

Directorate for External Affairs
International Division

T: [REDACTED]
E: [REDACTED]



[REDACTED]
Oxfam
Abbey House - 4th Floor
10 Bothwell Street
Glasgow
G2 6LU

[REDACTED]
Our ref: TRZ2
24 September 2014

Dear [REDACTED]

SUB SAHARAN AFRICA DEVELOPMENT PROGRAMME – Food Security for Tanzanian Farmers Extension Programme

The Scottish Ministers in exercise of their powers under Section 97 of the Charities and Trustee Investment (Scotland) Act 2005 hereby give an indicative offer of a grant of up to **£300,000 STERLING** (subject to decisions reached by Scottish Ministers in the Annual Budget Act) payable in the Financial Year in **2015-16** to Oxfam ("the Grantee"), a charity with registered number **SC039042** whose registered office is at Abbey House, Bothwell St, Glasgow for the purpose of delivering the "**Food Security for Tanzanian Farmers Extension Programme.**"

The outcomes of this will be captured in a mid and end of year report to the Scottish Government to be delivered within the reporting schedule set out in Schedule 1.

The award of this grant to the Food Security for Tanzanian Farmers project is to enable Tanzanian small-holder farmers become resilient, overcome poverty and respond to the challenges of climate change.

Specifically the objectives of this grant are:

- To train 1000 rice farmers and 1000 vegetable farmers on Good Agricultural Practices to enable them to increase food production.
- To provide Improved access to, and use of, underground water resources for farmers through the construction of boreholes and the creation of water user committees.



- To establish multi-stakeholders commodity fora in 5 farmer's associations across 7 districts to address obstacles and constraints in value chains and argue for greater land rights.
- To provide improved value addition and packaging for rice to increase farmers profit margins by 15%.
- To establish 13 Credit Savings groups at Market Associations to improve access to financial services.
- To facilitate the scaling up of 10 traditional warehouses for storing rice
- To train 1000 farmers in accessing land rights.

The grant is also subject to the following terms:

1. Definitions and Interpretation

1.1 In these Conditions, the words and expressions set out in **Schedule 4** shall have the meanings ascribed to them in that Schedule.

1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, sub-paragraph or schedule of these Conditions.

2. Purposes of the Grant

2.1 The Grant is made to enable the Grantee to carry out the Project.

2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

2.3 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

2.4 The main objective of the Grant is that described and detailed in the original proposal attached at **Schedule 5**.

2.5 The key outputs and outcomes against which progress in achieving the objective shall be monitored are also those described and detailed in the original proposal **attached at Schedule 5**.

2.6 The eligible costs for which the Grant can be claimed are those activities also described in the original proposal attached at **Schedule 5**.

2.7 The eligible costs exclude reclaimable Value Added Tax.

3. Payment of Grant

3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **Schedule 1** attached. Outlined in **Schedule 2** are details of an Application for Payment of Grant form. No grant can be paid until the Grant Acceptance and Grant Claim Forms are received.

3.2 The Grantee shall within 6 months of receiving the final instalment of the Grant submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **Schedule 3**. This should be completed annually and sent by 30 April. The statement shall be signed by the Grantee's Director of Finance.

3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project, the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers.

3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in Schedule 1, unless otherwise agreed in writing by the Scottish Ministers.

4. Inspection and Information

4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of Interim, Full Financial and Final Reporting forms. Details shall include actual expenditure to date compared with profiled expenditure and any change to estimate expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives / outcomes.

4.2 Revisions to targets / milestones against which progress in achieving objectives / outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.

4.3 The Grantee shall, on completion of the Project, and within six months of receiving the final instalment of the Grant, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.

4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the

Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.

4.5 The Grantee shall keep and maintain for a period of 5 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably specify from time to time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

5. Confidentiality and Data Protection

5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

5.3 The Grantee shall ensure that all requirements of the Data Protection Act 1998 are fulfilled in relation to the Project.

5.4 To comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Grantee should note that where a payment is made in excess of £25,000 there will be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in the

both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period the Scottish Ministers shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by the Scottish Ministers shall not be required where the value of the asset is less than £1,000.

7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

8. Intellectual Property Rights

8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.

8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

9. Default and Recovery etc. of Grant

9.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:

9.1.1 The Grantee commits a Default;

9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or

9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.

9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their obligations under EU law, Scottish Ministers may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time by the Commission of the European Union.

9.3 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee.

9.4 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.5 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10. Assignment

The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Scottish Ministers.

11. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

12. Corrupt Gifts and Payments of Commission

The Grantee shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Grantee shall ensure that adequate controls are in place to prevent bribery.

13. Continuation of Conditions

These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

14. Compliance with the Law

The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.


15. Governance

The Grantee shall ensure that adequate internal control and risk management systems are in place and that all resources are used economically, effectively and efficiently.

16. Procurement

The Grantee shall, when purchasing supplies relating to the Project, wherever possible advertise its requirements with a view to seeking tenders so as to secure best value for money in its purchasing activities. In the case of food, the Grantee shall ensure that all food purchased in relation to the Project is of suitable quality.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to Chris Reilly who will be your Scottish Government Project Manager for this grant:


Scottish Government
International Development Team
3C - North
Victoria Quay
EH6 6QQ

You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely







TRZ2 - Food Security for Tanzanian Farmers Extension Programme

GRANT ACCEPTANCE

On behalf of Oxfam I accept the foregoing offer of Grant by the Scottish Ministers dated September 2014 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that I hold the relevant signing authority.

Signed:
[Director/Company Secretary/Authorised Signatory]

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:
[Witness]

Witness Name:

Address:

Date:

Place of Signing:



SCHEDULE 1

TRZ2 - Food Security for Tanzanian Farmers Extension Programme - PAYMENT OF GRANT

1. The total indicative Grant of £300,000 STERLING in 2015-16 shall be payable by the Scottish Ministers to the Grantee on a bi-annual basis and only upon receipt of a completed claim for Grant in the "Application for payment of grant form" set out in **Schedule 2**, together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the 2015-16 financial year as set out below:

	2015-16	
	Amount	Claim date no later than
Payment 1	£150,000	31 May 2015
Payment 2	£150,000	30 October 2015
TOTAL	£300,000	

The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers. This schedule is also currently under review and may be subject to change.

3. The Grantee shall provide a profile of grant expenditure for the following financial year, using agreed budget headings, in the full financial report. Any change to the profile or to the overall costs of the Project shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.

4. Each claim shall be for an amount equal to the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.

5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.

6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within one month of receiving a claim and any required documentation and information relevant to the claim.

7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 7 April the amount of the Grant actually expended up to and including 31 March.

A handwritten signature or set of initials, possibly 'WJ', located in the bottom right corner of the page.

SCHEDULE 2

TRZ2 - Food Security for Tanzanian Farmers Extension Programme - PAYMENT OF GRANT

APPLICATION FOR PAYMENT OF GRANT

You must complete this to claim instalments of your grant.

To: [REDACTED]
 International Development Team
 3C - North
 Victoria Quay
 Edinburgh
 EH6 6QQ

<p>A: Name and address of organisation:</p>	<p>B: Name of contact within organisation including position and telephone number:</p>
<p>C: Bank Details (Name and address)</p> <p>Sort Code:</p> <p>Account Number:</p>	<p>D: Total amount of Scottish Government grant offered in 2015-16:</p> <p>.....</p> <p>Total received to date:</p> <p>.....</p> <p>Amount of grant spent to date:</p> <p>.....</p> <p>Forecast of total grant required by 31 March 2016:</p> <p>.....</p> <p>Amount of grant requested:</p> <p>.....</p>

Signed

Name in Capitals Date



SCHEDULE 3

TRZ2 - Food Security for Tanzanian Farmers Extension Programme - PAYMENT OF GRANT

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

This is to confirm that the grant claimed by Oxfam in relation to the above Project during the financial year ended 31 March 2016 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Oxfam.

Signed:

Name in block capitals:

Position:

Date:

A handwritten signature in black ink, consisting of a stylized, cursive script.

TRZ2 - Food Security for Tanzanian Farmers Extension Programme - PAYMENT OF GRANT

DEFINITIONS

"Agreement" means the agreement constituted by the Scottish Ministers' invitation to apply for a grant, the Grantee's Application, these Conditions and the Grantee's acceptance of these Conditions;

"Conditions" means these grant conditions;

"Default" means:

(a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);

(b) Any failure to perform or the negligent performance of any obligation under this Agreement;

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

"Financial Year" means a period from 1 April in one year until 31 March in the next;

"Grant" means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

"Grantee" means the organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more organisations or bodies are the Grantee, references to the "Grantee" are to those organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

"Intellectual Property Rights" means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

"Project" means the purpose for which the Grant has been awarded as described in the Offer of Grant;

"Payment" means each of the payments specified in Schedule 1 hereto.

CHECKLIST


Your Application consisting of:

- Part 1 - the Application Form (this document)
- Part 2 - the Logical Framework In Excel Spreadsheet in format provided with both 'tabs' completed
- Part 3 - the Budget in the Excel Spreadsheet format provided - with all tabs and summary sheet completed

Please ensure that you have considered the following:

- Have you provided your budget based on Scottish Government financial years (i.e. 1 April - 31 March)?
- Have you checked that your budget is complete, correctly adds up and correlates with your project description and the logical framework? Have you included the correct final totals at Q?
- Has your application been approved by a suitably authorised individual? (Clear electronic or scanned signatures are acceptable in the e-mail, but a 'wet' signature should be provided in the hard copy version).

Please ensure the following **essential documents** are attached to your application. Your application will be ineligible without these.



Declaration

I apply on behalf of the organisation (insert name) Oxfam Scotland for a grant as proposed in this application in respect of expenditure to be incurred over the proposed funding period on the activities described within the application form and supporting documentation.

I certify that, to the best of my knowledge and belief, the statements made by me in this application are true and the information provided is correct.

This form should be signed by an individual authorised by the applicant organisation to submit applications and sign contracts on their behalf.

Signature

[Redacted Signature]

Print Name

[Redacted Print Name]

Position

[Redacted Position]

Date

14 July 2014

Once you have completed the form, please submit the application by e-mail to:

[Redacted Email Address] by no later than **noon on Monday 14 July** using the project title as the subject of your email.

If you are e-mailing supporting documentation separately please include in the subject line an indication of the number of e-mails you are sending (e.g. whether the e-mail is 1 of 2, 2 of 3 etc).

In addition, a **signed hard copy of the application** and any supporting documents not available electronically must be submitted to Scottish Government to arrive no later than **14 July**. This must include all three parts of the application and supporting documents or the application will be disqualified.

Please note, when sending hard copy applications and supporting documents please ensure the name of your organisation is highlighted on the envelope for ease of identification. Please send to:

[Redacted]
Scottish Government
International Development Team
Victoria Quay - Area 3C-North
Edinburgh
EH6 6QQ

If you are unable to return the form electronically, please contact the **Scottish Government International Development Team** or [Redacted] in advance of the deadline.

These deadlines are all absolute and all documentation required must be submitted on time.

