure that any sub-contracting third parties shall adhere, to the reporting, accountability and audit obligations as set out in this Agreement. No additional sub-contracts are permitted under the terms of this award without the prior written approval of MannionDaniels.
- 10.2 During a grant – if a Grantee wants to put in place a sub-contract arrangement which was not identified in the budget the following applies:
- a) If the sub-contract is to a partner organisation which was identified as part of the Full Application then the Grantee can put in place a sub-contract arrangement as long as it does not exceed the amount approved in the project budget.
 - b) If the sub-contract is to a partner organisation which was not identified as part of the Full Application or the sub-contract exceeds the amount in the approved project budget, then the Grantee must seek approval from the Project Manager prior to setting up the sub-contract arrangement.
- 10.3 MannionDaniels does not permit sub-granting or on-granting. However budgeted costs can be shared amongst coalition members as long as they are clearly detailed in the project proposal and budget. In the case of consortia, the recipient organisation of AmplifyChange funding, the 'Grantee', is solely accountable for the use of grant funds and must be able to report on the entire funding amount spent within the consortia. The funds allocated to consortium members must be detailed by line item in the project budget, and reported on by the 'Grantee' in financial reports. Grantees should outline how they intend to manage funding allocations during the contract negotiation phase, this may involve detailing all Downstream Partners, sharing results of due diligence assessments, contracting consortium members, and establishing memorandums of understanding with consortiums who receive funding.

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11. CONFIDENTIALITY

- 11.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 10.3.
- 11.2 Each Party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No Party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

12. HEALTH, SAFETY AND SECURITY

- 12.1 The Grantee is responsible for all security arrangements in relation to this Agreement including the health, safety and security of any person employed or otherwise engaged as part of this Arrangement, including those employed or engaged by any Downstream Partners.
- 12.2 AmplifyChange funds cannot be used to fund any insurance premiums intended to cover medical expenses, injury or disablement, and death unless, by exception, explicitly agreed in writing in advance.

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13. CONFLICT OF INTEREST

- 13.1 Neither Party nor any individual employed or contracted by the Party shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.

14. DATA PROTECTION

- 14.1 The Grantee acknowledges that MannionDaniels is subject to the Data Protection Act 1998 (DPA), subordinate legislation and guidance and codes of practice.
- 14.2 The Grantee will assist and co-operate with MannionDaniels to enable MannionDaniels to comply with its information disclosure and data protection obligations.
- 14.3 The Grantee shall take all necessary steps to ensure that it complies with any data confidentiality and data protection requirements under the Grantee's national laws.

15. TRANSPARENCY

- 15.1 MannionDaniels is committed to the transparency agenda promoted by donor governments and will publish data on the development delivery chain to the International Aid Transparency Initiative (IATI) Registry, a publicly visible platform for tracing development activities.
- 15.2 The Grantee accepts that basic data on their projects funded through AmplifyChange Fund, such as organisation name, project title, grant value and country of implementation will be published to the IATI Registry. In cases of sensitive project matter or geographical scope, project data will be anonymised to ensure the security and safety of organisations operating in-country if MannionDaniels is informed at the Full Application stage.
- 15.3 MannionDaniels encourages the Grantee to publish their project data to the IATI standard in order to allow traceability throughout the delivery chain and can provide guidance and support upon request.

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16. COMPLIANCE WITH ANTI-TERRORISM LAWS

- 16.1 The Grantee acknowledges that it does not support or promote violence or the destruction of any State, provide resources or support to individuals or organisations associated with terrorist act, activity or related training, or provide sub-contracts or sub-grants to any individuals or organisations that engage in any of these activities.
- 16.2 MannionDaniels expects the Grantee and their partners to make themselves aware of, and comply with their obligations under the relevant counter terrorist financing legislation.

17. TERMINATION OF THE AGREEMENT

- 17.1 This Agreement shall remain valid until each Party has completed its obligations under the terms of this Agreement, unless terminated earlier by a three months' written notice by either Party.
- 17.2 In the event of termination by MannionDaniels, the termination shall not apply to Project Funds irrevocably committed in good faith by the Grantee to third parties before the date of the notice of termination, provided that any such commitment was made in accordance with this Agreement.
- 17.3 The Grantee shall give written notice to MannionDaniels if it reasonably considers that the Project will not be fulfilled by the Termination Date, at the time of submitting the penultimate report to MannionDaniels or 2 months' notice for Opportunity grants. This should be communicated with a formal email request sent to your dedicated Project Manager. Upon receipt of such notice and by mutual agreement the parties shall be entitled to a no cost extension to extend this Agreement until completion of the Project.

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Without affecting any other right or remedy available to it, MannionDaniels may terminate this Agreement with immediate effect by giving written notice to the Grantee if any of the following occur:

- a) the Grantee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986: <http://www.legislation.gov.uk/ukpga/1986/45/contents>;
- b) the Grantee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Grantee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Grantee with one or more other companies or the solvent reconstruction of the Grantee;
- d) application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- e) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- f) person becomes entitled to appoint a receiver over the assets of the Grantee or a receiver is appointed over the assets of the Grantee;
- g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Grantees' assets and such attachment or process is not discharged within 14 days;
- h) the Grantee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- i) there is a change in identity or character of the Grantee (such assessment to be made at MannionDaniels' sole discretion) or that of Downstream Partners including, but not limited to, through take-over, change of ownership, or control of the Grantee (within the meaning of section 1124 of the Corporation Tax Act 2010: <http://www.legislation.gov.uk/ukpga/2010/4/contents>).
- j) If following an investigation, MannionDaniels has evidence that fraud or serious mismanagement has occurred.
- k) in the event that the Project ceases to be pursued for any reason other than by way of successful completion;
- l) an event occurs which materially affects, or has the potential to materially affect, the performance of the Grantee's obligations as part of this Agreement; and
- m) an event occurs which damages, or is capable of damaging, the reputation or integrity of MannionDaniels, the AmplifyChange Fund or that of the project to which this Agreement relates.
- n) any event occurs, or proceeding is taken, with respect to the Grantee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.4.a to clause 16.4.m (inclusive);



- 17.5 If the Grantee directly, or through its Downstream Partners either repeatedly fails to comply with, or is in material breach of, any of the provisions of this Agreement, MannionDaniels may terminate the Agreement with immediate effect.
- 17.6 In the event of termination by MannionDaniels pursuant to clause 16.4 or 16.5, the Grantee acknowledges and agrees that no Project Funds shall be awarded to it in respect of the Project or otherwise after the expiry of the Agreement with the exception of any remaining Project Funds that Grantee irrevocably committed in good faith to third parties before the date of such notice of termination ("Third Party Commitments"), provided always that any Third Party Commitments were made in accordance with this Agreement. MannionDaniels reserves its right to reasonably request copies of supporting documentation in respect of any Third Party Commitments.
- 17.7 MannionDaniels may terminate this Agreement and any Project Funds on giving the Grantee one month's notice should it be required to do so by financial restraints or for any other reason. In the event of termination by MannionDaniels, the termination shall not apply to funds irrevocably committed in good faith by the Grantee to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

18. LIMITATION OF LIABILITY

- 18.1 MannionDaniels accepts no liability for any consequences, whether direct or indirect, that may come about from the Grantee running the Project, the use of the Project Funds or from withdrawal of the Project Funds. The Grantee shall indemnify and hold harmless MannionDaniels, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grantee in relation to the Project, the non-fulfillment of obligations of the Grantee under this Agreement or its obligations to third parties. Subject to clause 17.1, MannionDaniels' liability under this Agreement is limited to the payment of the Project Funds.

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19. WARRANTIES

- 19.1 The Grantee warrants, undertakes and agrees that:
- 19.2 It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Project Funds);
- 19.3 It has not committed, nor shall it commit, any Prohibited Act;
- 19.4 It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify MannionDaniels immediately of any significant departure from such legislation, codes or recommendations;
- 19.5 It shall comply with the requirements of the Health and Safety at Work etc. Act 1974 (<http://www.legislation.gov.uk/ukpga/1974/37>) and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 19.6 It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 19.7 It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 19.8 All financial and other information concerning the Grantee which has been disclosed to MannionDaniels is to the best of its knowledge and belief, true and accurate;
- 19.9 It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Project Funds;
- 19.10 It is not aware of anything in its own affairs, which it has not disclosed to MannionDaniels or any of MannionDaniels' advisers, which might reasonably have influenced the decision of MannionDaniels to make the Project Fund on the terms contained in this Agreement; and
- 19.11 Since the date of its last accounts there has been no material change in its financial position or prospects.

A handwritten signature in black ink, appearing to be 'A. J. S.', located at the bottom right of the page.

20. AMENDMENTS

- 20.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties or their authorised representatives.
- 20.2 In the event a no-cost extension is required the Grantee must inform MannionDaniels at the time of submitting the penultimate report or 2 months' notice for Opportunity Grants. This should be communicated with a formal email request sent to your dedicated Project Manager. Upon receipt of such notice and by mutual agreement the parties shall be entitled to a no-cost extension to extend this Agreement until completion of the Project.

21. ENTIRE AGREEMENT

- 21.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 21.3 Nothing in this clause shall limit or exclude any liability for fraud.

22. WAIVER

- 22.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

A handwritten signature in black ink, consisting of a large, stylized capital 'D' followed by a capital 'M' and a capital 'D', with a horizontal line extending to the left from the 'D'.

23. SEVERANCE

- 23.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforcement of the rest of this Agreement.
- 23.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 23.3 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given of personally delivered, e-mailed, or mailed (first class postage pre-paid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5:00pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

24. THIRD PARTY RIGHTS

- 24.1 No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

A handwritten signature in black ink, consisting of a stylized, cursive 'P' followed by a series of loops and a final vertical stroke.

25. GOVERNING LAW

- 25.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26. SIGNATURE

By signing below, I acknowledge that I have read, understand, and agree to abide by the terms and conditions set forth in the Agreement. This Agreement shall come into force upon signature by the duly authorised representatives of the Parties.




Signed by:

Name: Matthew Wiltcher

For and on behalf of Mannion Daniels Limited

Title: Director

Date: Thursday 2nd August 2018



Signed by: _____

Name: Colleen Lowe Morna

For and on behalf of Gender Links

Title: CEO

Date: 2 August 2018

27. SCHEDULE 1 - SPECIAL CONDITIONS (TECHNICAL)

- 27.1 There are no technical special conditions for this Grantee.

Policy
Minor

Financial Stability:

Supporting finance documents for the Johannesburg head office are kept in hardcopy only.

Minor

Documents are scanned and saved on SharePoint (as is done by branch offices)

Advisory only

Financial Stability:

Archived documents are stored onsite in the Johannesburg head office.

Minor

Archived documents to be stored in a secure offsite storage facility.

Advisory only

Downstream Delivery:

Formal Due Diligence is not carried out on Alliance Partners receiving disbursements for downstream delivery.

Moderate

Carry out formal Due Diligence including obtaining copy of registration certificates and carrying out checks on adherence to anti-fraud/corruption, harassment and safeguarding policies, and recording of any incidences reported in last 3 years and outcome/mitigation.

Prior to 1st disbursement

Results of Due Diligence supplied to Fund Manager

Downstream Delivery:

Contracts have not yet signed with downstream delivery partners. Contracts to not include clauses on Anti-Bullying/harassment and Safeguarding.

Moderate

Signed contracts with downstream delivery partners. These should include clauses on Anti-Bullying/harassment and Safeguarding.

Prior to 2nd disbursement

Signed contracts with downstream delivery partners supplied to Fund Manager

