

# SCALING UP NUTRITION (SUN) GRANT

## MEMORANDUM OF UNDERSTANDING

This grant Memorandum of Understanding (MOU) is made between World Vision Uganda (WVU) hereafter referred to as "Focal Point Organization" on the one hand and Uganda Civil Society Coalition on Scaling Up Nutrition (UCCOSUN) hereinafter referred to as "Grantee" on the other hand.

Address of Focal Point Organisation	Plot 15B, Nakasero Road P.O. Box 5319 Kampala-Uganda
Address of Grantee	C/O Uganda Action for Nutrition (UGAN) Department of Food Technology and Nutrition Makerere University P.O. Box 7062 Kampala-Uganda
Amount of Grant	USD 300,000 (Three Hundred Thousand)
Purpose of Grant	Scaling up CSO Nutrition Interventions in Uganda
Time Period of Grant	Three Years
Donor Organization	Global Multi-Partner Trust Fund (MPTF)

### I Use of Grant Funds

All grant funds must be used in a manner consistent with the laws of Uganda and the donor regulations/requirements.

- I. The Grant fund may be used and shall be spent within the terms of this grant. Grant funds maybe used only for the purposes and according to the budget stated in the project application, as well as the budgets and work plans approved by the Grantee Steering Committee
- II. The Focal Point Organisation will use grant funds to make payment to third parties, provided such funds are used only for stated purposes within the approved budgets and work plans. Grantee must also take all reasonable steps to ensure that the grant funds shall be used for the agreed purposes.

## **2 Approval and disbursement of Funds**

- I World Vision Uganda will develop appropriate financial procedures to facilitate UCCO-SUN in implementation of the SUN grant to ensure efficiency, effectiveness and accountability. All requests for funding including budgets and work plans shall be prepared by the coordinator and approved by the steering committee representatives (chairperson and secretary). The UCCO-SUN coordinator shall then forward them to the Focal Point Organisation to process and effect payments for the approved activities.
- II The UCCO-SUN coordinator will facilitate the activities in collaboration with the World Vision Uganda nutrition specialist and the advocacy team.
- III Implementing partners shall be selected by the Grantee Steering Committee from among the members of UCCOSUN.

## **3 Publicity Relating to Grant**

- I In its own publicity relating to this grant, Grantee may use any photos, information, materials pertaining to implementing partner's activities provided by implementing partner or publicly available relating to the grant.
- II For publicity and other purposes, implementing partners grant UCCO-SUN non-exclusive, royalty free, worldwide, perpetual licensee to all the Implementing Partner rights in all media now known or thereafter developed to reproduce, distribute, publicly display and perform and create derivative works from all works developed by the Implementing Partner as part of this grant or the funded activities.

## **4 Notification and Reporting Requirements**

- I. Grantee must immediately notify Focal Point Organization if there is any change to the project or project activities or if during the grant period anything happens that affects grantee's capacity or ability to use the funds for the project stated purposes, including but not only limited to any changes in Grantee's purpose, financial condition, leadership or key project staff; to the project objectives or activities, or to the timing of activities, or to any significant related factors or circumstance.
- II. The time period for grantee's use of the grant funds may be extended when necessary, in writing and signed, following mutual agreement by both parties, to account for any

delays made necessary by factors beyond the Grantee's control. But the Focal Point Organisation may also change the schedule of grant payment to correspond with any significant delays in the activities funded by the grant.

- iii. Using the report format provided by the Focal Point Organization, the Grantee shall provide Focal Point Organisation with quarterly financial reports and narrative reports that describe Grantee's progress towards completing the funded project and achieving its goals by 8<sup>th</sup> of the month following end of quarter,. These interim reports must be signed by an appropriate officer of the Grantee. If the Focal Point Organization determines that any interim report failed to provide adequate evidence, the Grantee's successful progress toward completion of the funded project activities, as described in the approved work plan(s) and budget(s), the Focal Point Organisation may exercise its right to terminate this agreement, as set forth herein.

#### **5 Record-Keeping, Audits and Inspections/Monitoring Visits**

- i. The Grantee agrees to provide adequate records in a manner that enables the Focal Point Organization to verify expenditure of grant funds in line with agreed procedures.
- ii. The Focal Point Organisation reserves the right to carry out periodic monitoring and support visits to UCOSUN, conduct an audit on grant funds during and/or after the end of the grant period.
- iii. Accounting records relating to the Grant, as well as copies of the reports submitted to the Focal Point Organisation shall be kept for at least 7 years after the completion date.

#### **6 Termination of the Grant Agreement**

Either party may terminate this agreement by a three months written notice. Termination should not be limited to instances where there are disagreements. There may be instances where either party may want to terminate for other reasons.

#### **7 Confidentiality**

- i. Grantee agrees to treat all records and information relating to Focal Point Organization as confidential and agrees that Grantee will not give anyone else access to the project files or to any other Focal Point Organization files or non public information, except as directed or approved by Focal Point Organization, or as required by law. This provision will remain in force for as long as grantee retains information relating to the project in its records.

## 8 Interpretation

- I. This agreement shall be interpreted in accordance to the laws of Uganda.
- II. This agreement constitutes the inter agreement and understanding between the parties with respect to the subject matter, hereof and may not be changed orally but only by an agreement in writing signed by both parties. This agreement also supersedes any prior agreements understanding or representations by or among the parties written or oral, which may have related to the subject matter of this agreement in any way.
- III. In the event that this agreement is translated to another language, this English version shall control in any disputes about the terms of the agreements or their interpretation and nothing in the translated version shall supersede or amend any of the terms of this agreement.
- IV. The waiver by either party of any breach of any provision of this agreement by the other shall not operate or be construed as a waiver by that party of any subsequent breach by the other.
- V. Should the Focal Point Organization and Grantee extend the time period of this grant agreement or if Grantee receives additional grant funds from Focal Point Organization, other provisions of this agreement will remain in effect unless altered or superseded by a subsequent agreement signed by both parties.
- VI. The persons executing this agreement represent that they have legal authority to bind their respective parties in the terms herein.

**Signed on behalf of UCCO-SUN:**

Name: DR. ELIZABETH MADRAA

Designation: President- Uganda Action for Nutrition (UGAN)

Signature: 

Date: 10/04/2013

**Signed on behalf of World Vision Uganda**

Name: ..... J. W. A. N. E. S. I. T

Designation: National Director – World Vision Uganda

Signature: ..... [Handwritten Signature]

Date: ..... 10/4/2013

Witnesses:

1. Name: ..... [Handwritten Name]

Designation: ..... [Handwritten Designation]

Signature: ..... [Handwritten Signature]

Date: ..... [Handwritten Date]

2. Name: ..... [Handwritten Name]

Designation: ..... [Handwritten Designation]

Signature: ..... [Handwritten Signature]

Date: ..... [Handwritten Date]