

**Memorandum of Understanding**  
**between**  
**The Department for International Development (DFID), United Kingdom of**  
**Great Britain and Northern Ireland**  
**and**  
**Article 19**

1. I am pleased to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland acting through the Department for International Development ("DFID"), will make available to Article 19 a sum not exceeding, £1,628,061 (one million, six hundred and twenty eight thousand and sixty one pounds sterling), (referred to as "the Contribution") in support of the achievement of the strategic objectives as set out in the attached Logframe.

2. The Arrangement will commence on the date that we receive your signed copy of this MOU and will end on 31 March 2014.

3. The Contribution will be administered by Article 19 and will be subject to the following provisions:

(a) The Contribution will be used by Article 19 as unrestricted funding in support of its own objectives and reporting against those in the attached Logframe. Article 19 will make every effort to ensure timely and full implementation of these objectives.

(b) The Contribution is stated in pounds sterling in accordance with the payment schedule in paragraph 4.

4. The Contribution will be allocated within the DFID's financial years (1 April to 31 March) as follows (the allocations for 2012/13 and 2013/14 are provisional and subject to change following the independent mid-term evaluation).

2011/12 [£542,687]

2012/13 [£542,687]

2013/14 [£542,687]

a. Payment of the Contribution will be made at quarterly intervals during the life of the Arrangement. No more than one quarterly payment will be made within each quarter. For each year your first expenditure claim must be submitted in the first 2 weeks of April, the second in the first two weeks of July, the third in the first two weeks of October and the final payment in the first two weeks of January.

b. To request each quarterly payment, Article 19 will submit an electronic copy of the form detailed at Annex 1 to [csdclaims@dfid.gov.uk](mailto:csdclaims@dfid.gov.uk). The Civil Society Department of the DFID will review this claim and reply, approving the claim and providing Article 19 with a Purchase Order Number. Article 19 must then send a **signed** hardcopy of the approved claim (including the Purchase Order No.) to:

Accounts Payable Section

DFID

Abercrombie House

Eaglesham Road

East Kilbride

G75 8EA

c. Payments will be made into Article 19 bank account held at:

Bank: Barclays Bank PLC

Bank Address: 1 Churchill Place, 27<sup>th</sup> Floor, London, E14 5HP

Account name: Article 19

Account number: 90129593

Sort Code: 20 36 47

5. The officers responsible for co-ordination of all matters relating to this Arrangement are:

DFID: Lorraine Healy, Relationship Manager, Civil Society Department,  
Tel: 01355 843637, L-Healy@dfid.gov.uk

Article 19: Francesca Silvani, Senior Director for Regional Office Development,  
Tel: 0207 324 2500, Francesca@article19.org

6. Any interest accrued from the investment of the Contribution will be used solely to fund activities related to this arrangement.

7. Article 19 will administer and account for the Contribution in accordance with its financial regulations and other applicable rules and procedures and practices.

8. Article 19 will supply the DFID with a copy of their annual audited accounts certified by an independent firm of professional auditors. These will include a management assertion of the existence and satisfactory performance of procedures and controls to mitigate the major risks to which Article 19 is exposed in administering its funds, including the Contribution. The Contribution should be shown as a separate receipt item within the accounts. The audited accounts must be sent to the DFID within 4 months of the end of Article 19 financial year, which ends on 31 December. Failure to submit annual audited accounts on time (without prior agreement) may lead to funding being withheld.

9. Article 19 will report annually to the DFID, supplying evidence of good corporate governance as specified in the Annual Report and including assurance that employment policies/practices comply with UK equalities legislation on disability, gender and child protection, and that Article 19 pays due regard to environmental impact.

10. Article 19 will demonstrate progress towards the strategic objectives, as set out in the agreed Logframe through an annual report in a format to be provided by the DFID. Article 19 is required to report progress against each indicator using verifiable evidence. This report must be with the DFID by no later than 30 June each year.

11. Article 19 will be required to undertake independent mid-term evaluation of the PPA by the end of October 2012 and a final evaluation in 2013 following guidelines and standards to be set by the DFID. The cost of the evaluations required will be met from the Contribution.

12. Article 19 will not be eligible to apply for funding from the DFID's Global Poverty Action Fund (GPAF Innovation and Impact windows) or Civil Society Challenge Fund (CSCF), whilst in receipt of this PPA.

13. Article 19 may continue to apply for funding from the DFID bilateral projects or programmes. This is considered as additional to the Contribution payable under this Arrangement, and should be governed by a separate arrangement with the individual DFID office or Division. Where the DFID is supporting a Article 19 project or programme through other channels outside of this PPA, the possibility of double funding arises. In these circumstances, project or programme funding will be restricted to meeting additional specific project or programme costs incurred by Article 19, and not costs already covered by this contribution.

14. If any changes occur which, in the opinion of the DFID, impair significantly the developmental value of the Arrangement, the DFID and Article 19 will consult on measures to resolve the problem and possible courses of action. In the event of such changes the DFID may modify or terminate its financial contribution to the Arrangement giving 3 months notice in writing. All remaining funds other than those irrevocably committed in good faith before the date of termination and those decided between the two participants as being required to finalise activities will be returned to the DFID bank account. The form at Annex 2 should be sent to the DFID.

15. The DFID will not be responsible for the activities of any person or third party engaged by Article 19 as a result of this Memorandum, nor will the DFID be liable for any costs incurred by Article 19 in terminating the engagement of any such person.

16. If at any stage Article 19 should become aware of, or suspect, any misappropriation or diversion of funds or possible fraud or corruption relating to the project/programme activities funded by the DFID grant, Article 19 must report the matter immediately to the DFID.

17. Article 19 and the DFID are committed to taking appropriate steps to ensure that funds provided by the United Kingdom Government are not used to provide assistance to, or otherwise support, terrorists or terrorist organisations. No such funds, other financial assets and economic resources will be made available, directly or indirectly, to, or for the benefit of, a natural or legal person, group or entity associated with terrorism consistent with relevant United Nations resolutions, European Union measures and other international standards, such as those of the Financial Action Task Force, relating to counter terrorism in particular the financing of terrorism.

18. Article 19 will explicitly acknowledge the DFID's support through use of the DFID's UKaid logo in all communications with the public or third parties about this arrangement, unless otherwise agreed (in advance).

19. Article 19 will work towards applying transparency standards in line with the UKaid Transparency Guarantee to the funds received from DFID. From financial year 2012/13, Article 19 will publish information about DFID funded projects in line with relevant categories of the International Aid Transparency Initiative (IATI) standards.

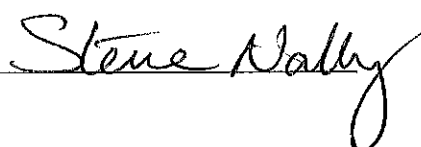
20. As a condition of this Arrangement, Article 19 will have a formal Conflict of Interest Policy in place by 30 June 2011 and ensure that a 'Declaration of Interest' form is signed by trustees annually.

21. If the arrangements set out above and in the attached PPA documentation are acceptable to Article 19, this MOU will place on record the understanding of our two organisations and will come into operation on the date we receive your signed copy of this MOU.

22. Please sign both copies of the original, retain one for your own records and return the other to the DFID.

Signed on behalf of the DFID:

Name: Steve Nally

Signature: 

Position: PPA Manager

Date: 8 April 2011

Signed on behalf of Article 19:

Name: Dr. Agnès CALLAMARD

Signature: 

Position: Executive Director, ARTICLE 19

Address: 60 Farringdon Road, London EC1R

Date: 13.04.2011