



## **Proteus Fund Contract**

**PROGRAM: Transparency & Accountability Initiative**

**SUB-PROGRAM: TAI - Data Use**

**GL ACCOUNT: Technical Assistance Consultant**

**CONTRACT NUMBER: TAI1811GI**

This agreement (“Agreement”) is made and entered into by and between the Proteus Fund (hereinafter referred to as “Proteus”) and Global Integrity (hereinafter referred to as “Consultant”).

### **I. BASIC TERMS**

The work to be performed under this Agreement is referred to herein as “the Services.”

#### **A. Context, Scope of Services and Deliverables**

**Consultant is responsible for the following:**

Global Integrity will serve as the learning partner for TAI’s country-level data use for accountability initiative in Nigeria, and for the scoping stage of work in Colombia. The Global Integrity team will be led and managed by, Michael Moses, Managing Director, Programs and Learning, and Jorge Florez, Project Manager, Fiscal Governance, respectively, with technical guidance as needed from Alan Hudson, Executive Director, and support from a Nigeria-based consultant.

**Overall, the data use for accountability initiative seeks to test and document learning around:**

- The needs, practices, and challenges faced by users of anti-corruption and governance data in different sectors and at different levels;
- The applicability of different approaches to engaging and coordinating different kinds of data users;
- How to strengthen the links between data availability, data use, action, and impact; and
- The factors that influence outcomes in the data user results chain, and how they can tailor their efforts with respect to those factors.

Global Integrity will work with TAI to shape specific learning questions around these interests that can be used for the overall data use initiative and applied in the context of the work in Nigeria and Colombia. These should focus on overcoming barriers to data use for improved governance outcomes.

**Nigeria / data use for accountability, with a focus on anti-corruption:**

- Develop TAI data use for accountability initiative theory of change and prioritize relevant learning questions with TAI secretariat, funder members, and Nigeria project grantee organization staff

- Develop and document the evidence needs, sources, and collection methods (M&E framework) for the learning questions, and collect, manage, and analyze relevant primary and secondary data (including baseline data where feasible)
- Design and facilitate interactive learning activities with Nigeria project grantee organization staff and designated TAI secretariat and funder members, and comparable activities with TAI secretariat and funder members at agreed upon key moments
- Conduct at least 3 in-country field visits to collect data and/or work with grantee organizations and other relevant stakeholders using anti-corruption data in Nigeria
- Produce regular and succinct written progress updates to TAI secretariat; participate in TAI stakeholder coordination meetings as needed
- Document analysis and insights related to learning questions

**Nigeria deliverables:**

- Theory of change and learning questions
- Kick off meetings with TAI and grantees and workplan (planned major project activities and milestones / deliverables)
- Brief comparative desk analysis of data-driven initiatives in Nigeria and other countries to help place this initiative in the global context of data for accountability
- Documented learning framework data sources and values, including baseline data, where feasible, and at least one other data point
- Learning products, including an interim reflection and learning memo, a 3-part blog series (each 1,000 words or less), a final learning memo, and other products as agreed upon (e.g. succinct written work products; also open to visualizations, video, audio, etc.)

**Colombia / data use for accountability, with a focus on extractives data:**

- Prepare for and actively participate in virtual meetings to design and plan for the country scoping trip with a view to articulating clear learning questions
- Prepare for and actively participate in a one-week country scoping trip in early 2019, to include individual and small group Spanish language discussions with various stakeholder groups and meetings with high-level officials – both government and Extractives Industry Transparency Initiative representatives
- Actively participate in virtual discussions to interpret field assessment findings
- Review and provide constructive and actionable feedback on up to three drafts of the assessment report
- Facilitate learning and reflection virtual discussions with TAI secretariat and designated member staff to inform learning questions
- Document insights and recommendations for potential Colombia learning questions for future testing, participate in a virtual discussion with TAI secretariat and funder members

**Colombia deliverables:**

- Post-assessment trip memo
- Colombia learning memo

B. Consultant must promptly report to Proteus any developments or events that may impair or otherwise materially affect performance of the Services, and promptly comply with Proteus' requests to inspect relevant Consultant records and provide reports and information regarding the Services, including (without limitation) financial, status, contact and staffing actions pertinent thereto.

#### C. Execution of Services

Proteus shall not control the manner or means by which Consultant performs the Services. Unless otherwise specified, the Consultant shall furnish the equipment, supplies and other materials used to perform the Services.

#### D. Qualifications and Best Efforts

Consultant is (and will remain throughout this Agreement's term) professionally and legally qualified to perform, and will expend best efforts in performing and completing, all Services under this Agreement. Consultant shall render the Services to Proteus' reasonable satisfaction in a professional, careful and timely manner. Consultant must maintain any professional license required for provision of the Services in question and notify Proteus immediately in the event of any interruption to such license.

#### E. Term and Termination

This Agreement TAI1811GI is effective from 12/3/2018 and will conclude on 12/18/2020. Proteus is under no obligation to continue using Consultant's services after that time. Any extension of this term must be in writing and signed by the parties.

Either party may terminate the Agreement without cause with seven days' notice by giving proper written notification to the other party. Proteus may also terminate this Agreement immediately "with cause," which refers to any material breach of this Agreement by the Consultant. In the event of such early termination Proteus shall pay the Consultant for the satisfactory work completed prior to date of termination, and Consultant must provide Proteus with any work product, complete and/or incomplete, generated through that time.

## II. FEES AND EXPENSES

The Consultant will be paid a **fixed fee** of **\$108,000.00** USD pursuant to the following disbursement schedule: **Milestone Reached**.

#### Nigeria milestones / payment

1. Learning partner contract signed / \$13,950
2. Nigeria learning questions and baseline data (where available) / \$27,900
3. Nigeria endline data and analysis / \$27,900
4. Learning memo and final project documentation for Nigeria initiative / \$23,250

#### Colombia milestones / payment

1. Colombia scoping trip memo / \$6,750
2. Learning memo and final project documentation for Colombia initiative / \$8,250

Each invoice must include the contract number TAI1811GI for payment purposes.

Failure to include the contract number may result in payment being delayed. Payments will be processed on the business day closest to the 1st and 15th of each month. **Invoices must be submitted four (4) business days prior.** Invoices not submitted by that deadline will be paid the following cycle.

#### **A. Invoices**

**Consultant must submit an invoice for each payment.** If the Consultant does any lobbying work as part of a contract, the amount of the Consultant's payment attributed to lobbying must be identified on the invoice, whether it's direct lobbying or grassroots lobbying. This will allow Proteus to accurately track lobbying expenses.

#### **B. IRS Form W-9 (For International Consultants W-8 BEN or W-8 BEN-E)**

Consultant's signed contract must be accompanied by a completed Form W-9, W-8 BEN or W-8 BEN-E. The W-9, W-8 BEN or W-8 BEN-E can be found online at the following web address: <https://www.irs.gov/forms-pubs>. Consultant will complete the form in its entirety and send to Sara Muller-Ravett, Sponsored Projects Associate at: [smuller-ravett@proteusfund.org](mailto:smuller-ravett@proteusfund.org). If Consultant has an address change, they must revise their W-9, W-8 BEN or W-8 BEN-E on record by resubmitting it so that Proteus can maintain accurate records for 1099 IRS reporting.

Consultant acknowledges that s/he will receive an IRS Form 1099-MISC from Proteus, and shall be solely responsible for all federal, state, and local taxes as set out in Part IV.

The Consultant is solely responsible for any travel or other costs/expenses incurred in connection with the Services, and Proteus shall have no obligation to reimburse for such expenses.

### **III. WORK PRODUCT AND CONFIDENTIALITY**

#### **A. Ownership**

All work and material produced under this Agreement shall be Proteus' exclusive property, including all copyrights, trademarks, trade secrets, intellectual property, and other work product. All work by Consultant shall be "work made for hire," which Proteus has specially ordered and commissioned. Proteus reserves the exclusive right to edit and reorganize the work produced under this Agreement, and to use it as it sees fit.

If Consultant, under law, retains or obtains any interest in, or rights to, any work or material produced under this Agreement, Consultant hereby (1) fully and irrevocably assigns it to Proteus; (2) agrees not to share any portion thereof with any third party or take steps to publish or assert any ownership therein; and (3) agrees to execute such additional documents as Proteus may require to perfect Proteus' title and copyright. Consultant warrants that any and all work, services, materials and other deliverables hereunder will be provided free and clear of any adverse title or claims; and if any product is not original, it will be accompanied by such releases, consents, or licenses as Proteus, in its sole judgment, finds sufficient to deliver it clear and usable title.

#### **B. Confidentiality**

Consultant shall not disclose to any third party or appropriate to Consultant's own use, either during or subsequent to the Agreement's term, any Confidential or Proprietary Information of Proteus, which includes the following: (a) names, contact information, and other data regarding Proteus' grants, donors and other funding sources; (b) other operational, programmatic, financial, development, and corporate information and documents provided to Consultant by or on behalf of Proteus. Confidential and

Proprietary Information does not include information that is or becomes generally available to the public other than through Consultant's breach of this Agreement.

Upon termination of the Agreement, Consultant shall promptly deliver to Proteus all documents and materials identified by Proteus as proprietary, secret, or confidential, including (without limitation) work product that Consultant generated or acquired in serving as a Proteus Consultant.

#### IV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and this Agreement shall not be construed to create any association, partnership, employment or agency relationship between the Consultant and Proteus. Consultant is not an employee or agent of Proteus, and is not authorized to bind Proteus, except as Proteus specifically may authorize in writing, and agrees to make no representation or statement to the contrary.

Consultant is not eligible to participate in any fringe or other benefit plans offered by Proteus to its employees. Proteus is not responsible for withholding or paying any income, payroll, Social Security or other federal, state, or local taxes, or for making any insurance contributions, including unemployment or Workers' Compensation, on the Consultant's behalf. Consultant is solely responsible for paying any such tax or contribution related to the Services under this Agreement. Consultant agrees to indemnify and hold harmless Proteus from and against any claim, obligation, liability, or assessment arising from Consultant's failure to pay such taxes and contributions, including penalties and interest.

#### V. INDEMNIFICATION

Consultant shall indemnify and hold harmless Proteus, and its directors, officers, employees and agents against any claims, liabilities, and reasonable expenses, including attorney fees, arising from (a) bodily injury, death of any person or damage to real or other property resulting from Consultant's acts or omissions, and (b) Consultant's material violation of this Agreement or of any law in performing the Services. If required by Proteus, Consultant shall (a) furnish proof of satisfactory liability insurance and/or (b) name Proteus as an additional insured.

#### VI. MISCELLANEOUS

##### **A. No Assignment**

Consultant may not sell, assign, or transfer any duties or obligations under this Agreement without Proteus' written permission.

##### **B. Entire Agreement and Modification**

This Agreement is complete as written and there are no other promises, covenants, agreements or responsibilities of the Parties. This Agreement can only be modified in a written instrument signed by both parties.

##### **C. Severability**

If any term of provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect or invalidate any other term or provision of this Agreement.

**D. Headings Not Substantive**

The underlined headings of the paragraphs of the Agreement and attachments are for identification purposes only and do not in any way constitute or modify any term or provision of this Agreement.

**E. Governing Law/Venue**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision or rule. The parties agree to submit to the exclusive jurisdiction and venue of the federal and state courts of Massachusetts in any suit or proceeding relating to this Agreement.

**F. Tax Exempt Status**

Proteus is a non-profit corporation, which is tax exempt under §501(c)(3) of the U.S. Internal Revenue Code (IRC) and a public charity under IRC §509(a)(1) dedicated exclusively to charitable and educational purposes. Consultant will not characterize Proteus' tax-exempt status or purposes inaccurately or improperly or knowingly act inconsistently with that status in carrying out any Services.

**G. Notices**

Any notice or other communication required or permitted to be given under this Agreement shall be sufficient only if in writing and actually delivered to the following addresses:

**PROTEUS FUND**  
15 Research Drive, Suite B  
Amherst, MA 01002

**CONSULTANT**  
Global Integrity  
OpenGov Hub  
1110 Vermont Ave NW  
#500  
Washington, DC  
20005

NAME: Beery Adams Jiménez  
TITLE: Director of Philanthropy & Fiscal Sponsorship

NAME: Alan Hudson  
TITLE: Executive Director

DATE: 11/28/2018

DATE: 11/30/2018

SIGNATURE:  336B6C3944D44D5...

SIGNATURE:  B40C9FA913AE456...