



**Sub-grant agreement
African Urban Poverty Alleviation Program**

between

Sister Cities International
1301 Pennsylvania Ave., NW, Suite 850 and
Washington, DC 20004
(Hereinafter referred to as "SCI")

Sister Cities of Louisville
224 S 2nd St
Louisville, KY 40202-1322
(Hereinafter referred to as
"US SC")

under the

**African Urban Poverty Alleviation Program (AUPAP)
September 1, 2009 – March 31, 2011**

I. Preamble

This Sub-grant agreement between Sister Cities International (SCI) and the Sister Cities of Louisville, (USSC) is to identify and list areas of individual and joint responsibilities during the implementation of the African Poverty Alleviation Program 2009 – 2012, financed by the Bill and Melinda Gates Foundation for developmental projects in the Water, Sanitation and Health Sectors in selected and qualified cities in Africa.

II. Duration : September 1, 2009- March 31, 2011

III. Budget :

US Sister Cities will receive \$10,000 to support program administration. This will be paid in two installments. 75 percent of this first payment will be made by February 1, 2010. The remaining 25 percent will be made after successful SCI approved submission of final narratives and financial reports.

Additionally direct Project funding will be available through this grant. Project funding will not exceed \$115,000 for the implementation of suitably identified project/projects within this contract under the Direct Financial Management and Administration of SCI.

(i) Neither US SC (including its directors and officers), nor any of its affiliates is identified by or in any Executive Order and the Annex thereto or on the list of “Specially Designated National or Blocked Persons” (the “List”) maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) or is otherwise subject thereto, or is any other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC;

(ii) Neither US Sister City program nor any of its affiliates is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government;

(iii) Neither US Sister City program nor any of its affiliates is owned or controlled by, or is acting, directly or indirectly, for or on behalf of, any person, group, entity or nation identified by or in any Executive Order and the Annex thereto or on such List as a terrorist, “Specially Designated National or Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC;

(iv) US Sister City program is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of any such person, group, entity or nation; and

(v) Neither US Sister City program (including its directors and officers), nor any of its affiliates is in violation of any law relating to terrorism or money laundering (collectively, “Anti-Terrorism Laws”) including U.S. Executive Order 13224 and the Annex thereto, issued on September 23, 2001, on Terrorist Financing and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, nor is US SC or any of its affiliates a person or entity with whom SCI is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law.

US Sister City program agrees that it will notify SCI in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. US Sister City program hereby agrees to defend (with counsel reasonably acceptable to SCI), indemnify, and hold harmless SCI from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification. For purposes of this Section, “Specially Designated National or Blocked Person” means (i) a person or entity designated by OFAC from time to time as a “specially designated national or blocked person” or similar status, (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, 66 Fed. Reg. 49079 (the “Order”) issued on September 23, 2001, or (iii) a person or entity otherwise identified by government or legal authority as a person with whom SCI is prohibited from transacting business, with AGSCF acknowledging that the United States government has published a list of such designations and the text of the Executive

Order under the internet website address
www.ustreas.gov/offices/enforcement/ofac.

X. Independent Relationship

The parties to this Sub-grant agreement are independent contractors. Neither party shall have any right, power or authority to enter into any legal agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party in any manner. This Sub-grant agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon the parties.

XI. Foreign Corruption Practice Act

This provision of the Foreign Corrupt Practices Act is required herein by the United States Government for all U.S. companies, Sub-grantees and consultants. The performing organization shall not make either directly or indirectly any gift or payment of money or anything of value to any foreign government official, political party or official thereof or candidate for political office for the purpose of influencing any act or decision of the official's government, department or agency.

XII. English Language and Currency

This Sub-contract agreement has been written and executed in the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control. All dollar figures in this Memorandum of Understanding are in the currency of the United States of America.

XIII. Disbursement of Funds

Funds will be disbursed directly by SCI to contractors, sub contractors, US Sister Cities and all other recipients in full accordance and compliance with the financial procedures laid down by the Department of Finance, Administration and Procurement SCI.

Such disbursement will be in compliance with all applicable tax regulations and local laws and statutes as appropriate in the specified African country.

XIV. Assumption of Risk and Indemnification

The USSC assumes all risk of property loss or damage and of personal injury or death, which may be sustained by the USSC or by any of their employees, agents and consultants as a result of performing the work required under this Sub-grant agreement. The USSC agrees to indemnify SCI, and to hold SCI harmless from, any claims arising from and by reason of any such property loss or damage, personal injury or death.

3 Obligations of US Sister Cities

A. Cooperation

To work in close cooperation as per the work plan with SCI, Africa Global Sister Cities Foundation and the African Sister City to successfully implement this program in

accordance with the articles set down in this Sub-grant agreement through a sustainable and collaborative cross-sector policy to address pressing causes of urban poverty in the City Municipality of Tamale, Ghana.

B. Establish Project Committee

To establish a Local Community Committee with members of both US and Africa committees and at least one member from each of the fields of academia, business, community/NGO that represents/serves the urban poor, and a municipal technical expert.

The municipal technical expert may include experts in water management, public health officials, policy experts on land ownership and uses, or another development fields relevant to the community and to the possible projects envisage within the program.

C. Identify Problematic Areas

To assist in identifying appropriate contacts in the local governmental authorities and Public Utilities who will serve on the local committee as liaisons for the life cycle of the project.

These committee members will meet with SCI and Africa Global Sister Cities Foundation staff to assist Communities to identify community problems related to urban poverty specifically in the areas of water & sanitation, food, health, shelter and job training.

D. Needs Assessment

To identify and develop a methodology to gather relevant data and quantifiable indicators to facilitate a needs assessment through meetings, consultations, forum and site visits to their African twinned community.

To identify and assess the Community problematic areas which may be considered for activities within this Sub-contract agreement.

To liaison with all local authorities, public utilities and stakeholders and to obtain clear and comprehensive understanding of existing political and social situations on the ground.

To identify and appraise ongoing works, projects and initiatives associated with activities related to proposed activities in this program.

Identify laws/policies and statute which must be considered and respected with for the successful implementation of projects within Sub-contract agreement (permits, license, ownership etc)

To identify and record best practices, lessoned learned and success stories for presentation to SCI for evaluation and possible dissemination by SCI through Public Forum, SCI Annual Conference or Web Page advertisement as appropriate.

E. Monitoring and Evaluation

Under the supervision and through direction from the SCI Monitoring and Evaluation Specialist to provide information, data and reports at agreed intervals for understanding the progress and impact of the project to :

Facilitate SCI and the Bill and Melinda Gates Foundation to evaluate the impact of the project.

Provides the SCI team with quantitative and qualitative data through baselines, targets, results and project outcomes.

To enable Africa Global Sister Cities Foundation team, the municipality and community committees to use performance information to improve effectiveness.

To provides local stakeholders (including municipal officials, NGOs, business community) with meaningful information to insure local accountability.

F. Community Assessment & Action Plans

In partnership with Africa Global Sister Cities Foundation, (AGSCF) SCI and the partnered Africa Sister City (ASC), to create a tailored Action Plan associated with this Sub-contract agreement for the City Municipality of Tamale, Ghana.

Such Action Plans to include a prioritized list of projects which address the community problems and which contains a specific list of prioritized projects which may be the subject of this program

To work to implement the agreed Action Plan and to develop the local processes and capacity necessary to continue the work into the future through training and dissemination of best practices.

In cooperation with SCI, AGSCF and ASC to develop separate project proposals for each sub project intended for funding within this Sub-grant agreement in accordance with SCI project criteria for project proposals

To identify and define short and long-term goals for the project.

To identify local African Non Government Organization's (NGO's) and civic groups to collaborate with on the project that are working with urban poor and to identify laws/policies that deny voice of urban poor or hinder their equal participation in the project

To define the role of the local government, authorities and public utility in supporting any projects within this Sub-grant agreement.

To identify and coordinate elements of the project which will be to supported by professional talents and expertise found in U.S. city municipalities and to identify suitable support and available expertise within the community

To identify and coordinate other resources that may be available and allocated for the program from USSC and from other U.S. city municipalities where applicable

To outline video documentation opportunities and to notify SCI of such opportunities to permit the outcome of this program to be disseminated throughout the SCI Organization and the Bill and Melinda gates Foundation

G. Reporting

In coordination with ASC and AGSCF to prepare and present to SCI the following reports and specific deliverables by the due dates as identified herein.

Monthly Reports

US Sister City shall provide SCI with conference call updates on programmatic activities through conference calls or Skype monthly.

Program Reports

An interim report describing and evaluating the activities undertaken pursuant to this Sub-contract agreement shall be submitted within **fifteen (15) business days** following each calendar year quarter. Due dates are as follows:

- December 15, 2010
- March 15, 2010
- June 15, 2010
- September 15, 2010

Project reports

In cooperation with the ASC to prepare a schedule for each project subject to implementation within this Sub-grant agreement, where such a schedule includes the identification of activities, a timeline for such activities, expected works start dates, significant milestones expected project duration, expected works completion dates, expected final inspection and handover dates and expected date of submission of final report

Financial Reports

A report reflecting expenditures supported by approved copies of receipts to be submitted to SCI within **fifteen (15) business days** following each calendar year quarter. Due dates are as follows:

Final Program/Financial Report

At the conclusion of the grant, US Sister Cities to submit a final program and a final financial report to SCI within **thirty (30) business days**.

The final program report should provide a narrative account of all activities of each project implemented during the grant period and include an evaluation of the overall impact and outcome of the project

The final financial report to include a review of the overall expenditure associated with the costs incurred to implement each project within this Sub-grant group.

Upon an agreed satisfactory completion of this report the USSC will receive the remaining 25 percent of the funds for programmatic administration support.

4. Obligations of Sister Cities International

A. Grant Program Support

To Direct this program and to Monitor and report on its progress on a regular basis to the Gates Foundation. Additionally to supervise and Monitor field based activities and to Manage all Financial aspect of the program. and to maintain detailed and comprehensive financial and project records for all matters pertaining to this Sub-grant agreement and to the complete African Poverty Alleviation Program to a standard acceptable to fully satisfy external and internal formal audit.

B Cooperation

To work in close cooperation with USSC and ASC to successfully implement this program in accordance with the articles set down in this Sub-grant agreement through a sustainable and collaborative cross-sector policy to address pressing causes of urban poverty in the City Municipality of Tamale, Ghana

To support and advise US SC program work on administrative matters through SCI in Washington, DC for matters pertaining to this program and to provide USSC with detailed information and reporting templates for all Financial and Narrative Reports required by this Sub-grant agreement.

To assist USSC and the Local Community Committees and to identify community problems related to urban poverty specifically in the areas of water & sanitation, food, health, shelter and job training.

In cooperation with USSC and ASC to create a tailored Action Plan associated with this Sub-grant agreement for the City Municipality of Tamale Ghana and to assist in the development of separate project proposals for each sub project intended for funding within this Sub-grant agreement in accordance with SCI project criteria for project proposals

B. Financial

To provide direct Financial Management for all aspects of this program and to maintain detailed and comprehensive financial and project records for all matters pertaining to this Sub-grant agreement and the complete African Poverty Alleviation Program to a standard acceptable to fully satisfy external and internal formal audit.

SCI to provide US Sister City direct financial support of \$10,000 (75% at the beginning of the project and the remaining 25% after submission of satisfactory final report) for direct programming support for the local community.

To provide direct project funding through SCI that may be less than but should not to exceed \$115,000 for the implementation of suitably identified project/projects within this Sub-grant agreement under the Direct Financial Management and Administration of SCI.

C. Procurement

For the direct procurement of all services, commodities and goods as required to successfully implement suitably approved projects identified as being included as a part of this Sub-grant agreement using the commercial Procurement rules, regulations and guidelines of Sister Cities International.

C. Monitoring and Evaluation

SCI will supervise the monitoring and evaluation of all projects implemented under the direction of the SCI Monitoring and Evaluation Specialist.

To provided training for project staff, provide templates and forms for data collection, evaluate data and provide reports as required.

To conduct interim and final evaluations and to measure data on outputs against milestones of the project at periodic intervals.

D. Reporting/Presentation

To reserve the right to select certain city partnerships and projects to document via video and multimedia sources as appropriate, and to include the selected USSC to be featured in the documentation whereby individuals from [[CITY SC]] provide permission to film their activities and meetings and participate in interviews at no cost to SCI if required

To use online technology to advance collaboration and conversation during the project implementation. Using e-communities functionality online to share project plans, discuss hurdles for implementation, compare strategies, and share results and best practices.

At the conclusion of the Gates Foundation Grant SCI to submit a final program and financial report to the Gates Foundation to include a narrative and documentary account of all activities undertaken and for the full and final financial report and records of all expenditures and disbursement made during the program.