

**Grant Agreement for [name of programme here] programme
Cover sheet**

This cover sheet and the terms attached to it including all schedules and appendices or annexes constitutes the Agreement between the Parties in relation to the Grant.

Grantor	Options Consultancy Services Limited (Options), a company incorporated and registered in England and Wales with company number 2695347 whose registered office is at 2 nd Floor, St Magnus House, 3 Lower Thames St, London EC3R 6HD
Grantee details	[Please insert full name of the Grantee company and their address]
Programme	[Please complete]
Project name	[Please complete]
Funder	Foreign, Commonwealth and Development Office (FCDO)
District/Districts	[Please insert here district or districts where the Grant Activities will take place]
Effective (Commencement) Date	[Please complete]
Grant Period	[Please insert term of agreement ie insert start and end dates]
Budget (ie amount of the Grant)	[please specify the Budget for this agreement]
Currency	[please specify the currency in which the Grant will be paid for this agreement]
Grant Instalments of and Grant Payment Dates	[please insert both the payment schedule eg 50% on the Effective Date and then further payments of 25% on further dates which please specify here]
Financial Quarters	[please insert for this Grantee]
Insurance Policies	[please insert here details of insurance policies held by Grantee which it is required to hold under Ghanaian law]
Options' Representative	Lyla Adwan-Kamara, Team Leader, Ghana Somubi Dwumadie (Ghana Participation Programme)
Grantee's Representative	
Law/Courts	England and Wales

Agreed by:

Date: _____

Options Consultancy Services Limited

Date: _____

[insert full name of Grantee here]

Agreed Terms

1. STRUCTURE OF THIS AGREEMENT, DEFINITIONS AND INTERPRETATION

1.1. This Agreement is structured as follows:

- Cover Sheet
- Agreed Terms
- Schedule A – Description of Grant Activities/Plan
- Schedule B – Budget
- Schedule C – Insurance Policies
- Schedule D – Data Processing
- Schedule E – Options’ Special Conditions
- Schedule F – Codes, Policies and Procedures¹
- Schedule G – Definitions and Rules of Interpretation
- Annex A – Ghana Somubi Dwumadie Budget Template
- Annex B – Ghana Somubi Dwumadie Quarterly Financial Reporting Template
- Annex C – Ghana Somubi Dwumadie Results Framework
- Annex D – Ghana Somubi Dwumadie Quarterly Narrative Reporting Template
- Annex E – Ghana Somubi Grantee Bank Account Validation Template
- Annex F – Ghana Somubi Dwumadie Conflict of Interest Declaration Template
- Annex G – Advance Request Form
- Annex H - Incident Report Form

1.2. The definitions and rules of interpretation in Schedule G shall apply to this Agreement.

1.3. If there is any inconsistency between the Terms and Conditions of this Agreement, and the Schedules or Annexes of this Agreement, then the order of these documents as listed in this Clause shall apply to resolve the inconsistency subject to any explicit changes to this priority set out in this Agreement:

- (a) Options’ Special Conditions,
- (b) These Agreed Terms,
- (c) Schedules,
- (d) any Annexes.

2. BACKGROUND AND PURPOSE TO THIS AGREEMENT

2.1. The Grantee acknowledges that Options manages the Programme on behalf of the FCDO.

2.2. The Grantee acknowledges that the objective of the Programme is to support people with disabilities and mental health, neurological and substance use conditions (MNS) to improve their health and wellbeing and ensure they are engaged, empowered and able to enjoy improved social and economic outcomes and rights.

2.3. This Grant Agreement including its annexes governs the provisions of the Grant awarded to the Grantee under the Programme.

¹ Insert the Options Code of Conduct for Partners and Suppliers and add any further policies where the Grantee does not have such policies or they are considered inadequate

3. REPRESENTATIONS AND WARRANTIES

3.1. The Grantee warrants, represents and undertakes for the duration of the Grant Period that:

- (a) It is validly incorporated, organised and subsisting in accordance with the Applicable Laws;
- (b) It has full capacity and authority to enter into and to perform this Agreement;
- (c) This Agreement is executed by its duly authorised representative;
- (d) It has and will continue to have all necessary consents and regulatory approvals from any governmental or regulatory bodies to enter into this Agreement;
- (e) There are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Agreement;
- (f) Its execution, delivery and performance of its obligations under this Agreement will not constitute a breach of any Applicable Laws or obligation applicable to it and will not cause or result in a default under any agreement by which it is bound;
- (g) Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or law);
- (h) All written statements and representations in any written submissions made by the Grantee as part of the grant due diligence process, including without limitation its response to any due diligence questionnaire, and/or any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement or to the extent that the Grantee has otherwise disclosed to Options in writing prior to the date of this Agreement;
- (i) It has no incidents of any Occasions of Tax Non-Compliance and there is no litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance and/or has obtained exemptions from the commissioner of taxes or taken the necessary steps to obtain the exemptions from the revenue authority;
- (j) It has all necessary rights in and to any Intellectual Property that it may use in connection with the Grant Activities;
- (k) It is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;
- (l) No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Grantee or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Grantee's assets or revenue;
- (m) At the Effective Date no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement and that it will use its best

endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Agreement;

- (n) Its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to deliver the Grant Activities;
- (o) Where the Grantee appoints third parties including subcontractors to assist it in connection with the delivery of the Grant Activities it shall undertake appropriate due diligence on such parties to assure itself that they will be compliant with the terms of this Grant Agreement and shall enter into agreements with them which are in line with the terms of this Grant Agreement; and
- (p) It has completed and provided to Options a conflict of interest declaration in the form of the Conflict of Interest Template for the Grantee prior to its entry into this Grant Agreement and undertakes that it shall provide a conflict of interest declaration annually for each year of the Grant Period on or before each anniversary of the Effective Date

3.2 The representations and warranties set out in this clause shall be deemed to be repeated by the Grantee on the start date of the Grant Period and the Effective Date (if later than the date of signature of this Agreement) by reference to the facts then existing.

3.3 The representations and warranties set out in this clause shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Grant Agreement.

3.4 If at any time the Grantee becomes aware that a representation or warranty given by it under this Clause has been breached, is untrue or is misleading, it shall immediately notify Options of the relevant occurrence in sufficient detail to enable Options to make an accurate assessment of the situation.

3.5 The Grantee acknowledges that Options may at any time undertake further and/or additional due diligence on the Grantee during the Grant Period or may require the Grantee to undertake further and/or additional due diligence on its subcontractors and third parties with whom it works and the Grantee undertakes to promptly co-operate with Options, put all necessary processes in hand and provide the relevant information to Options.

3.6 The Grantee shall have exclusive responsibility for the payment of its taxes or social security contributions (within any relevant jurisdiction), and any other liability, deduction, contribution, assessment or claim arising from or made in connection with payments of the Grant made by Options to the Grantee and shall indemnify Options in relation to any losses (including legal fees) incurred by Options as a result of any claim brought against Options by any third party.

3.7 The Grantee acknowledges that the FCDO may at any time make changes to the terms of its contract with Options and accordingly Options reserves the right to make changes to this Grant Agreement to reflect such changes. Any such changes shall be notified to the Grantee and Options may require the Grantee to enter into a variation agreement.

4. GRANT OFFER

- 4.1 Options shall pay the Grantee the Grant (being the amount of which is set out in the Cover Sheet) on condition that the Grantee complies fully with the terms of this Grant Agreement.
- 4.2 The Grantee acknowledges that Options agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.

5. PURPOSE

- 5.1 Options is providing grant funding for Eligible Expenditure incurred by the Grantee to implement the Project. The Grant shall be used solely for the purposes set out in the Project description and Plan and in accordance with the Budget set out in Annex B and/or, as they may be amended from time to time in accordance with clause 9.
- 5.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the purpose of carrying out the Project in accordance with the Project outputs and activities set out in Schedule 1 and Annex C.
- 5.3 The Grant must not be used to support activity intended to:
- 5.3.1 influence or attempt to influence the UK Parliament, Government or political parties;
 - 5.3.2 influence or attempt to influence the awarding or renewal of contracts and grants by the UK government; or
 - 5.3.3 influence or attempt to influence legislative or regulatory action in Ghana and/or the UK.
- 5.4 Where the Grantee intends to apply to a third party for other funding for the Grant Activities, it will notify Options in advance of its intention to do so and, where such co-funding is permitted and obtained, it will provide Options with details of the amount and purpose of that funding.
- 5.5 The Grantee agrees and accepts that it will not apply for duplicate funding in respect of any part of the Grant Activities or any related administration costs that Options is funding in full under this Grant Agreement and that it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

6. FUNDING PERIOD

- 6.1 This Agreement commences on the Effective Date or if none is specified the day on which it has been signed by both parties and shall continue until the expiry of the Grant Period unless terminated earlier in accordance with clause 11.
- 6.2 Implementation of the Project by the Grantee will begin on the Effective Date.

7. BUDGET AND AMOUNT OF THE GRANT

7.1. Subject to the terms of this Agreement, Options will provide the Grant as specified in the Cover Sheet to the Grantee for the Grant Period.

8. PAYMENT

8.1 Prior to Options making any payments of the Grant to the Grantee the Grantee shall complete and submit a bank account validation form in the form of the Bank Account Validation Template to Options detailing the Project bank account it shall use in connection with the Project.

8.2 The Grant shall be payable in instalments in accordance with the Grant Payment Dates provided that in respect of each instalment the Grantee submits to Options by email, by the date specified by Options, an Advance Request Form. The Grantee acknowledges that each instalment of the Grant shall be held on trust for Options until it has been spent by the Grantee in accordance with this Grant Agreement.

8.3 Options shall not pay any instalment of the Grant without receiving a correctly completed Advance Request Form and if an Advance Request Form is received later than the date specified in clause 14.2 payment of the relevant instalment shall be at Options' discretion.

8.4 The Grant shall be payable in the Currency and Options shall transfer the Grant instalments to the Grantee in the Currency. The Grantee acknowledges that as funding from FCDO to the Company is in GBP, there may be a need to make adjustments in the event of exchange rate fluctuations, or if FCDO reduce the amount of funding under the Programme.

8.5 Each instalment of the Grant shall be paid by electronic bank transfer into the Grantee's designated Project bank account in the name of the Grantee.

8.6 The Grantee shall acknowledge receipt of each instalment of the Grant by email to the Programme Representative within 3 working days of receipt.

8.7 The parties envisage that VAT or any similar indirect taxes will not be applicable to the Grant but, in the event that it is, the Grant will be deemed to be inclusive of any such VAT or indirect taxes.

8.8. The Grant is intended to be used by the Grantee and the Grantee's rights and obligations under this Agreement may not be transferred or subcontracted by the Grantee to a third party without the prior written consent of Options.

8.9 Options will not authorise payment unless the Grantee has:
(a) signed and returned a copy of this Grant Agreement to Options;
(b) provided the details of its dedicated Project bank account.

8.10 Options reserves the right to withhold all or any payments of the Grant if it has reasonably requested information and/or documentation from the Grantee and this has not been provided within the timescales required.

9. AMENDMENT OF THE PROJECT OR BUDGET

9.1 The Project may not be varied except with the prior written agreement of the Programme Representative or authorised delegate.

9.2 The Budget may not be varied except with the prior written agreement of the Programme Representative or authorised delegate or unless the variation represents a less than 10% variance against major Budget headings. Major budget headings include the following:

- (a) Direct Project Activity Cost;
- (b) Equipment Cost;
- (c) Staff Cost;
- (d) Administration/Overheads Cost.

10. WITHDRAWAL OF THE GRANT IN TOTAL OR PART

10.1 Options may, in its sole discretion, terminate this Agreement and/or postpone, reduce or stop payment of the Grant if:

- (a) Options is not satisfied that any part of the Grant has been used solely in accordance with the Project and the terms of this Agreement; and
- (b) Options considers that the Grantee has not made satisfactory progress with the delivery of the Project, or is, in the opinion of Options, delivering the Project in a negligent manner;
- (c) the Grantee fails to provide adequate evidence of the application of the Grant in compliance with the terms set out in this Agreement;
- (d) the reports and information referred to in clauses 14 and 15 or such additional reports and information as Options may request from time to time have not been provided to Options as required, or Options is not satisfied with the content of any written report (including in circumstances where the Grantee provides Options with any materially misleading or inaccurate information);
- (e) the Grantee does not spend, and does not commit, any part of the Grant that it has received within three 3 months of receiving it (or such other period as may be deemed reasonable by Options in the circumstances);
- (f) the Grantee commits, or Options reasonably suspects it to have:
 - (i) not complied with and/or not complying with clauses 3, 5, 17, 18, 19 or 25;)
 - (ii) committed dishonest conduct (as particularised in Options' Anti-dishonesty policy) against Options or any third party;
 - (iii) engaged in any activity which in Options' opinion is likely to bring it and/or any of the companies in its group or any of its branches into disrepute; and/or
 - (iv) the results of any due diligence undertaken on any of the Grantee, its trustees, senior staff and stakeholders raise queries or concerns regarding any aspect of

the activities of any of the Grantee, its trustees, its senior staff and stakeholders which cannot be promptly resolved to the reasonable satisfaction of Options;

- (g) the Grantee fails to comply with any term of this Agreement and, in the case of a remediable breach, fails to rectify any such failure within 15 working days of receiving notice in writing detailing the failure;
- (h) the Grantee provides Options with any materially misleading or inaccurate information;
- (i) the Grantee fails to or is the subject of any claim that it has failed to comply with any laws or regulations of the country or countries in which it operates;
- (j) the Grantee does not send to Options any insurance certificate or receipt in accordance with clause 05, or the insurance does not provide cover for such risk as Options reasonably considers appropriate;
- (k) the Grantee, or any member of its governing body, employee or volunteer of the Grantee, (a) acts dishonestly or negligently at any time and directly or indirectly to the detriment of the Plan or (b) takes any action which, in the reasonable opinion of Options, has brought or is likely to bring its reputation into disrepute or is contrary to Options' activities or charitable objects;
- (l) 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; or
- (m) 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.

10.2 Options may postpone or stop payment of the Grant if Options is unable to pay all or any part of the Grant due to a shortage in its own funding, or by reason of any act, event, omission or accident which is beyond Options' reasonable control.

10.3 Options may postpone or stop payment of any part of the Grant if required to do so for any reason whatsoever by the FCDO in its absolute discretion.

11. CONSEQUENCES OF TERMINATION AND RECOVERY OF THE GRANT

11.1 Upon termination of this Grant Agreement for any reason, clauses which expressly or by implication have effect after termination shall continue in full force and effect notwithstanding such termination.

- a. Options may require repayment at its discretion of the Grant (or any portion thereof) in its absolute discretion in the following circumstances:

- i. the Grant (or any relevant portion thereof) has been applied in breach of the terms of this Grant Agreement:
 - ii. if the Grantee fails to provide adequate evidence of the application of the Grant in compliance with the terms set out in this Grant Agreement;
 - iii. if any part of the Grant has not been spent by the Grantee or not committed any part of the Grant that it has received within three (3) months or such other period as may be deemed reasonable by Options in the circumstances
 - iv. that portion of the Grant has been ring-fenced by Options; and/or
 - v. where Options terminates this Agreement for any of the reasons provided for in clause 10.
- b. Upon receipt of a request from Options requiring repayment to be made, the Grantee shall within one month of the date of that notification make such repayment into Options' bank account.
- c. The licence referred to in clause 23.2 shall terminate and if requested so to do by Options the Grantee shall provide the Equipment to Options or the FCDO.

12 PURCHASE OF EQUIPMENT AND LAND

- 12.1 The Grantee shall ensure that any Equipment (which is strictly required for the Project and is itemized in the Budget) shall be purchased using Grant monies in a manner that delivers value for money, is used for, or to facilitate, the Project and is adequately maintained and insured for all appropriate risks. The Grantee must obtain Options' prior written permission to use any such Equipment for any other purpose and shall maintain an inventory of such Equipment which it shall send to Options at least annually during the Grant Period.
- 12.2 The Grant may not be used to purchase buildings or land without the prior written agreement of Options.

13 STANDARD OPERATING PROCEDURE

- 13.1 The Grantee acknowledges and agrees the provisions of the Standard Operating Procedure (receipt of a copy of which the Grantee acknowledges) and shall for the

duration of the Grant Period maintain financial controls and procedures to at least the standard set out in that document.

13.2 To the extent there is any inconsistency between the document referred to in clause 0 and this Grant Agreement, the terms of this Grant Agreement shall prevail.

13.3 The Grantee shall send to Options copies of any bank statements upon request.

14 REPORTING DURING THE IMPLEMENTATION OF THE RESULTS FRAMEWORK PLAN (PLAN)

14.1 The Grantee shall closely monitor the delivery of the Plan and expenditure of the Grant throughout the Grant Period to ensure that the aims and objectives of the Plan are being met and that the terms of this Grant Agreement are being complied with fully.

14.2 The Grantee shall following the end of every third month of the Grant Period attend and report to a quarterly review meeting either face to face or online, reporting against the Results Framework and Monitoring Plan found in Annex D; and complete reports in the form of the Quarterly Financial Reporting Template and the Quarterly Narrative Reporting Template and shall email those reports to the Grants Adviser whose name and details will be notified to the Grantee and copied to grants@ghanasomubi.com email address no later than the 21st of the month following the close of each Financial Quarter. This may be requested ahead of schedule from time to time. The financial reports submitted must include all supporting documentation to validate the financial report. This includes timesheets, invoices and receipts that reconcile back to the financial report and which shall be submitted with each Quarterly Financial Reporting and the Quarterly Narrative Reporting.

14.3 The Financial Quarters for the Grant Period provided in the Cover Sheet.

15 REPORTING AT THE END OF THE GRANT PERIOD

15.1 In addition to the quarterly reports referred to in clause 14, the Grantee shall provide Options with a year-end written report in English, containing both a narrative account and a financial account of the complete Grant Period, using the template provided by Options (the 'year-end report').

15.2 As all payments are in advance, the Grantee must ensure that all advanced funds have been properly liquidated with expense reports and supporting documentation, and undertakes an inventory of fixed assets (if any) that the Grantee has purchased with funds from the grant project. If FCDO has requested asset disposal, Options will decide on how to dispose of the assets in order to comply with FCDO requirements;

15.3 The Grantee must provide the year-end report, fully completed to a standard satisfactory to Options, to Options by the date specified by Options.

15.4 Any portion of the Grant that is not spent or committed for the Plan within the Grant Period must be shown clearly in the relevant year-end report; and returned to Options

by electronic bank transfer within one month of the end of the Grant Period, unless agreed otherwise in writing by the Programme Representative.

16 RECORD MAINTENANCE AND MONITORING AND EXTERNAL AUDIT REQUIREMENTS

- 16.1 The Grantee must maintain and retain accurate records of receipts and expenditures relating to the Grant for at least seven (7) years following the end of the Grant Period, as required by the laws of Ghana. The Grantee shall promptly make these available to Options or any third party appointed by Options on request.
- 16.2 In addition to the reports required by clauses 144 and 155, the Grantee shall also cooperate fully with Options should Options or the FCDO request any additional information for the purpose of allowing either or both of them to assess whether the Grant has been applied in accordance with: the Plan and the terms of this Grant Agreement and any other instructions issued by Options (including instructions of the FCDO). The Grantee shall provide such information or records, and attend any additional meetings, which may be requested by Options for this purpose, and also allow Options and/or the FCDO to conduct such additional on-site evaluations of the Plan as it may deem necessary (to which clause 16.3 will apply).
- 16.3 The Grantee shall permit Options' and/or FCDO personnel, auditors or those of any third party appointed by Options or the FCDO such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grantee's fulfilment of the conditions of this Grant Agreement.
- 16.4 Where applicable, the Grantee will arrange for an annual financial audit of its business and operations (including work undertaken in connection with the Project) by an auditor or audit firm legally certified in the Country for each Financial Year of the Grant Period. The audit must be performed in accordance with International Auditing Standards (ISA) or audit standards issued by any other internationally recognised audit body approved by Options and the Grantee shall supply a copy of such accounts to Options on demand (with those elements of its accounts which do not relate to the Grant redacted should the Grantee so require).
- 16.5 The Grantee will ensure that appropriate corrective actions are taken promptly in response to any recommendations contained in the audit report insofar as they relate to Grant Activities and provide full information to Options about this corrective action and follow any further recommendations proposed by Options.
- 16.6 The Grantee agrees to permit unrestricted access to any auditor or audit firm selected by Options or the FCDO to review the Grantee's management of the Grant. The selected auditors shall have the right to carry out any audit or inspection considered by them as being necessary as regards the use of the Grant by the Grantee.

17. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- 17.1 The Grantee shall ensure that it provides a safe environment which safeguards its beneficiaries, staff, any subcontractors and anyone else in contact with the Grantee

(or its staff or subcontractors) from harm or mistreatment in any form. For this purpose, the Grantee shall ensure that it has in place adequate processes, controls and procedures ('procedures') which comply with Options' safeguarding policy.

- 17.2 The Grantee shall provide Options with copies or details of its safeguarding procedures on request.
- 17.3. The Grantee shall ensure that its safeguarding procedures are communicated to, and enforced amongst, its staff and any subcontractors.
- 17.4 The Grantee will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Grant Agreement by both its employees and any downstream delivery partners.
- 17.5 The Grantee shall at all times adopt a zero tolerance approach towards sexual exploitation, abuse and harassment. The Grantee will immediately contact Options' Safeguarding Leads, Lyla Adwan-Kamara at l.adwan-kamara@ghanasomubi.com; Options Head Office Safeguarding Lead, Sarah Hepworth at s.hepworth@options.co.uk and; Lawrence Akubori at l.akubori@ghanasomubi.com or such other Options safeguarding leads as Options may notify to the Grantee from time to time to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment by any staff member or subcontractor of the Grantee or any other safeguarding concerns including in relation to possible safeguarding failures which arise related to this Grant Agreement. The Grantee should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
- 17.6 The Grantee should also report any credible suspicions of, or actual incidents that are not directly related to this Grant Agreement but would be of significant impact to their partnership with Options or the reputation of Options or FCDO. For example, events that affect the governance or culture of the Grantee, such as those related to senior management, must be reported.
- 17.7 The Grantee shall and shall ensure that its staff and subcontractors shall fully co-operate with investigations into such events, whether led by the Options or any of its duly authorised representatives or agents, or the Grantee.
- 17.8 The Grantee will comply with the Grantee Code of Conduct set out in Schedule F and any changes made to the Code thereafter from time to time by Options.
- 17.9 When reporting any suspicions or incidents in accordance with this clause 17 to Options, the Grantee shall use where possible the Incident Reporting Form.

18 LEGAL AND ETHICAL COMPLIANCE

- 18.1 **Discrimination:** The Grantee shall not unlawfully discriminate either directly or indirectly against protected characteristics such as race, colour, ethnic or national origin, disability, gender, sex or sexual orientation, religion or belief, or age. The Grantee shall take all reasonable steps to secure the observance of these provisions and codes of conduct by all suppliers, employees or agents of the Grantee and all suppliers and sub-contractors employed in the execution of this Grant Agreement.

- 18.2 **Modern Slavery:** The Grantee represents and warrants that it is in compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes, and undertakes that it will remain in compliance with all such laws, statutes, regulations and codes for the duration of this Grant Agreement. The Grantee represents and warrants that neither it nor any of its officers, employees or other persons associated with it:
- (a) have been convicted of any offence involving slavery or human trafficking; or
 - (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.
- 18.3 **Conflict of Interest:** Neither Party shall engage in any personal, business or professional activity which conflicts or could foreseeably conflict with either Party's obligations in relation to this Grant Agreement. The Grantee shall notify Options immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.
- 18.4 **Prevention of Fraud and Bribery and Corrupt Practices**
- 18.4.1 The Grantee represents and warrants that neither it, nor to the best of its knowledge any Supplier personnel, servants, agents or sub-contractors, or any person acting on their behalf, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 18.4.2 The Grantee, its servants, agents or sub-contractors, or any person acting on their behalf shall not during the term of this Grant Agreement: (a) commit a Prohibited Act; and/or (b) undertake or be involved in any act of Aid Diversion; or (c) do or suffer anything to be done which would cause Options, the FCDO's or any of Options or the FCDO's employees, consultants, subcontractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements. In particular, No offer, payment, consideration or benefit of any kind, which could be regarded as an illegal or corrupt practice, shall be made, promised, sought or accepted, whether directly or indirectly as an inducement or reward in relation to the Grant Activities, including tendering, award, or execution of contracts.
- 18.4.3 The Grantee shall during the term of this Grant Agreement: (a) establish, maintain and enforce, and require, where applicable, that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act including but not limited to any act of Aid Diversion; (b) keep appropriate records of its compliance with its obligations under this clause 18.4 and make such records available to Options on request.

18.4.4 The Grantee shall immediately notify Options in writing if it becomes aware of any breach of clauses 18.4.1 and/or 18.4.2, or has reason to believe that it has or any Grantee's personnel, servants, agents or sub-contractors, or any person acting on their behalf have: (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act; (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Grant Agreement or otherwise suspects that any person or party directly or indirectly connected with this Grant Agreement has committed or attempted to commit a Prohibited Act.

18.4.5 The Grantee warrants and represents to Options that to the best of its knowledge, that neither the Grantee, its personnel, servants, agents or sub-contractors, or any person acting on their behalf: (a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or (b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Grantee or Grantee's personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to Options, whose written consent was subsequently given to such payment.

18.4.6 Neither the Grantee, Grantee's personnel, servants, agents or sub-contractors, nor any person acting on their behalf shall accept for their own benefit or pass on for the benefit of partner government, recipient or end user, any trade commission, discount, voucher scheme, re-sale or similar payment or benefit in connection with this Grant Agreement.

18.4.7 Where the Grantee or any of its employees, servants, agents or sub-contractors, or any person acting on their behalf, does any of the acts mentioned in Clause 9.2 or commits any offence under the Bribery Act 2010, with or without the knowledge of the Grantee, in relation to this Grant Agreement or any other agreement with the UK Government, Options shall be entitled: (a) to terminate the Agreement with immediate effect by written notice to the Grantee and (b) to recover from the Grantee the amount or value of any such gift, consideration or commission; (c) to recover from the Grantee any other loss sustained as a result of any breach of this Clause 9, whether or not the Agreement is terminated.

18.4.8 Options and the Grantee will immediately and without undue delay inform each other of any event that interferes or threatens to materially interfere with the successful implementation of the Project, whether financed in full or in part by the FCDO, including credible suspicion of/or actual Aid Diversion, fraud, bribery, corruption or any other financial irregularity or impropriety.

18.5 **Anti-terrorism**

18.5.1 In accordance to the Terrorism Act 2000 and all subsequent regulations pursuant to this Act, the Grantee will assure itself to the best of its knowledge that the FCDO's funding of the Grant, including financial assets or economic resources is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.

18.5.2 The Grantee represents and warrants that neither it, nor to the best of its knowledge any Grantee's personnel, servants, agents or sub-contractors, or any person acting on their behalf, have at any time prior to the Effective Date and/or during the term of this Grant Agreement appeared on the Home Office Proscribed Terrorist Organisations List. The Grantee shall at the request of Options at any time during the Grant Period undertake vetting checks as prescribed by the FCDO from time to time on its staff.

18.5.3 The Grantee shall immediately notify Options in writing if it becomes aware of any breach of clauses 18.5.1 and/or 18.5.2, or has reason to believe that it has or any Grantee's personnel, servants, agents or sub-contractors, or any person acting on their behalves have: (a) been subject to an investigation or prosecution which relates to an alleged infringement of these clauses 18.5.1 and/or 18.5.2; (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.

18.5.4 Where the Grantee or any of its employees, servants, agents or sub-contractors, or any person acting on their behalf, breaches any of the acts mentioned in clauses 18.5.1 and/or 18.5.2 commits any offence under the Terrorism Act 2000, with or without the knowledge of the Grantee, in relation to this Grant Agreement or any other contract with the UK Government, Options shall be entitled: (a) to terminate the Agreement with immediate effect by written notice to the Grantee and recover from the Grantee the amount of any loss resulting from the termination; and (b) to recover from the Grantee any other loss sustained as a result of any breach of these clauses 18.5.1 and/or 18.5.2, whether or not the Agreement has been terminated.

18.6 **Political activity and advocacy:** No funds provided to the Grantee under this Grant Agreement may be used for any party political activity or to carry out religious conversions or influence the outcome of any election for public office or to carry on any voter registration drive. The Grantee acknowledges that the FCDO and Options have not earmarked any funds under this Grant Agreement to carry out religious conversions or support lobbying activity or any party political activity or to otherwise support attempts to influence local, state, federal or foreign legislation except as specifically approved by Options in writing.

19 REPORTABLE INCIDENTS

- 19.1 The Grantee shall report to Options any incidents which may be a 'reportable incident' as identified by the FCDO or where it becomes aware of any issues arising in relation to clauses 3. 17 and 18 and Annex G and whether relating either to the Grantee or Options.
- 19.2 Any incidents which are reportable to Options under clause 19.1 shall be reported to the Programme Representative as soon as reasonably practicable and in any event within 14 days of the Grantee becoming aware of the incident. Options shall consider the incident and any decision as to whether Options is required to report the matter to the FCDO or Options' parent company shall be at Options' sole discretion. Additionally, the Grantee acknowledges that reports may also need to be made to the FCDO and shall co-operate with Options so that where applicable any reportable incident can be reported to the FCDO's Fraud and Safeguarding Investigation Team at reportingconcerns@fcdo.gov.uk or +44(0)1355 843747 with the final decision on whether to report or not and who should report it resting with Options.
- 19.3 The Grantee is required to provide to Options confirmation, signed by a duly authorised Board member or officer of the Grantee on any of the reportable incidents enumerated above by providing all the necessary information (date of incident, persons involved, important details including cash if applicable, steps taken so far and evidence available among others) to assist Options in investigating the incident further for the institutionalization of the appropriate deterrent measures and feedback provided.

20. CONFIDENTIALITY AND DATA PROTECTION

- 20.1 Neither party shall disclose any Confidential Information relating to the other party without the written consent of the other party.
- 20.2 Neither party shall use the Confidential Information relating to the other party for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 20.3 The conditions of confidence referred to in this clause shall not apply to any confidential information which is:
- (a) in the possession of and is at the free disposal of either party or is published or is otherwise in the public domain prior to the receipt of such information by it;
 - (b) in the public domain (otherwise than by breach of this Agreement);
 - (c) obtained from a third party free to divulge it;
 - (d) required by law to be disclosed; or
 - (e) properly disclosed on a confidential basis to staff, agents or professional advisers of the respective parties for the purposes of this Agreement.
- 20.3 With respect to the parties' rights and obligations under this Grant Agreement, the parties agree that for the purposes of the Data Protection Legislation the classification of each as data controller, data processor or joint data controller, shall be as outlined in Schedule D (as such terms are defined under the Data Protection Legislation). Both Parties acknowledge that the Parties shall process the Data in accordance with Schedule D and in compliance with the Data Protection Legislation.

- 20.4 Without prejudice to the generality of clause 20.3, the Grantee shall, in relation to any Data processed in connection with the performance by the Grantee of its obligations under this Grant Agreement:
- (a) process that Data only on the written instructions of Options unless the Grantee is required by the laws of any member of the European Union or by the laws of the European Union applicable to Options to process Data or the laws applicable in the country in which the Grantee is established (“**Applicable Laws**”);
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Options, to protect against unauthorised or unlawful processing of Data and against accidental loss or destruction of, or damage to Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure the reliability of the Grantee personnel who have access to the Data and ensure that such personnel are informed of the confidential nature of the Data and comply with the obligations set out in these clauses 20.3 and 20.4;
 - (d) ensure that none of the Grantee’s personnel publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by Options; and
 - (e) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Options has been obtained and the following conditions are fulfilled:
 - (i) Options or the Grantee have provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Grantee complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Grantee complies with reasonable instructions notified to it in advance by Options with respect to the processing of the Personal Data;
 - (f) assist Options, at Options’ cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (g) notify Options without undue delay on becoming aware of a Personal Data breach;
 - (h) at the written direction of Options, delete or return Personal Data and copies thereof to Options on termination of the agreement unless required by Applicable Law to store the Personal Data; and

- (i) maintain complete and accurate records and information to demonstrate its compliance with these clauses 20.3 and 20.4 and permit Options or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Grantee's data processing activities and comply with all reasonable requests or directions by Options to enable it to verify and/or procure that the Grantee is in full compliance with its obligations under this Grant Agreement.

- 20.5 Upon receipt or creation by the Grantee of any Data and during any collection, processing, storage and transmission by the Grantee of any Data, the Grantee shall take responsibility for preserving the integrity of Data and preventing the corruption or loss of Data. The Grantee shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site. The Grantee shall ensure that such back-ups are available to Options at all times upon request, with delivery times as specified by Options.
- 20.6 The Grantee shall ensure that the system on which it holds any Data, including back-up data, is a secure system. If Data is corrupted, lost or sufficiently degraded as a result of the Grantee's default so as to be unusable, Options may require the Grantee (at the Grantee's expense) to restore or procure the restoration of Data and the Grantee shall do so as soon as practicable but not later than two days following written request from Options; and/or itself restore or procure the restoration of Data and shall be repaid by the Grantee any reasonable expenses incurred in doing so.
- 20.7 If at any time the Grantee suspects or has reason to believe that Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Grantee shall notify Options immediately and inform Options of the remedial action the Grantee proposes to take.

21 INSURANCE

- 21.1 For the duration of the Grant Period the Grantee must maintain in force, with a reputable insurance company or companies, full and comprehensive insurance in respect of its employees, assets and activities with such level and extent of cover as provided for in the Cover Sheet or may as otherwise be directed by Options from time to time.
- 21.2 The Grantee must send to Options a copy of any insurance certificate Options requests, together with the receipt for the current year's premium for that insurance, within two weeks of receiving such a request.

22 LIABILITY INDEMNITY AND ACCOUNTABILITY

- 22.1 Neither party limits its liability for personal injury or death caused by negligence, fraud or fraudulent representation.
- 22.2 Options accepts no liability for any consequences, whether direct or indirect, that may come about in relation to the Project and the Grant Activities, the use of the Grant or from withdrawal of the Grant.
- 22.3 The Grantee will indemnify and hold harmless the Authority, 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-fulfilment of obligations of the Grantee under this Grant Agreement or its obligations to third parties.

22.4 Save as otherwise provided in this Grant Agreement, Options' liability under this Agreement is limited to the payment of the Grant.

22.5 The Grantee shall indemnify and hold harmless Options, 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 Plan, the non-fulfilment of obligations of the Grantee under this Grant Agreement or its obligations to third parties.

22.5 Although accountable to Options for the appropriate use of funding and delivery of Project objectives, the Grantee will retain ultimate responsibility for the use of the Grant and will as such be solely responsible for any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients

23 INTELLECTUAL PROPERTY RIGHTS

23.1 The Grantee hereby irrevocably assigns, transfers and grants to Options all intellectual property rights and interests in and to the Materials. The Grantee agrees that at the request of Options, it shall execute all documents required by Options in order to evidence or acknowledge such rights referred to in this clause 23.1.

23.2 Subject to clause 23.1, Options grants the Grantee a non-exclusive license to use the Materials solely for the purpose of delivering the Project under this Agreement for the Grant Period.

24 PUBLICITY

24.1 Options may promote the Project and its relationship with the Grantee in print and online in such manner as it may determine provided that it does so accordance with the Communications and Visibility Plan agreed between the parties. The Grantee grants to Options a non-exclusive, non-transferable, royalty free licence to use any trademarks or other Intellectual Property Rights it may own or acquire for this purpose.

24.2 The Grantee shall promote the Project and its relationship with Options and funding by the FCDO in accordance with the Communications and Visibility Plan. In particular, the Grantee shall acknowledge the support of Options and FCDO in any materials that refer to the Plan, including its annual report, and in any spoken public presentations about the Plan.

24.3 The Grantee shall share with Options on request any media that may help to promote the Project.

24.4 Where the Grantee sends to Options materials relating to its delivery of the Project, such as reports, case studies and photographs, the Grantee shall ensure that it either owns the Intellectual Property Rights in such materials or has any necessary authorisation(s) to use, and authorise the FCDO and/or Options to use, such materials.

Options shall have the right to use such materials to further learning within Options and amongst its supporters.

24.5 Where the Grantee wishes to use a photograph or case study in which an individual is prominently featured and may be identified the Grantee must obtain the written consent of that individual, using the form which shall be provided by Options on request, before including the individual in the photograph or case study. The Grantee must explain to the individual that the individual's photograph may also be used by Options (as well as the Grantee) and that if the individual chooses not to give consent it will not affect the services that he or she is to receive from the Grantee.

25 COMPLIANCE WITH OPTIONS' POLICIES AND SPECIAL CONDITIONS

25.1 (If applicable), the Grantee shall comply with Options' Policies and the Special Conditions as they may be updated from time to time.

26 ASSIGNMENT AND SUB-CONTRACTING

26.1 The Grantee shall be solely responsible for the delivery of the Project. The Grantee may engage other parties to assist it in its delivery of the Plan but shall not, without Options' prior written consent, transfer or pay any other person (other than an employee of the Grantee or supplier of goods or services to the Grantee) any part of the Grant or otherwise assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the obligations in this Grant Agreement.

26.2 Where the Grantee is permitted to engage other parties in accordance with clause 26.1 it shall remain fully liable for all their acts and omissions as if those acts and omissions were its own.

29 GENERAL

29.1 Waiver: No failure or delay by either 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.

29.2 Relationship between the parties: This Grant Agreement shall not create any partnership or joint venture between Options and the Grantee, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other.

29.3 Amendment: Save as permitted by clause 9, no amendment shall be made to this Agreement unless approved in writing by the parties.

29.4 Entire Agreement: This Grant Agreement and any document referred to in it constitute the entire agreement between the parties and supersedes all previous agreements relating to its subject matter

29.5 Joint and several liability: Where the Grantee is not a company or an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Grant Agreement on behalf of the Grantee shall be jointly and severally liable for the Grantee's obligations and liabilities arising under this Grant Agreement.

29.6 Rights and remedies: The rights and remedies provided under this Grant Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

29.6 Rights of Third Parties: Save for the rights given to the FCDO as provided for in this Grant Agreement this Grant Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

29.7 **Execution:** Each party agrees to sign this Grant Agreement either as a hard copy in which case it may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement; or (b) by electronic signature (in whatever form the electronic signature takes including JPEG and PDF formats and that this method of signature is as conclusive of the parties' intention to be bound by the Agreement as if signed by each party's manuscript signature.

30 GOVERNING LAW

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

30.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Grant Agreement or its subject matter or formation.

Schedule A – Description of Grant Activities/Plan

[insert description]

Schedule B – Budget

[insert agreed budget breakdown]

Schedule C – Insurance Policies

[Insert list of policies held – name/type of policy and amount of cover]

Schedule D – Data Processing

Instructions

This schedule must be completed by the Parties in collaboration with each other before the processing of Personal Data under the Agreement. It helps the parties identify a) what Personal Data will be processed under the Agreement and b) when Personal Data will be shared between the Parties.

The completed schedule must be agreed formally as part of the Agreement with Options and any changes to the content of this schedule must be agreed formally with Options.

Description	Details
Identity of the Data Controller and Data Processor This covers those situations where the Grantee is the Data Controller, but Options will be acting as Data Processor in some circumstances, pursuant to the Agreement .	The Grantee as Data Controller, Options as Data Processor
Duration of the processing This will generally be for the duration of the Agreement	
Categories of data subject	

<p>Nature and purposes of the processing Please give relevant detail including identifying which clauses under the Agreement will involve Options accessing Personal Data held by the Grantee.</p>	
<p>Type of Personal Data (including special categories of Personal Data) e.g. health information, contact details, CVs, salaries</p>	
<p>Plan for return and destruction of the data once the processing is complete. UNLESS requirement under European Union or European member state law to preserve that type of data E.g. Data Processor returns the Personal Data or it is securely destroyed at the request of the Data Controller</p>	

Description	Details
<p>Identity of the Data Controller and Data Processor This covers those situations where Options is the Data Controller, but the Grantee will be acting as Data Processor at some points during the performance of the Agreement.</p>	<p>Options as Data Controller, the Grantee as Data Processor</p>
<p>Duration of the processing</p>	
<p>Categories of data subject</p>	

Nature and purposes of the processing	
Type of Personal Data (including special categories of Personal Data)	
Plan for return and destruction of the data once the processing is complete. UNLESS requirement under European Union or European member state law to preserve that type of data	

Schedule E – Options’ Special Conditions

[insert list of any conditions specific to the grant, eg if issues are disclosed during due diligence and Options requires the grantee to take rectifying steps]

Schedule F – Codes, Policies and Procedures

OPTIONS' CODE OF CONDUCT FOR RECIPIENTS OF GRANTS

1. Introduction

Options Consultancy Services Limited and its subsidiaries and branches (collectively, **Options**) expects recipients of grants from Options (**Grantees**) to share its ethical business principles, as set out in this Code, and to promote these principles to their sub-contractors and Grantees. A Grantee's approach to these principles is an important factor in Options' selection and evaluation process, and acceptance of the Code is a pre-requisite in Options' awards of grants to these parties.

Options reserves the right to verify compliance with this Code by asking Grantees to provide relevant information and also by conducting audits and reviews. Where breaches of the Code are identified and/or persist, Options will consider termination of the grant agreement with the Grantee concerned.

2. Business integrity

- **Compliance with laws and regulations**

Grantees will comply with all relevant laws, regulations, standards in the countries in which they operate. They will abide by applicable international trade (including import and export/reexport controls) and economic laws and regulations, including tax, and hold all licences necessary to operate their business. Where the applicable laws and Code address the same subject and are not in conflict, the highest standard will apply. Should any Code requirement conflict with applicable laws, the highest standards consistent with applicable local laws will apply.

- **Anti-corruption**

Grantees shall not take any action to violate, or cause their sub-contractors and Grantees to violate, applicable anti-bribery laws. They shall not engage in or tolerate any form of corruption, bribery, extortion or embezzlement. In particular, they must not promise, offer, authorise, give or accept anything of value, either directly or indirectly through intermediaries, in order to obtain or retain a business or other advantage from a third party, whether public or private.

- **Conflict of interests**

Grantees must avoid conflicts of interest. They shall not enter into a relationship with an Options' director, employee or contractor which could lead such trustee, director, employee or contractor that/those individual(s) to make a decision that would not be in Options' best interest. All organisations and individuals with which Options works are expected to disclose to Options any situation that may appear as a conflict of interest, including any situation where a person working for Options, or any close relation of such person, has an interest in the Grantee's business or any kind of economic tie with the Grantee. Where possible, Options will seek to mitigate the effect of any conflict with any Grantee.

- **Political Contributions and Lobbying**

Grantees are not authorised to make any type of political contribution or charitable donations on behalf of Options. They are not authorised to undertake any type of lobbying or other similar representative efforts on behalf of Options before any kind of government entity, official, body or representative without the express, written consent of Options.

- **Protection of Third Party Rights, Confidential Information and Privacy**

Grantees must safeguard and make only appropriate use of confidential information of Options and of their own beneficiaries. They shall also ensure that valid intellectual property rights are protected. Grantees must manage personal data in line with applicable laws relating to data privacy and protection.

- **Anti-Money Laundering and Anti-Terrorism**

Grantees must comply with the financial crime, anti-money laundering and anti-terrorism laws in all jurisdictions where they carry out their business activities. Grantees shall not accept, facilitate or support money laundering. They shall conduct business only with reputable parties that are engaged in legitimate business activities, with funds derived from legitimate sources.

Grantees must not accept funds known to be derived from illegal activities or engage in any business or other arrangement with any party that is or may be involved with, or supports, terrorism. Grantees shall not have dealings with any party that is on any terrorist list as defined by the US or UK government, or UN, or any party that is subject to international economic sanctions.

3. Safeguarding, human rights and working conditions

- **Safeguarding**

Grantees must commit to safeguarding children, vulnerable adults and staff. They must ensure that:

- safeguarding children is enacted through minimising the risk of intentional or unintentional harm, abuse and exploitation of children within their operations; and responding appropriately if harm and abuse occurs.
- safeguarding vulnerable adult is enacted through protecting the safety and well-being of all adults and providing additional measures to protect those least able to defend themselves from harm or abuse.
- safeguarding staff is enacted through avoiding ambiguous workplace situations and behaviours, which may be misinterpreted and potentially lead to false allegations against them.

Grantees are expected to have robust policies for safeguarding children and vulnerable adults in place and to commit to Options' Child and Vulnerable Adult Safeguarding Policy (a

copy of which is available on request). Where Options has reviewed a Grantee's safeguarding policy and advised the Grantee that it is compliant the Grantee's safeguarding policy will then apply. Grantees are expected to disclose to Options any situation (witnessed, suspected or alleged) that would breach Options' Child and Vulnerable Adult Safeguarding Policy, the Grantee's own safeguarding policy (if applicable) or this Code. Grantees are obligated to report any cases of child or vulnerable adult abuse or exploitation by a member of staff or anyone associated with or acting on behalf of the Grantee. They are also obligated to report child or vulnerable adult abuse or exploitation within the community by someone outside their organisation.

- **Modern Slavery, Human Trafficking and Forced Labour**

Grantees shall prohibit any use of forced, bonded, indentured labour or involuntary prison labour. All work shall be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice. They shall not impose a requirement on workers that they must hand over government issued identification, passports or work permits as a condition of employment.

- **Child Labour**

Grantees shall prohibit all forms of child labour in their organisations and supply chains. Grantees must not employ children below the minimum age of employment or the age for completing compulsory education in the applicable country, whichever is the higher. Grantees must not employ any workers under the age of 18 to perform work that is likely to be hazardous or harmful to health and safety.

- **Non-discrimination**

Grantees shall not practice any form of discrimination in any employment practices such as access to training, promotions/rewards on the grounds of race, colour, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- **Fair Treatment**

Grantees shall create and maintain an environment that treats all workers with dignity and respect. They shall not use any physical abuse, verbal abuse, or sexual or other harassment, or the threat of any of the aforesaid. No harsh or inhumane treatment, coercion or corporal punishment of any kind, or the threat of any of the aforesaid, shall be tolerated.

- **Wages and Benefits**

Grantees must pay all workers at least the minimum wage required by applicable laws and regulations and provide all legally mandated benefits.

- **Working Hours**

Working hours, including overtime hours, shall comply with all applicable laws or recognised industry standards in the country in which the individual is engaged and works.

- **Health and Safety**

Grantees shall provide a safe and hygienic working environment for workers. Adequate steps shall be taken to prevent accidents and injury to health arising out of workplace hazards. Where Grantees provide housing to workers, it shall be clean and safe, and meet the living and safety conditions standard to the country and area.

4. Environmental responsibility

Grantees shall comply with applicable environmental legislation and international standards, including obtaining all required environmental permits and registrations that apply to their business activities. If environmental legislation is not evident or enforced, Grantees shall adopt responsible practices for managing and, wherever possible, reducing their environmental impact, including optimising the consumption of natural resources and minimising the release of harmful discharges to the environment.

5. Commitment

Grantees are encouraged to fulfil the expectations set out in this Code by allocating appropriate resources.

- **Monitoring System**

Grantees shall have adequate systems and controls in place to ensure compliance with these standards or equivalent standards. Grantees' systems and controls shall also apply to any sub-contractors or Grantees they work with in connection with the grant.

- **Consequences in Case of Violations**

Grantees shall address any violations of these standards or equivalent standards that come to their knowledge and take appropriate action. Depending on the severity of the violation, appropriate action could be a request by Options for corrective measures, disciplinary actions or termination of the grant agreement with the relevant party.

- **Reporting**

Grantees are required to promptly report any suspected or known violations of this Code. More information about how to report and to whom is available on Options' main website at www.options.co.uk. Alternatively, the concerns can be directed in confidence via email to speakingup@safecall.co.uk. Options will not tolerate retaliation against any person who raises or tries to raise a concern. A person who makes a good faith report about potential misconduct who experiences retaliation or other adverse action for raising a concern should report this immediately via the channels identified above. All Grantees who work on DFID financed programmes may report suspicions or allegations of aid diversion, fraud, money laundering or counter terrorism finance via DfID's Internal Audit Investigations Section (IAIS) to reportingconcerns@fcdo.gov.uk. If a Grantee does decide to report directly to DFID Options would ask that the concerns are discussed with it prior to such reporting.

CHILD AND VULNERABLE ADULT SAFEGUARDING POLICY

Our Commitment to Child and Vulnerable Adult Safeguarding

The definition of Safeguarding for the Humanitarian and Development sector is:

Safeguarding is a way of working that promotes the safety and welfare of people involved in the delivery or receipt of humanitarian aid and development assistance, protecting them from harm. The definition applies to both UK and overseas activities and it includes the full breadth of safeguarding, including harassment, intimidation, sexual exploitation and abuse, as defined in Annex 1.

Options acknowledges that there are potential risks to children and vulnerable adults through our work in country, including sub-contractors delivering services on Options' behalf or through Options staff living and delivering services in country. We take our safeguarding duty of care very seriously. This means we are committed to:

- i. **Safeguarding children:** by minimising the risk of intentional or unintentional harm, abuse and exploitation of children and within Options' operations, and responding appropriately if harm and abuse occurs.
- ii. **Safeguarding vulnerable adults:** by protecting the safety and well-being of all adults and providing additional measures to protect those least able to defend themselves from harm or abuse.
- iii. **Safeguarding staff:** by avoiding ambiguous workplace situations and behaviours, which may be misinterpreted and potentially lead to false allegations against them.
- iii. **Safeguarding Options:** by showing our genuine commitment to safeguarding children, vulnerable adults and staff preventing cases of abuse from happening which may tarnish Options' reputation and affect our ability to continue work and receive funding.

This Policy applies to all Options employees, consultants, casual and agency staff, interns and volunteers (collectively referred to as 'staff' in this policy).

1. SCOPE: WHY IS SAFEGUARDING IMPORTANT?

Children: Each year the lives and physical, mental and emotional well-being of millions of children are affected by various forms of abuse, neglect, violence and exploitation. This occurs in every country, culture and context in the world. At Options, it is our duty to ensure we have a "zero tolerance" to the abuse or exploitation of children within the scope of our work.

Adults: Throughout the world there are adults who may be subject to a greater risk of abuse, harassment, bullying, or sexual exploitation due to their own circumstances or a context outside of their control. Safeguarding adults is about protecting the safety and well-being of all adults and providing additional measures to protect those least able to defend themselves from harm or abuse.

We recognise our responsibility to make sure that our staff do no harm to children and/or vulnerable adults, and we take active measures to prevent the harm and abuse of

children and/or vulnerable adults. We never knowingly employ (or let any other organisations employ) a known abuser or exploiter of children or vulnerable adults. We will never turn a “blind eye” or tolerate any form of behaviour that abuses, neglects or exploits children and/or vulnerable adults.

2. DEFINING A CHILD AND VULNERABLE ADULT

For the purposes of this policy, a child is any person under the age of 18, regardless of whether a nation’s laws recognise adulthood earlier.

For the purposes of this policy vulnerable adults may be considered as individuals 18 years and above who are, or may be, unable to take care of themselves and/or are unable to defend themselves against significant harm or exploitation. This vulnerability could be both temporary or permanently experienced. It may result from: a mental health illness; a learning or physical disability; a sensory impairment; an imbalance of power from a dependent or unequal relationship; the influence of alcohol or drugs, the affected of trauma or for any other reason.

3. GUIDING PRINCIPLES

Options’ commitment to **child safeguarding** is guided by the following principles:

1. **Zero tolerance of child abuse:** Options does not tolerate child abuse in any form by anyone who works for or is associated with the organisation in any capacity.
2. **Non-discrimination:** Options is committed to safeguarding children in its operations regardless of their nationality, culture, ethnicity, gender, sexual orientation, religious or political belief, socio-economic status, family or criminal background, or physical or mental health.
3. **Shared responsibility:** All Options staff must commit to and uphold the principles and standards of Options’ Child Safeguarding System.
4. **Prevention:** Options understands that that child abuse could happen within its operations and that it is a hidden and under-reported phenomenon. By accepting that child abuse could happen, Options is committed to its prevention.
5. **Confidentiality, safety and best interests of the child:** All matters raised and dealt with under the child safeguarding system will respect the privacy of the child and be dealt with in ways that put the best interests of the child first. Information will be shared only on a need to know basis, to protect individuals.
6. **Use of images:** Pictures, images or other likenesses of children and vulnerable adults and/or information related to children that could compromise their care and protection will not be made available through any form of communication media without proper approvals, protection and understanding of their use. Images with corresponding texts which may identify a child, or young person or vulnerable adult should be removed. Names will be changed as appropriate.
7. **Accountability:** Options has systems in place to document, monitor and report on the implementation of its child safeguarding system, as well as mechanisms to ensure that management and team members are committed to, and are

undertaking their child safeguarding roles and responsibilities to the best of their capacity.

Options' commitment to **vulnerable adult safeguarding** is guided by the following principles:

1. **Zero tolerance:** Options does not tolerate bullying, harassment, sexual exploitation or abuse of any adults, in any form, by anyone who works for or is associated with the organization in any capacity.
2. **Empowerment:** Options promotes a culture of respect, dignity, empowerment and autonomy of vulnerable adults by promoting and respecting their own decision-making process, through client-led decision-making and informed consent. Where clients are unable to act on their own behalf, their interests are represented by a person authorised to make decisions on their behalf.
3. **Shared responsibility:** All Options staff must commit to and uphold the principles and standards of Options Safeguarding Policy.
4. **Prevention:** Options understands that abuse of vulnerable adults can happen anywhere, including within Options' operations. By accepting that this could happen, Options is committed to its prevention.
5. **Confidentiality, safety and best interests of the vulnerable adults.** All matters raised under the safeguarding system are handled with integrity and with the utmost respect for the privacy of the adult at risk, putting their best interests first. Information will be shared only on a need to know basis; respecting client/provider confidentiality while protecting individuals. The level of response should be proportional to the risk presented, and least intrusive to the vulnerable adult.
6. **Equality and Diversity:** Options is committed to supporting the well-being of vulnerable adults and safeguarding them regardless of their age, nationality, culture, ethnicity, gender, sexual orientation, religious or political belief, socio-economic status, family or criminal background, or physical or mental health.
7. **Partnership:** Communities have an important role to play in preventing, detecting and reporting neglect and abuse. By forming strategic partnerships with existing services and experts in the local community, Options works with those services to respond quickly and appropriately to the needs of vulnerable adults. Options will identify and refer vulnerable clients, where possible, to other service providers who have expertise in the specific risk area.
8. **Accountability and Transparency:** Options has systems in place to document, monitor and report on the implementation of its safeguarding policy, as well as mechanisms to ensure that managers and team members are committed to, and are undertaking, their safeguarding roles and responsibilities to the best of their capacity.

9. **Act professionally whilst at the same time showing genuine care and compassion.** Options' Code of Conduct provides guidance in relation to the standards and principles expected across the organisation.

4. CORE STANDARDS

Options' capacity to ensure the protection of children and vulnerable adults that the company may work with depends on the ability of staff to uphold and promote the highest standards of ethical and professional conduct.

All Options staff are personally and collectively responsible for maintaining these standards. Line managers have a responsibility to uphold these standards, to set a good example, and to create a working environment that supports and empowers staff.

It is expected that all Options staff will:

- Treat all children and vulnerable adults (and indeed all of those we come into contact with) fairly and with respect and integrity.
- Act in a way that seeks to care for and protect the rights of children and vulnerable adults and act in their best interests.
- Use information and resources in a safe and responsible way. This includes the exercise of due care in all matters of official business, and not divulging confidential information.
- Ensure that personal and professional conduct is, and is seen to be, of the highest standard and in line with the Code of Conduct.
- Ensure that another adult is present when working in the proximity of children and vulnerable adults.
- Never engage in any exploitative relationships – sexual, emotional, financial or employment-related.
- Refrain from any involvement in criminal or unethical activities that contravene human rights.

5. IMPLEMENTATION

Training

All staff have a role to play in the safeguarding of children and vulnerable adults. To fulfil that role effectively and with confidence, they need to: maintain knowledge of Options Child and Vulnerable Adults Safeguarding policy and procedures and it is mandatory for all staff to undertake training and refresher sessions as instructed. Some programmes and positions will carry with them a greater risk. Additional support will be provided in those cases.

Recruitment and Vetting

Options is committed to vetting the staff it hires carefully to help ensure children and/or vulnerable adults are not placed at risk through contact with Options staff. For this reason, Options adopts child and vulnerable adult safeguarding recruitment procedures for the selection of staff, whether full time or part time, temporary or long-term. The procedures not only aim to identify possible child offenders and staff not suited to work in contact with children or vulnerable adults, but also to deter these staff from seeking work with Options in the first place.

These procedures include:

- Ensuring that safeguarding is covered at the interview stage with the candidate's knowledge and appreciation of this area being assessed.
- Ensuring formal and valid documentation is provided to confirm the identity of a candidate and proof of relevant qualifications and background checks.
- Only confirming appointment when satisfactory references and satisfactory reference checks have been received.
- That all new staff sign a "self-declaration" statement stating adherence to Options Safeguarding employment criteria and acknowledgement of the potential disciplinary measures in the event of a Child or Vulnerable Adult Safeguarding / Code of Conduct breach.
- All job advertisements will include a statement that Options has a Child and Vulnerable Adult Safeguarding Policy in operation and that successful candidates will need to sign it and be prepared to undergo a background check.

Options reserves the right to carry out enhanced Disclosure and Barring (DBS) checks on staff where appropriate.

Code of Conduct

Options has included Child and Vulnerable Adult Safeguarding in its Code of Conduct and this is applicable to all staff. New staff will sign the code with their offer of employment with consultants doing so as part of their contractual engagement. An annual review will be undertaken to ensure that all current staff have signed and submitted a Code of Conduct.

Risk Assessment

Each office and/or programme will be responsible for undertaking an annual risk assessment of the positions in the programme or structure and the level of risk in relation to children and vulnerable adult safeguarding. Where positions are deemed to be of medium to high risk additional support and training will be provided.

6. REPORTING CONCERNS

Speak Up

If anyone becomes aware of an Options' staff member or representative causing or potentially causing harm to Options' clients or other employees or breaches of the Code of Conduct, then they must be encouraged to speak up and raise their concerns by getting in touch with:

- An appropriate line manager
- Programme Team Leader
- Country Representative
- Director of Programmes or the Human Resources Manager
- Options' confidential, independent, dedicated Speaking Up service: [webmail: www.safecall.co.uk/report](mailto:www.safecall.co.uk/report) or email speakingup@safecall.co.uk. Posters are displayed at all Options' locations.

Incident Reporting

It is essential that all allegations of child or vulnerable adult abuse or breaches of the Code of Conduct are detected and quickly brought to the attention of the appropriate line manager, who will then take action based on established internal principles and procedures. This means: the safety, wellbeing, dignity and best interests of the child or vulnerable adult remain the overriding concerns at all times; that we treat every report of potential abuse seriously, ensuring that all parties are treated fairly and procedures are transparent and in line with local law; and we work in a confidential and timely manner, keeping in mind the protection of the victim, the reporter and the alleged perpetrator.

All Options staff and their representatives are obligated to report any witnessed, suspected or alleged cases of:

- Child or vulnerable adult abuse or exploitation by a member of staff or anyone associated with or acting on behalf of the company.
- Breaches of the Child and Vulnerable Adult Safeguarding Policy or Code of Conduct by another member of staff.
- Child or vulnerable adult abuse or exploitation within the community by someone outside the organisation.

All reported safeguarding incidents must be communicated to the Safeguarding Lead (Director of Programmes) and the Human Resources Manager within 24 hours of the allegation being made.

The Safeguarding Lead will report as appropriate to the relevant funding organisation / statutory bodies and record the allegation on the confidential safeguarding register. Confidentiality will be maintained at all times and appropriate action will be taken to safeguard all those involved. The Safeguarding Lead is responsible for informing the Board, as appropriate

The Safeguarding Lead in conjunction with the Human Resource Manager will appoint an appropriate and experienced member of staff as the decision maker for handling the report. If the report alleges a serious safeguarding violation, a Safeguarding Decision Committee will be convened and a case conference meeting held before proceeding. The

findings of any subsequent investigation will be managed through the appropriate channels.

Options' Directors will assume accountability for team adherence to the Options' Child and Vulnerable Adult Safeguarding policy in the UK.

Country Reps and/or Team Leaders are accountable for their programme adhering to the Options Child and Vulnerable Adult Safeguarding policy in-country and to communicate a clear and fully understood Incident Reporting Process and guidelines reflecting their local internal structures, operational context and management composition.

The Director of Programmes will maintain a confidential central register of all allegations along with the results of any investigations and management action. They will also be responsible for ensuring the Board are informed as appropriate.

The company will not tolerate any form of coercion, intimidation, reprisal or retaliation against any member of staff who reports any form of abuse or exploitation or provides any information or other assistance in an investigation.

7. BREACH OF THE POLICY OR CODE OF CONDUCT

Following an investigation, any breach of the Safeguarding Policy or the Code of Conduct will result in one or more of the following actions, as appropriate:

- Meeting to discuss the breach. Providing an opportunity for the accused to detail their account/understanding of the situation
- Suspension from work
- Dismissal
- Termination of contract (where the contract is for service as opposed to employment)
- Formal warning and monitoring
- Transfer to other duties
- Performance management
- Further education on the Child and Vulnerable Adult Safeguarding Policy and Code of Conduct
- Reporting to the Police

These measures will be applied in a transparent and fair manner, alongside any criminal investigation where relevant.

8. MONITORING & REVIEW

This policy has been agreed by the Options Board and will be reviewed regularly and its operation monitored.

ANNEX 1 DEFINITIONS

i. Safeguarding

The definition for the Humanitarian and Development sector is: **“Safeguarding is a way of working that promotes the safety and welfare of people involved in the delivery**

or receipt of humanitarian aid and development assistance, protecting them from harm, including all forms of exploitation, abuse and harassment” The definition applies to both UK and overseas activities and it includes the full breadth of safeguarding, including harassment, intimidation, sexual exploitation and abuse.

Safeguarding is a preventative approach and involves promoting the safety and wellbeing of all adults who come into contact with our organization; with particular attention paid to the welfare of vulnerable people by protecting them from harm and recognising risks to their safety. Organisations have a responsibility to ensure that their employees, operations, and programmes do no harm to vulnerable adults. They do this through implementation of standards and measures to prevent abuse, exploitation, neglect and/or violence; responding adequately to any cases that may occur or be witnessed.

ii. **Vulnerable Adults (detailed definition)**

Individuals 18 years and above who are, or may be, unable to take care of themselves and/or are unable to defend themselves against significant harm or exploitation. This vulnerability could be both temporary or permanently experienced. It may result from: a mental health illness; a learning or physical disability; a sensory impairment; an imbalance of power from a dependent or unequal relationship; the influence of alcohol or drugs, the affected of trauma or for any other reason.

Adults may experience vulnerability either temporarily or permanently, due to:

- Reduced capacity to understand information, process information, or communicate opinions or decisions. This capacity may be task-specific and may fluctuate, as changes in a person's condition can impair their ability to understand, retain, weigh up information and communicate their decisions.
- Their lack of freedom or ability to engage voluntarily. This could be a consequence of coercion or undue influence by means of force; threats; retribution; manipulation (including emotion-laden appeals); persuasion and inducements; or the undue influence of a partner; guardian; employer; or government authority.
- Their dependent and/or unequal relationships which can occur with either a partner, guardian, employer or government or local authority amongst others. These relations can put them at increased risk of being unable, or unwilling, to express their independent views. Their dependence or lack of status can also put them at *real or perceived risk of suffering* consequences should they not agree.
- Their circumstances can put individuals in a situation which incurs risk of significant harm, exploitation or abuse by people around them. The risk could be inflicted upon individuals by family members, friends, health providers, and other persons within a position of authority.

Bullying is offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient.

Harassment is unwanted conduct which has the effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating, threatening, or offensive environment for that individual.

Sexual Harassment is any unwelcome conduct of a sexual nature which makes a person feel offended, humiliated and/or intimidated. Options recognises that sexual

harassment often occurs in unequal power relationships, as well as situations which create an environment which is hostile, intimidating or humiliating for the recipient.

Sexual harassment can comprise of one or more incidents and/or actions, which may be physical, verbal and/or non-verbal. Examples of conduct or behaviour which constitute sexual harassment include, but are not limited

- Unwelcome physical contact including patting, pinching, pushing, groping, stroking, kissing, hugging, fondling or any other form of inappropriate touching
- Unwelcome sexual advances or suggestive behaviour, gestures or language (which the harasser may perceive as harmless)
- Physical violence, including sexual assault or rape
- The use of threats or rewards to solicit sexual favour
- Comments or persistent questions on a team-member's appearance, age, private life etc.
- Sexual comments, stories and jokes
- Sexual advances
- Offensive and/or sexually explicit e-mails, text messages or social media content
- Repeated and unwanted social invitations for dates or physical intimacy
- Condescending remarks, whistling or leering
- Insults based on the individual's sex
- Display of sexually explicit or suggestive material (physical or electronic)

Any person can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. Options recognises that sexual harassment may also occur between people of the same sex.

Schedule G – Definitions and rules of interpretation

1. In this Grant Agreement (where the term "Grant Agreement" means the Cover Sheet, the Agreed Terms and all Schedules and Annexes referred to in clause 1 of the Agreed Terms), the following terms shall have the following meanings:

"Advance Request Form" means the form a template of which appears at Annex G;

"Agreed Terms" means the agreed terms which are appended to the Cover Sheet and form part of the Grant Agreement;

"Aid Diversion" means any event, including fraud, corruption, bribery (including for purposes of the Bribery Act 2010), theft, terrorist financing, money laundering and other misuse of funds that prevents the Grant being directed to the outputs and activities of the Project, or funds being directed to the aid outcomes or recipients intended;

"Applicable Laws" means any applicable law, statute, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body in any jurisdiction;

- “Bank Account Validation Template” means the template in the format of that which appears as Annex E;
- “Budget” means the amount of the Grant as specified on the Cover Sheet;
- “Communications and Visibility Plan” means the plan that will be developed by Options with a copy provided to the Grantee;
- “Confidential Information” means all personal data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of either Party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential;
- “Conflict of Interest Declaration Template” means the template annexed to this Grant Agreement as Annex G;
- “Cover Sheet” means the cover sheet to which Options’ Terms and the Schedules and Annexes are appended being the Grant Agreement;
- “Currency” means the currency in which the Grant instalments are payable;
- “Data” means (a) the data, Personal Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: (i) supplied to the Grantee by or on behalf of Options; or (ii) which the Grantee is required to generate, process, store or transmit pursuant to this Agreement;
- “Data Protection Legislation” means the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and all other applicable laws and regulations relating to the processing of personal data and privacy as amended or updated from time to time, including without limitation, the guidance and codes of practice issued by the Information Commissioner and any analogous laws in the country/ies in which the Grantee operates or will undertake the Grant Activities;
- “Effective Date” means the date referred to in the Cover Sheet;

“Equipment”	means any computer hardware or software, materials and goods and associated services necessarily required for the implementation of the Project, which the Grantee cannot reasonably be expected to provide itself;
“Fees”	means the fees and reimbursable expenses (where applicable) payable to the Grantee set out in Attachment 2 and payable in accordance with the terms of this Agreement;
“FCDO”	means the Foreign, Commonwealth and Development Office which is a department of the UK government;
“Financial Quarter”	means each financial quarter for the Grant Period as particularized in the Cover Sheet;
“Financial Year”	means each financial year of the Grant Period and for the period from the last complete financial year to the end of the Grant Period;
“Grant”	means the grant details of which are specified in the Cover Sheet and
“Grant Activities”	means the activities to be undertaken by the Grantee in connection with the Project as particularized in Schedule A;
“Grantee”	means the grantee whose name and details are specified in the Cover Sheet;
“Grantee Representative”	means the grantee’s representative whose name and details are specified in the Cover Sheet;
“Grant Instalment”	means each instalment of the Grant;
“Grant Payment Dates”	means the dates on which each Instalment of the Grant shall be paid as specified in the Cover Sheet;
“Grant Period”	means the period from the Effective Date to termination of this Grant Agreement;
“Incident Reporting Form”	means the form that the Grantee is asked to use when reporting any incidents relating to safeguarding, a template for which appears as Annex H;
“Intellectual Property Rights”	means all copyrights, trade marks, trade names, patents and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to the

Project however arising for their full term and any renewals and extensions;

“Materials”

means all data, information, methodologies, reports, analyses and other documents which may be produced, created and/or obtained by the Grantee during the course of delivering the Project;

“Occasion of Tax Non-Compliance” means:

(a) any tax return of the Grantee submitted to a relevant tax authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of a relevant tax authority successfully challenging the Grantee under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; or the failure of an avoidance scheme which the Grantee was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) any tax return of the Grantee submitted to a relevant tax authority on or after October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud evasion;

“Options’ Representative” means the Options’ representative whose name and details are specified in the Cover Sheet;

“Personal Data”

shall have the meaning ascribed to it as set out in the Data Protection Legislation;

“Plan”

means the plan for the Project as particularized in Schedule A;

“Programme”

means the programme specified in the Cover Sheet;

“Prohibited Act”

has the meaning; (a) to directly or indirectly offer, promise or give any person working for or engaged by Options or the FCDO a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or

conspiring to defraud the FCDO or Options; or (d) any activity, practice or conduct which would constitute one of the offences listed under above if such activity, practice or conduct had been carried out in the UK;

- “Project” means the project specified in the Cover Sheet in respect of which the Grant is payable;
- “Quarterly Financial Reporting Template” means the template for use by the Grantee when reporting on financial matters to Options;
- “Quarterly Narrative Reporting Template” means the template for use by the Grantee when reporting on Project matters to Options;
- “Relevant Requirements” means all Applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
- “Reportable Incident” means any suspicion or actual evidence of dishonest conduct or attempted dishonest conduct of any kind relating to this Grant Agreement or the Project including but not limited to bribery, theft, fraud, money laundering and terrorist financing.
- “Results Framework” means the framework relating to the Plan and the anticipated outcomes from the Project annexed to this Grant Agreement as Annex C;
- “Special Conditions” means the special terms or amendments to the Agreed Terms that the Parties have agreed, as set out in Schedule e;
- “Standard Operating Procedure” Options’ guidelines for proper management of the Grant

2. All references to statutory provisions or enactments include references to any amendment, modification or re-enactment of any such provisions or enactments (whether before or after the date of this Agreement) and to any regulation or order made under such provisions or enactments.
3. Headings are for ease of reference only and are not to be taken into account in construing this Agreement.
4. References to **writing** or **written** includes email and any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition phrase or term preceding those terms.

5. Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include every gender, and words denoting persons shall include corporations and vice versa.
6. References to either Party shall include their successors in title and their permitted assigns.

Annex A – Ghana Somubi Dwumadie Budget Template

See excel file accompanying this Grant Agreement named Annex A – Ghana Somubi Dwumadie Budget Template

Annex B – Ghana Somubi Dwumadie Quarterly Financial Reporting Template

See excel file accompanying this Grant Agreement named Annex B – Ghana Somubi Dwumadie Quarterly Financial Reporting Template

Annex C – Ghana Somubi Dwumadie Results Framework

See excel file accompanying this Grant Agreement named Annex C – Ghana Somubi Dwumadie Results Framework

Annex D – Ghana Somubi Dwumadie Quarterly Narrative Reporting Template

Completed every Quarter including financial report and statements.

Section A: Project performance over last quarter

A.1 Project Summary

GRANT DETAILS	
Name of organisation	
Project title	
Call	
Reporting period	
Coalition members and Lead Organisation (if applicable)	
Name of project manager	
Address, e-mail and tel. no.	

A.2: Project overview

Overview of the project
<p>Project Goal</p> <p>Project Outcomes:</p>
<p>Self-assessment of performance over the implementation period under review</p> <p>How has your project performed during the quarter?</p> <p>Describe in not more than one page the progress made towards the project goal and objectives by highlighting key achievements during the quarter. Analyze the progress against the targets in the results framework.</p>

A.3: Progress against work plan

Reporting Quarter		E.g. Oct to Dec 2020			
Describe the work accomplished to date. Activities agreed in the agreement workplan should be listed here in the order in which they appear. A description of work accomplished or ongoing to date should follow each activity.					
Activity # ²	Planned activities as per work plan	Progress to date (activities achieved over the period)	Variance (difference between achieved and planned)	Reasons for variance	Notes – Refer to # in Financial Report
1.1.1					
2.1.1					
3.1.1					
4.1.1					
5.1.1					

A.4: Project work plan for next quarter

Describe the planned activities for the next quarter, noting any key changes to the activities set out in the agreement work plan.			Quarter : e.g. Jan - Mar 2021		
Activity # ³	Planned activities for next quarter	Key changes from contract work plan	Reasons for changes from contract work plan	Notes – Refer to # in Financial Report	
1.1.1					
2.1.1					
3.1.1					
4.1.1					
5.1.1					

² This should refer to the activity number in the work plan

³ This should refer to the activity number in the work plan

A.5: Key Performance Indicators

Please complete the "Indicator Tracker" sheet in the Results Framework

Briefly explain or give reasons for under-achievement and/or over achievement in output targets, if any.

A6: Participants Reached

Note that some projects may be asked to report key relevant metrics, such as numbers of people reached, or levels of stakeholder engagement. This will be agreed on a case-by-case basis with grantees.

TOTAL Numbers Reached (Disaggregate your results by gender and other social groups)											
	Category	Male	Female	Sub-groups							Source and how figures provided were computed
				People with disabilities	Mental health conditions	Health care workers	Care givers	C-19 infected persons	Community leaders	Others	
Individuals (beneficiaries) Reached ⁴	Direct Reach ⁵ (see footnote)										
	Indirect Reach ⁶ (see footnote)										
	Implementing Locations (Districts) in the quarter										
Individuals reached through the MEDIA	Listenership										
	Readership										
	Viewership										

⁴ Individuals (participants) reached by project activities is defined as direct and indirect.

⁵ **Direct = All** project participants reached directly through planned activities implemented

⁶ **Indirect** = others who are closely reached or impacted by the project activities. These are persons reached by direct project participants

*Please note that PWDs/Children/Youth and others are sub-groups to the Male and Female main groups. As such the Male and Female totals should include all the sub-groups

A.7: Unintended Outcomes

Indicate any unintended results/outcomes/change (both positive and negative) that have occurred because of your project

A.8 Cross-cutting issues

Participation of people with disabilities, including mental health disabilities: Highlight the extent to which your activities have contributed to and enabled participation of these groups
Participation of women: Highlight the extent to which your activities have contributed to and enabled participation of these groups
Overall participatory and inclusive approaches: Highlight the extent to which your activities generally have taken participatory and inclusive approaches to engaging your project participants

A.9 : Value for money considerations and Sustainability

Describe how the project has ensured value for money (VFM)
Efficiency (How have you made the best use of resources to achieve results? In addition to your submission, kindly report on the following: i. Proportion of grants funds spent to date (burn rate)
Effectiveness (How have you worked towards ensuring results are achieved?) In addition to your submission, kindly report on the following: i. Proportion of indicator targets met)
Economy (How have you kept the cost of implementing your project down? In addition to your submission, kindly report on cost savings made during the quarter)
Equity (How have you ensured that the benefits are distributed fairly? How has the project prioritized the vulnerable, excluded and hard to reach?)
Sustainability (How is the project sustaining or intends to sustain the gains/results realised from the project?)

A.10: Partnership with others

Provide examples of active partnerships with others in implementing this project: DPOs, SHGs and CSOs partners

A.11: Participant Feedback

Provide feedback collated or collected directly from participant/user/beneficiary on the project being implemented

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Section B: Risks and Learnings

B1: Risks

Describe emerging contextual risks associated with disability or mental health that occurred this quarter or are forthcoming. Eg planned community protest and harassment of DPOs or provider, or supportive religious and traditional leaders holding sessions

You can add more lines if needed

Risks or supportive activity	Quarter happened or is planned to happen	What steps are being taken to mitigate these risks

B.2: Safeguarding issues reporting

Describe any safeguarding concerns or other reportable incidents during the last quarter. You can add more lines if needed

Reported by	Date reported	Description of safeguarding incident or concern	Action taken

B.3: Challenges and lessons learned from the project

Challenges in implementing during this period and mitigation - highlight the challenges you encountered during the period of implementation and how they were mitigated to reduce impact.

Lessons Learnt – what lessons emerged during the period and how have these been used or being used to inform and improve the project

Which of your strategies/ approaches or ways of working (including advocacy actions) were most effective and how did they help in achieving your results?

B.4: Grantee Feedback and Recommendations to Ghana Somubi Dwumadie

Provide constructive feedback and recommendation to the Ghana Somubi Dwumadie Grants Team to improve their support to your project implementation.

Section C: Mandatory documents

The following documents are to be submitted with this report

No	Document	Submitted	Date Submitted
1	Financial report	Yes/No	
2	Cash book (for both cash and bank payments)	Yes/No	
3	Bank reconciliation and bank statements	Yes/No	
5	Procurement plan and quotations comparison matrix (If any)	Yes/No	
6	Advance Funds request form	Yes/No	
7	Supporting documentations for expenses reported	Yes/No	
8	Any relevant photos (with appropriate consent) and / or most significant impact stories or case studies	Yes/No	

Progress report reviewed by: [INSERT NAME and SIGNATURE] DATE:

Progress report approved by: [INSERT NAME and SIGNATURE] DATE:

Annex E – Ghana Somubi Dwumadie Grantee Bank Account Validation Template

Date: [: Click here to enter a date.](#)

Dear Sir/Ms.

Please find the bank details below:

Bank account name: [Click here to enter text.](#)

Account Number: [Click here to enter text.](#)

Iban Number: [Click here to enter text.](#)

Name of the bank: [Click here to enter text.](#)

Address of the bank: [Click here to enter text.](#)

Bank SWIFT code: [Click here to enter text.](#)

Currency: [Click here to enter text.](#)

ABA routing number (if applicable) [Click here to enter text.](#)

Correspondent bank details (if applicable)

Bank account name: [Click here to enter text.](#)

Account Number: [Click here to enter text.](#)

Name of the bank: [Click here to enter text.](#)

Address of the bank: [Click here to enter text.](#)

Bank SWIFT code: [Click here to enter text.](#)

Currency: [Click here to enter text.](#)

ABA routing number (if applicable) [Click here to enter text.](#)

Partner Full Name [Click here to enter text.](#)
Partner Legal Name [Click here to enter text.](#)
Address of the organization [Click here to enter text.](#)
Name of contact person [Click here to enter text.](#)
Position: [Click here to enter text.](#)
Telephone and Fax: [Click here to enter text.](#)
E-mail Address [Click here to enter text.](#)

Print name, signature and job title of partner
title of Partner

Print name, signature and job
title of Partner

FOR Ghana Somubi Dwumadie Grants Mechanism

As a Ghana Somubi Dwumadie employee I confirm that this document comes from the partner stated and complies with rules on partner bank accounts. I can also confirm that the original of this document is file in _____ in Accra, Ghana

Letter bank details confirm with: _____

Letter bank details confirmed by

Verbally Face to Face Skype Phone

Signature: _____ Date of review by Ghana Somubi Dwumadie
Grants Team employee: _____
Name:
Position:

Annex F – Ghana Somubi Dwumadie Conflict of Interest Declaration Template

<p>I..... as grantee on Ghana Somubi Dwumadie (Ghana Participation Programme) have set out below my interests in accordance with the Options Conflict of Interest Policy.</p>	
<p>Please give details of the interest and whether it applies to yourself, a member of your immediate family or other close personal connection.</p>	
<p>Current or previous employment in which you still have an interest, including consortium partner organisations.</p>	
<p>Trusteeships, directorships, membership of, or close association with other organisations, etc.</p>	
<p>Membership of a political party in an active role which may constitute a conflict of interest</p>	
<p>Membership of a community group or organisation in a volunteer capacity, which may constitute a conflict of interest.</p>	
<p>Any financial interests that are relevant to your position with Ghana Somubi Dwumadie</p>	
<p>Any contractual interests with Ghana Somubi Dwumadie</p>	
<p>Any other conflicts not covered above</p>	
<p>To the best of my knowledge the information above is complete and correct. I undertake to update the information given as necessary and review the details on an annual basis.</p>	
<p>Signed:</p> <p>Date:</p>	

Annex G – Advance Request Form

Invoice: Cash Advance Request for Ghana Somubi Programme

Invoice to: Options Consultancy Services

Organisation & Project Information

Requesting organisation	
Organisations Address	
Programme name	
Programme dates	
Programme value (GHS)	
Invoice Reference Number	

Bank account information

Bank name	
Bank address	
Beneficiary account name	
Bank account number	
IBAN number if applicable	
Bank Swift Code	

Cash Advance Request amount in Ghana Cedis

Tranche Number	
Amount in words	

Amount in figures

--

Signatures

	Name	Position	Date	Signature
For the implementing organisation (1st approver)				
For the implementing organisation (2nd approver)				
For Options Consultancy Services Ltd				

Annex H - Incident Report Form

CONFIDENTIAL

Safeguarding Incident Reporting Sheet – Internal Reporting Details included so that investigation can take place.

Please complete this form if you believe that abuse or exploitation, or a breach of the Code of Conduct, or any of the Safeguarding Policies may have occurred or that a Client's safety is in danger. All protection concerns should **immediately be made verbally** to Sarah Hepworth, Director of Programmes or Tracy Brosnan, HR Manager. **This Report should be compiled immediately after the verbal report and in no case more than 24 hours after the incident.**

The report must be treated in strict confidence.

Incident date:

Incident Time:

Venue/Address of Incident:

Name of Victim:

Age of, particularly if a child:

Name of parents or guardian:

Details of Concern / Suspicion / Incident:

Please fill out as many sections as possible with as much detail as you can.

1. Describe what happened: time / dates / names of persons) involved/ behaviour or signs observed / any other details.

.Details of any conversation with the victim:

3. Have you contacted anyone about this concern? Yes No

4. If so, who have you contacted?

Please sign this report and print your name and your position in the organisation

Signed.....

Date

Name:_____

Position:_____