



THE VODAFONE FOUNDATION

AND

ACHIMOTA WOMEN ASSOCIATION

GRANT AGREEMENT

THIS AGREEMENT is made on the 9th day of March 2015

Between

The Vodafone Ghana Foundation, a Charity registered as a Trust in Ghana whose registered office is at Telecoms House, Nsawam Road, Accra, and P.M.B 221, Accra North (hereinafter referred to as “**The Foundation**”

And

ACHIMOTA WOMEN ASSOCIATION whose registered office is at 2nd Floor Okai We, Second Market Street, Achimota Market, Accra, Ghana (hereinafter referred to as “**the Organisation**” which expression shall where the context admits include its successors, assigns and agents).

Each a "Party" together the "Parties".

WHEREAS the Foundation is willing to make a financial grant to the Organization on and subject to the terms of this Grant agreement and the organization is desirous to receive the said grant from the Foundation.

NOW THEREFORE the Parties agree as follows:

1. In consideration of the covenants and undertakings of the Organization in this Grant Agreement, the Foundation hereby agrees to make a financial grant to the Organisation on and subject to the terms of this Grant Agreement.
2. The Terms and Conditions contained in Schedule 1 to this Grant Agreement shall apply to this Grant Agreement as if expressly set out herein.
3. Terms of the Grant:

(a)	Amount and currency of the Grant	An amount of GHC 45, 294 payable in Ghana Cedis.
(b)	Date and payment of Grant	The Grant shall be paid in full on or immediately after this Grant Agreement is signed.
(c)	Account of payment: Account name: Account Number: Bank Name: Address:	Account Name: Achimota Women Association Account Number: 0011010129281 Bank: SG-SSB Ltd Ghana Signatories: Janet Opoku

	Sort Code:	090101
(d)	Purpose, including short description of the Project	The aim of this initiative is a project-based digital storytelling approach for improving student's learning motivation, Problem-Solving Competence and Learning achievement. The impetus for a successful project is the basic 'Digital Storytelling Workshop' designed as a pilot. It involves 10 participants coming together in a 4-5 day workshop to learn the skills to put together a short film of around two minutes with around twenty pictures accompanying a 250 word script. This project-based learning (PBL) solution will help students deepen their knowledge about relevant topics as they build video projects and cultivate critical 21st century skills.

IN WITNESS whereof the Parties hereto or their duly authorised representatives have set their hands the day and year first above written.

Signed by (name)

.....
For and on behalf of

THE VODAFONE GHANA FOUNDATION

Date:

Signed by (name)

.....
For and on behalf of

ACHIMOTA WOMEN ASSOCIATION

Date:

Signed by (name)

Annex 1

Terms and Conditions of Grant

1. Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires:

“Business Day”	means any day of the week including public holidays in Ghana
“Funding Period”	means the period agreed between the parties for the payment of the grant and in accordance with Condition 3.1;
“Grant”	means the grant payable by the Foundation as referred to in the Grant Agreement;
“Grant Agreement”	means the agreement to which these Terms and Conditions are annexed;
“Project”	means any activity performed in connection with or in pursuance of the objects of the Organisation which is charitable under the laws of Ghana;
“Project Period”	means the period agreed between the Parties for the Project to be undertaken;
“Purpose”	means these terms and conditions of grant

1.2 The headings in these Terms and Conditions are for convenience only and shall not affect the construction of the Grant Agreement.

2. The Grant

2.1 The Grant must be used exclusively for the purpose, only by the Organisation and only in accordance with the Grant Agreement. No part of the Grant shall be used to make any payment for the benefit of any of the Organisation's trustees, their family members or members of the Organisations' governing body or any person connected with any of them or to fund any friends or family.

- 2.2 The Grant shall be inclusive of any and all taxes or other charges which are or may be applicable to or levied thereon, including VAT and any similar or analogous taxes.
- 2.3 The Grant will not be increased if there is an overspend on the Purpose.
- 2.4 If the Organisation spends less than the entire Grant on the purpose, the unspent amounts(if paid to the Organisation) shall, if so requested by the Foundation, be repaid to the Foundation within a reasonable period following the end of the Funding or Project Period and/or (if not paid to the Organisation) will automatically lapse.
- 2.5 Unless otherwise agreed by the Foundation, the Organisation must ensure that its application for payment of the Grant is submitted to the Foundation (together with a progress report on the Project), a schedule of proposed expenses to be incurred during the Project period, and any other supporting or ancillary documentation as the Foundation may reasonably request) not less than 14 days prior to the date upon which the Organisation wishes to receive the Grant or any other day as agreed by the Foundation.
- 2.6 Where payment is by instalment, payment of each instalment will be dependent on the Foundation receiving and approving a progress report satisfactory at the absolute discretion of the Foundation on the Purpose to date, providing such information as and in the format that the Foundation may reasonably require.
- 2.7 Where payment is by instalment, unless otherwise agreed by the Foundation, the Organisation must ensure that its application for payment of an instalment of the Grant is submitted to the Foundation (together with a progress report on the Project, a schedule of proposed expenses to be incurred between drawdown of the requested instalment and the due date of the following instalment , and any other supporting or ancillary documentation as the Foundation may reasonably request) not less than 14 days prior to the date upon which the Organisation wishes to receive the Grant instalment or any other date as agreed by the Foundation. No application for Grant funds shall be deemed valid if payment of the amount requested therein, when aggregated with all instalments of the Grant already received by the Organisation, would cause the maximum amount of the Grant to be exceeded.

3. Project

- 3.1 If it becomes apparent that the Project will not commence at the beginning of the Funding Period, the Organisation must send the Foundation a written report of the reasons for the delay as soon as practicable (and in any event not later than one month after the commencement of the Funding Period as stated in this Grant Agreement) and, if reasonably ascertainable, the proposed revised date of commencement of the Project Period. The Foundation may, in its absolute discretion, agree with the Organisation to amend the commencement date of the Funding Period at any time following receipt of such written report.
- 3.2 The Project will be considered by the Foundation to be finished only after the final report referred to in Condition 7.7 has been properly completed to the Foundations' reasonable satisfaction and all annual accounts referable to the Funding Period have been received by the Foundation.

- 3.3 The Organisation may not agree any change to a Project which would cause the Project to cease to be charitable under the laws of Ghana. If, notwithstanding the foregoing, the Organisation does in fact agree such a change, the provisions of Condition 8.2 shall apply.

4. Financial Provisions

- 4.1 The Foundation shall in its sole discretion determine whether or not to make a one-off payment of the Grant or to pay in instalments depending on the duration, extent and dynamics of the Project.
- 4.2 The payment of the Grant or of each instalment of the Grant where applicable shall be conditional upon the Organisation providing (or having previously provided) to the Foundation:
- 4.2.1 a current copy of the constitutional document of the Organisation;
 - 4.2.2 a copy each of the certificate of incorporation, certificate to commence business, and company regulations
 - 4.2.3 a copy of the declaration of status of the Organisation from the relevant governmental authority, and confirming its registration number, if appropriate;
 - 4.2.4 a copy of a recent bank statement of the account referred to in Condition 4.5.2, certified as true copy of a statement [by the bank] and confirming that the account remains active at the date of such certification;
 - 4.2.5 a copy of the most recent report and accounts of the Organisation (where available); and
 - 4.2.6 a declaration signed by a member of its governing body or its secretary or equivalent stating that each of the above copy documents is correct, complete and in full force and effect as at the date of the Grant Agreement.
- 4.3 No Grant or instalment of the Grant shall be payable except to the extent (at the sole discretion of the Foundation) that:
- 4.3.1 The Foundation continues to operate as a charity and is entitled and authorised to make payments for such purpose;
 - 4.3.2 The Organisation has provided all of the documents and other evidence referred to in Condition 4.2 and up to date financial projections for the Project, in a form and substance satisfactory to the Foundation;
 - 4.3.3 The Organisation is not in breach of any of its obligations under the Grant Agreement; and
 - 4.3.4 The Warranties given pursuant to Condition 5.2 are true in all material respects as if repeated immediately prior to the making of each such payment.
- 4.4 The Grant or where applicable each instalment of the Grant shall be paid in the amount and at the time stated in the Grant Agreement or in such amount(s) and/or at such time(s) as the parties may agree from time to time.

4.5 Payment of the Grant or each instalment of the Grant will be made only:

4.5.1 by bank transfer; and

4.5.2 into a bank account in the name of the Organisation which requires at least two authorised signatories for every withdrawal, and details of such account (to the extent that the account is, for whatever reason, no longer the one identified in clause 3(c) of the Grant Agreement) shall be given to the Foundation in writing not less than 7 days before any such payment is due to be made or on a date as agreed by the Foundation.

4.6 the Organisation shall acknowledge receipt of payments by submitting receipts of payment to the Foundation immediately upon receiving such payments from the Foundation . The Organisation shall also show records of all payments it shall make to third parties as part of the funded Project;

4.7 Payment of the Grant may be suspended if the Foundation reasonably considers it necessary to investigate any matters relating to the Grant (or any other grants made by the Foundation to the Organisation)

4.8 If, in the reasonable opinion of the Foundation, it is necessary or desirable to do so, the Foundation may ask for additional information and/or documentation and may postpone the payment of the Grant in whole or in part pending receipt of the requested material.

5. Warranties

5.1 The Organisation warrants to the Foundation on the date of the Grant Agreement that:

5.1.1 It is duly incorporated or established and validly existing under the laws of Ghana as an Organisation established for public purposes which does not distribute its profits;

5.1.2 It has the power to own its assets and carry on its activities as they are being conducted;

5.1.3 It has the power to enter into and perform the Grant Agreement and the transactions contemplated therein, and the obligations expressed to be assured by it in the Grant Agreement are legal, valid, binding and enforceable upon it;

5.1.4 The entry into and performance by it of, and the transactions contemplated by the Grant Agreement do not and will not conflict with any law or regulation applicable to it, its constitutional documents or any agreements or instrument binding upon it or any of its assets;

5.1.5 All authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Grant Agreement have been obtained and are in full force and effect;

5.1.6 All factual information provided on its behalf in relation to the Project was, when given, and is true and accurate in all material respects, and there are

no material facts which could make such information untrue, inaccurate or misleading in any way.

- 5.2 Each of the warranties set out in Condition 5.1 shall be deemed repeated immediately prior to the payment of each instalment of the Grant where applicable, by reference to the facts and circumstances then existing at the date of such payment.

6. Obligations of the Organisation

- 6.1 The Organisation must promptly notify the Foundation of any proposed intention to carry out any of the following by giving to the Foundation not less than 14 days prior written notice:

- 6.1.1 To change its constitution as regards: its charitable status, its purposes, its entitlement to make payments to its members and/or members of its governing body, provisions for distribution of its assets (whether on a dissolution or not) or the admission of members (where it has a membership); or
- 6.1.2 To sell, transfer or otherwise dispose of all or substantially all of its assets or the conduct of its activities or make any substantial change to the general nature of its activities; or
- 6.1.3 To merge and amalgamate with any other body, including a company or other entity established by the Organisation.

- 6.2 The Organisation shall at all times:

- 6.2.1 obtain, comply with and maintain in full force and effect all authorisations required under any law or regulation of its jurisdiction of establishment, and under its constitution, to ensure the legality and enforceability of its obligations under the Grant Agreement; and
- 6.2.2 comply with all relevant statutes and laws, and with all relevant rules and requirements of any governmental or regulatory body, to which it is subject in relation to its constitution, its activities or otherwise.

- 6.3 The Organisation must promptly notify the Foundation of any legal claims made against it (including any claims made against members of its governing body or staff in connection with the Organisation), or any other event or circumstance, which may adversely affect its ability to perform its obligations under, and/or its entitlement to take the benefit of its rights under, the Grant Agreement, arising whether before or during the period of the Grant Agreement.

- 6.4 The Organisation shall indemnify the Foundation against any liability, losses, expenses, damages, penalties or demands arising from any claim or action of whatsoever nature brought by any third party regarding any acts or omissions in relation to the Project or otherwise.

7. Monitoring and Reporting

- 7.1 The Organisation must keep proper and up to date accounts and records, including invoices and receipts, which show how the grant has been used and shall demonstrate to the Foundation its accounting procedures and how effective they are.
- 7.2 The Grant and related expenditure must be shown as a restricted fund in the Organisations annual accounts. Where the Organisation has more than one restricted fund, there must be a note to the accounts identifying each restricted fund separately. Where the Organisation has more than one grant from the Foundation (including the grant), each such grant must be recorded separately in the notes to the accounts. Unspent funds and/or assets in respect of the grant must be identified separately in the organisations accounting records. The accounts must be signed by a member of the Organisations governing body or, if permitted by its constitution, a member of its management committee.
- 7.3 The Organisation shall submit periodic financial reports on the funded Project on request by the Foundation.
- 7.4 The Organisation shall provide the Foundation with a copy of its signed and audited annual accounts within 10 months (or such lesser period as the Foundation may reasonably require) after the end of each financial year which is concurrent, in whole or in part, with the Funding Period. The Organisation shall meet all relevant statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 7.5 The Organisation must take steps to monitor the success (or otherwise) of the Project and shall complete and provide to the Foundation regular progress reports on the Project as reasonably requested by the Foundation
- 7.6 The Organisation must provide to the Foundation any further information reasonably requested by the Foundation in connection with the Project or about the Organisation or its activities. This information may be used by the Foundation to monitor and evaluate the Purpose, the Project and the Foundation's grant programme.
- 7.7 The Organisation shall complete a final report on the Purpose of the Project in such detail and format as may reasonably be required by the Foundation and shall deliver the same to the Foundation within 30 days following the end of the Funding Period, or such longer period as the Foundation may (at its sole discretion) agree.
- 7.8 The Organisation shall permit access during working hours upon reasonable notice to its accounts and records, relating wholly or in part to the Grant and/or the Project, and to any of its offices or buildings where such information may be held, to the Foundation and its duly authorised agents and employees, for the purpose of verifying the information provided to the Foundation and to take copies of all such information.

8. Withholding and Repayment

- 8.1 The Foundation may withhold and/ or demand repayment of all or any part of the Grant, at its absolute discretion, in the following circumstances:

- 8.1.1 If there is any breach of the Grant Agreement by the Organisation (including, but not limited to, a breach of warranty) which, in the case of a breach capable of remedy, is not remedied within 14 days of being required to do so;
 - 8.1.2 If any materially or misleading or inaccurate information, representation or statement is given by the Organisation to the Foundation during the term of the Grant Agreement;
 - 8.1.3 If the Organisation ceases to operate, is dissolved or becomes insolvent, or it is put into administration or receivership or liquidation, or an arrangement is made with its creditors, or any event occurs which is equivalent in the jurisdiction in which the Organisation is established;
 - 8.1.4 If the Project is not started within 6 months of the date of the Grant Agreement;
 - 8.1.5 If any trustees or members of the governing body, volunteers or staff of the Organisation have, at any time in relation to the Project and to its detriment, acted dishonestly or negligently, whether directly or indirectly;
 - 8.1.6 If any of the events or circumstances referred to in Condition 6.1 occurs, whether or not notified to the Foundation in accordance with Condition 6.1;
 - 8.1.7 If at any time during the term of the Grant Agreement the Organisation fails to disclose to the Foundation information which would be material to the Foundation's decision to continue to pay or withdraw the whole or part of the Grant; and/or
 - 8.1.8 If the Organisation is found not to be taking positive steps to ensure equal opportunities in its own employment practices and delivery of and access to services.
- 8.2 Each Party will promptly notify the other Party in writing of the occurrence of any event which does or may give rise to the Organisation becoming ineligible at law to hold the Grant (including but not limited to, the objectives of the Organisation and/or the purpose of the Project being found not to be, or ceasing to be, charitable in accordance with the laws of Ghana) and the Foundation shall be entitled to suspend forthwith all unpaid instalments (if any) of the Grant. If such matter cannot be resolved to the Foundation's reasonable satisfaction within a reasonable period thereafter, the Foundation shall have no further obligation to make any payment of the Grant and the Organisation shall, if requested to do so by the Foundation, promptly repay a pro rata portion of any instalments made after the occurrence of such event which gives rise to such ineligibility.

9. Duration of Grant Agreement and Termination

- 9.1 This Grant Agreement will, subject to any rights of early termination provided in these Terms and Conditions, remain in force as follows:
 - 9.1.1 For so long as any part of the Grant remains unspent (and, if applicable, has not been returned to the Foundation in accordance with Condition 2.4); and
 - 9.1.2 For the duration of the Funding Period.

Whichever shall be longest.

9.2 Notwithstanding the provisions of Condition 9.1, the Foundation shall be entitled to terminate the Grant Agreement forthwith at any time on notice to the Organisation;

9.2.1 If the Foundation withholds and/or demands repayment of all or any part of the Grant pursuant to Condition 8; or

9.2.2 If the Foundation is found not to be, or ceases to be, authorised to make the Grant to the Organisation; or

9.2.3 If no payment of the Grant has been made within 12 months after the date of the Grant Agreement; or

9.2.4 If the Organisation ceases to carry on the Project as planned;

9.2.5 As provided elsewhere in these Terms and Conditions.

9.3 Termination of the Grant Agreement for whatever reason shall be without prejudice to the accrued rights of the Parties as at the date of such termination and shall not bring to an end any provision of the Grant Agreement which expressly or impliedly comes into force or continues in force on such termination.

10. Public Relations and Confidentiality

10.1 The Organisation must acknowledge the support of the Foundation and the Grant in its annual report and accounts in relation to any period referable to the payment and/ or use of the Grant, in such manner as may be approved by the Foundation.

10.2 The Organisation must find other complimentary avenues to promote the Foundation's funding of the Project.

10.3 To the extent reasonably requested by the Foundation, the Organisation shall acknowledge the support of the Foundation in any materials which refer to the Project and in written or spoken presentations about the Project and shall include in such materials and presentations, where appropriate or where requested by the Foundation, the logo of the Foundation subject to Condition 10.4

10.4 Any use of the name, logo or other intellectual property of or licensed to the Foundation shall be in such manner and on such terms as the Foundation may notify to the Organisation and the Organisation shall, if so requested by the Foundation, enter into a licence agreement with the Foundation in relation to such use. No other use thereof by or on behalf of the Organisation shall be permitted.

10.5 The Foundation may use the name of the Organisation and refer to the Project in its annual reports and accounts (and permit Vodafone Group Plc. to use the same in its annual reports and accounts) and in any reports it makes to Vodafone Group Plc. or any of its subsidiaries in relation to its activities, and in the Foundation's publicity material.

11. Anti-Corruption Undertaking by the Organisation

- 11.1 The Organisation hereby covenants and undertakes to the Foundation that it shall (and shall implement adequate processes and procedures to ensure that its suppliers and sub-contractors shall) in relation to this agreement:
- 11.1.1 Not engage in any actions that are or could be seen to be, bribery and/or corruption of public officials as described in the Criminal Code of Ghana, 1960 (Act 29), the 1992 Constitution of the Republic of Ghana and the Commission on Human Rights and Administrative Justice Act, 1993 (Act 456)
- 11.1.2 Comply with all applicable Ghanaian laws and regulations prohibiting bribery and/or corruption and in doing so will provide nothing of value to any government official.
- 11.2 The Organisation hereby covenants and undertakes to the Foundation that it will not offer to give or agree to give any person 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 this agreement or for showing or forbearing to show any favour or disfavour to any person in relation to the agreement.
- 11.2 The Organisation shall indemnify the Foundation and its respective directors, officers, employees, agents, affiliates, and subsidiaries may incur as a result of the Organisation's breach of obligations in this Clause 11.

12. Notices

Any notices required to be given by the Parties under this agreement shall be effective only when in writing and shall be deemed to have been properly given if delivered personally by hand or sent by pre-paid registered mail delivered by hand or registered mail to either Party's address as follows:

For the Foundation:

The Secretary
The Vodafone Ghana Foundation
Ghana Telecommunications Company Limited (Vodafone)
Manet Tower A
South Liberation Link, Airport City
PMB 221; Accra North
Attention: Rhodaine Quaye

Email: Rhodaine.Quaye@Vodafone.com

For the Organisation:

Achimota Women Association Limited
Office is at HNO. BI/26 New Achimota, Accra-Ghana
P.O. Box 8505 Accra-North

Attention: Rupert Tufuo Afrifa

Email: rt.afrika@gmail.com
Mobile: 0243650688

13. Counterpart Clause

This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original and all the counterparts together shall constitute one and the same instrument. Delivery of a faxed or electronically scanned version of the signature is deemed to be the same as delivery of an original signature.

14. Governing Law and Dispute Resolution

- 14.1 This agreement shall be governed by and construed in accordance with the laws of Ghana. Any dispute arising from or in connection with this agreement shall be settled amicably.
- 14.2 In the event that the Parties fail to settle as provided for in clause 14.1 above, a Party may opt for arbitration. Provided however, that the exercise of a party's option for arbitration shall be with the written consent of the other party. The arbitration shall be done in accordance with the Alternative Dispute Resolution Act 2010 (Act 798) or any statutory modification or re-enactment thereof for the time being in force.
- 14.3 The place of arbitration shall be Accra, Ghana
- 14.4 The language of the Arbitration shall be English.
- 14.5 Where either party wishes to commence court proceedings, each party irrevocably submits to the exclusive jurisdiction of the commercial courts of Ghana over any claim or matter arising under or in connection with this agreement.

15. Intellectual Property Rights

- 15.1 The Specifications and all designs, software and information relating to the Goods and/or the Services provided to The Organisation. for the purposes of this Agreement together with the copyright and other Intellectual Property Rights in the Specifications and such designs, software and information shall vest in the Vodafone Foundation upon creation and shall be the exclusive property of the Vodafone Foundation and may be used by The Organisation. only for the purposes of this Agreement.
- 15.2 All results of any Services and Deliverables produced by the Organisation its subcontractors and agents for The Vodafone Foundation in the course of the Services together with the copyright and other Intellectual Property Rights in such results and deliverables shall vest in The Vodafone Foundation upon creation and shall be the exclusive property of The Vodafone Foundation and may be used only for the purposes of this Agreement.
- 15.3 At the request of Vodafone, the Organisation shall return to The Vodafone Foundation all documents in which Vodafone has the Intellectual Property Rights

whether under this Clause 15 (Intellectual Property Rights) or otherwise and which are in the Supplier's possession or control.

- 15.4 Nothing in this Agreement shall be deemed or construed as an assignment by The Vodafone Foundation to the Organisation. of any Intellectual Property Rights which are the property of Vodafone whether under this Clause 15 (Intellectual Property Rights) or otherwise.
- 15.5 The Organisation. agrees to do all such things and execute all such documents (at its expense) as the Vodafone Foundation may require to vest in or further assure to The Vodafone Foundation all Intellectual Property Rights which are the property of the Vodafone Foundation under this Clause 15 (Intellectual Property Rights) or otherwise.

16. Miscellaneous

- 16.1 The Grant Agreement comprises the entire agreement of the parties in relation to the subject matter thereof and no amendment thereof shall have any effect unless it is in writing and signed by or on behalf of the Foundation and the Organisation.
- 16.2 The Grant Agreement is personal to the Organisation which may not assign, transfer, subcontract or delegate the Grant Agreement in whole or in part or any of its rights or obligations thereunder without the prior written agreement of the Foundation.
- 16.3 Save as specifically provided herein, each of the parties will bear its own costs and expenses incurred in the negotiation, execution and performance of the Grant Agreement and any licence agreement.
- 16.4 All communications between the parties shall being English and if, for any reason, the Grant Agreement is required to be translated into any other language, the English language version shall prevail.
- 16.5 No provision of this Agreement shall be enforceable by any person who is not a party to it

SCHEDULE 1

Services and deliverables

1. Achimota Women Association, the supplier that both parties have agreed to use, shall supply the following:

- Nationwide Storytelling-Film Fest
- Google Apps for Education integration
- Provision of desktop and laptop computers.
- Provision of audio, image and video editing softwares
- Provision of two scanners, printers and digital cameras.
- Provision of portable powered speakers.
- Provision of capturing /authoring devices for workshops
- Provision of external hard drives and digital sticks.
- Provision of a Data projector and portable screen.
- Provision of all other equipment needed for the project as stated in the budget.

2. Achimota Women Association Obligations and responsibilities:

Achimota Women Association shall use reasonable business efforts to provide and maintain the following goods and services in a timely, efficient and effective manner:

- Ensure regular monitoring and reporting.
- Train and manage personnel.
- Nationwide training and knowledge sharing
- Walled Garden to ensure privacy.

SCHEDULE 2

Payment Schedule

As per clause 3(b) Terms of the Grant Agreement

Payments made to Achimota Women Association will be a one-time payment.

SCHEDULE 3

CORPORATE RESPONSIBILITY

VODAFONE CODE OF ETHICAL PURCHASING

As one of the world's largest mobile telecommunications network companies, Vodafone has a significant role to play in enriching people's lives.

We also understand that we have a significant role to play in managing our business carefully and responsibly, which is why we have adopted a set of core Values and Business Principles to govern our activities and interactions with all our stakeholders across the world, including our suppliers.

Our Business Principles declare a commitment "to promote the application of our Business Principles by our business partners and suppliers." The following Code of Ethical Purchasing is to be read in conjunction with our Business Principles, and is designed to promote safe and fair working conditions, and the responsible management of environmental and social issues in Vodafone's supply chain.

The Code has been developed in consultation with employees, suppliers, investors and Non-Governmental Organisations. It sets out the standards we wish to see achieved by Vodafone and our suppliers over time. The principle of continuous improvement applies to all aspects of the Code. In accordance with the implementation provisions of the Code, Vodafone will require first level suppliers to acknowledge their understanding and acceptance of our Code and to confirm that they will comply.

Vodafone will work collaboratively with our suppliers on the implementation of the Code, which may include joint audits and site visits to assess performance. Vodafone will publicly report on the implementation of and compliance with the Code. Vodafone will encourage all suppliers to implement our Code across their whole business and within their own supply chains.

IMPLEMENTATION OF THE CODE

Ownership

The Vodafone Director of Global Supply Chain Management is the owner of the Vodafone Code of Ethical Purchasing, and reports to the Integrations and Operations Committee on the implementation of the Code.

The Director of Global Supply Chain Management and the Heads of Supply Chain Management in each of the Operating Companies have operational responsibility for the implementation of the Code.

Communication

Vodafone will communicate and promote its Code of Ethical Purchasing internally and externally to relevant stakeholders.

Suppliers are encouraged to take all reasonable endeavours to promote the Code to their suppliers and subcontractors.

Training and Awareness

Vodafone and its suppliers will ensure that all relevant people are provided with appropriate training and guidelines to support the Code.

Application

Suppliers applying this code are expected to comply with all relevant laws, regulations and standards in all of the countries in which they operate. The Code is applied for the purposes of promoting safe and fair working conditions and the responsible management of environmental and social issues in Vodafone's supply chain.

Suppliers will be asked to confirm (in writing) that they are implementing the Code, or similar purchasing standard such as the Ethical Trading Initiative (ETI) Base Code, Social Accountability International's SA 8000, or the Chartered Institute of Purchasing and Supply Ethical Business Practices in Purchasing and Supply.

Vodafone will work collaboratively with its suppliers on the implementation of the Code, which may include joint audits and site visits to assess performance against the Code.

Suppliers will be asked to provide Vodafone with reasonable access to all relevant information and premises for the purposes of assessing performance against the Code, and use reasonable endeavours to ensure that sub-contractors do the same.

Corrective Action

Suppliers are expected to identify and correct any activities that fall below the standard of the Code.

Suppliers shall immediately report to Vodafone any serious breaches of the Code, together with an agreed schedule for corrective action.

Where serious breaches of the Code persist, Vodafone will consider termination of the business relationship with the supplier concerned.

Monitoring and Reporting

Vodafone's Corporate Responsibility and Purchasing teams will use a risk-based approach to monitor implementation of and adherence to the Code in our supply chain, and will report progress in the annual Vodafone Corporate Social Responsibility Report.

Vodafone and its suppliers will use reasonable endeavours to provide employees and other stakeholders with a confidential means to report any actual or potential breach of the Code.

CODE OF ETHICAL PURCHASING

1. Child Labour

No person is employed who is below the minimum legal age for employment. Children (persons under 18 years) are not employed for any hazardous work, or work that is inconsistent with the child's personal development.

Where a child is employed, the best interests of the child shall be the primary consideration.

Policies and programmes that assist any child found to be performing child labour are contributed to, supported, or developed.

2. Forced Labour

Forced, bonded or compulsory labour is not used and employees are free to leave their employment after reasonable notice. Employees are not required to lodge deposits of money or identity papers with their employer.

3. Health & Safety

A healthy and safe working environment is provided for employees, in accordance with international standards and national laws. This includes access to clean toilet facilities, drinkable water and, if applicable, sanitary facilities for food storage.

Where an employer provides accommodation, it shall be clean, safe and meet the basic needs of employees.

Appropriate health and safety information and training is provided to employees.

4. Freedom of Association

As far as any relevant laws allow, all employees are free to join or not to join trade unions or similar external representative organisations.

5. Discrimination

Negative discrimination including racial or sexual discrimination is prohibited.

6. Disciplinary Practices

Employees are treated with respect and dignity. Physical or verbal abuse or other harassment and any threats or other forms of intimidation are prohibited.

7. Working Hours

Working hours of employees comply with national laws and are not excessive.

8. Payment

Employees understand their employment conditions and fair and reasonable pay and terms are provided.

9. Individual Conduct

No form of bribery, including improper offers for payments to or from employees, or organisations, is tolerated.

10. Environment

Processes are in place to actively improve the efficiency with which finite resources (such as energy, water, raw materials) are used.

Appropriate management, operational and technical controls are in place to minimise the release of harmful emissions to the environment.

Appropriate measures are in place to improve the environmental performance of products and services when in use by the end user.

Innovative developments in products and services that offer environmental and social benefits are supported.

REFERENCES

Vodafone's Code of Ethical Purchasing is based on the following international standards:

- The United Nations Universal Declaration of Human Rights.
- The Conventions of the International Labour Organisation.
- The United Nations Convention on the Rights of the Child.

Reference has also been made to:

- Social Accountability International's SA 8000 Standard
- The Ethical Trading Initiative (ETI) Base Code, and
- The UN Draft Norms of Responsibilities of Transnational Corporations and Other Business Enterprises with Regard to Human Rights (2003)

With respect to the International Labour Organisation Conventions on Labour Standards, the following provisions have been referenced in the development of this Code:

- Convention 1 (Acceptable working hours)
- Conventions 29 (Forced and bonded Labour)
- Convention 87, 98, and 135 (Freedom of Association)

- Convention 111 (Discrimination)
- Convention 138 (Minimum Age)
- Convention 135 & Recommendation 143 (Workers' Representatives Convention)
- Convention 155 Article 19 (Health and safety training)

VODAFONE'S BUSINESS PRINCIPLES

Vodafone's success flows from our commitment to sound business conduct and the way we interact with our stakeholders – shareholders, employees, customers, business partners and suppliers - government and regulators, communities and society, and the environment.

As a global business, Vodafone operates within a wide range of legal jurisdictions. We respect the rule of law within these jurisdictions and support appropriate internationally accepted standards including those on human rights. Our Business Principles represent the additional commitments we make to our stakeholders.

Our Business Principles apply to all Vodafone companies in which we have a majority equity interest and to all Vodafone employees. Where Vodafone operates in conjunction with business partners, third parties or in joint venture arrangements where we do not have a majority equity interest, we will seek to promote the application of our Business Principles.

We understand that we will be judged on whether we live up to our Business Principles. We will share good practice across Vodafone as we strive for continuous performance improvement. We will measure, review and report openly on our performance against our Business Principles.

Business Principles

1. Value Creation

We believe that competition in a market economy, pursued in an ethical way, is the best way of delivering benefits to our stakeholders.

We are committed to providing the best possible return for our shareholders. The criteria for our investment decisions, acquisitions and business relationships will be primarily economic but they will also include social and environmental considerations.

2. Public Policy

We will voice our opinions on government proposals and other matters that may affect our stakeholders but we will not make gifts or donations to political parties or intervene in party political matters.

3. Communications

We will communicate openly and transparently with all of our stakeholders within the bounds of commercial confidentiality.

4. Customers

We are committed to providing our customers with safe, reliable products and services that represent good value for money.

We will work to understand, anticipate and respond to the needs of our customers and to provide them with innovative products and services.

We value the trust our customers place in us and will safeguard the information provided to us in accordance with relevant laws.

5. Employees

Relationships with and between employees are based upon respect for individuals and their human rights.

We will pursue equality of opportunity and diversity through our employment policies.

We will encourage our employees to reach their full potential through training and development.

We will promote employee participation in share incentive plans.

6. Individual Conduct

We expect all our employees to act with honesty, integrity and fairness.

No form of bribery, including improper offers or payments to or from employees will be tolerated.

All employees are expected to avoid any contacts that might lead to, or suggest, a conflict of interest between their personal activities and the business of Vodafone.

All employees are expected to avoid accepting hospitality or gifts that might appear to place them under an obligation.

7. Environment

We are committed to sustainable business practices and environmental protection.

We will use finite resources carefully.

We will promote the use of operational practices that reduce the environmental burden associated with our activities.

We will support innovative developments in products and services that can offer environmental and social benefits

8. Communities and Society

We accept our responsibility to engage with communities and we will invest in society in a way that makes effective use of our resources, including support for charitable organisations.

9. Health and Safety

We are committed to the health and safety of our customers, employees and the communities in which we operate.

We will disclose any information that comes to our knowledge, which clearly demonstrates that any of our products or services breach internationally accepted safety standards or guidelines.

10. Business Partners and Suppliers

We will pursue mutually beneficial relationships with our business partners and suppliers.

We will seek to promote the application of our Business Principles by our business partners and suppliers.