

## GRANT AGREEMENT (“Grant Agreement”)

<b>Program Details</b>	
Program Name (“Program”)	<a href="#">Click here to enter text.</a>
Head Contract/Agreement Number (“Head Contract/Agreement”)	<a href="#">Click here to enter text.</a>
Client Name (“Client”)	<a href="#">Click here to enter text.</a>
Term of Program	<b>Start:</b> <a href="#">Click here to enter a date.</a> <b>End:</b> <a href="#">Click here to enter a date.</a>
Jurisdiction of Grant (“Jurisdiction”)	<a href="#">Click here to enter text.</a>
<b>Grant Agreement Details</b>	
Grant Reference Number	<a href="#">Click here to enter text.</a>
Type	<input type="checkbox"/> Simplified <input type="checkbox"/> Fixed Obligation/Milestone <input type="checkbox"/> In-kind <input type="checkbox"/> Combination If combination, please describe here: <a href="#">Click here to enter text.</a> <input type="checkbox"/> Other: If other, please describe here: <a href="#">Click here to enter text.</a>
Grantee Project Name (“Project”)	<a href="#">Click here to enter text.</a>
Country(ies)/Regions of Implementation	<a href="#">Click here to enter text.</a>
Total Grant Award (not to exceed this amount; See Annexes B, C, D and E for further funding details)	<a href="#">Click here to enter text.</a>
Currency of Grant (Head Contract/Agreement currency)	<a href="#">Click here to enter text.</a>
Grantor name and contact information (“Grantor”)	<a href="#">Click here to enter text.</a>
Fund/Program Manager	<a href="#">Click here to enter text.</a>
Grantee name and contact information (“Grantee”)	<a href="#">Click here to enter text.</a>
Grantee representative	<a href="#">Click here to enter text.</a>
Term of this Grant Agreement (“Term”) The Parties agree that this term can be extended for an additional six months past the End date to accommodate final payment and completion of the Final report as necessary. If an extension is desired, the Parties will agree in writing prior to the End date of the Grant Agreement.	<b>Start date:</b> <a href="#">Click here to enter a date.</a> <b>End date:</b> <a href="#">Click here to enter a date.</a>
Payment method	Choose an item. If other, please specify.
Payment type	<input type="checkbox"/> Advance <input type="checkbox"/> Arrears <input type="checkbox"/> Milestone based payment
Payment Currency	<a href="#">Click here to enter text.</a>
Grantee funding requirements	<input type="checkbox"/> <b>Cost Sharing:</b> The Grantee is required to pay <a href="#">Click here to enter text.</a> of Project cost. See Annex <a href="#">Click here to enter a date.</a> for more details.

	<input type="checkbox"/> Self-Funding: The Grantee voluntarily commits the amount of <a href="#">Click here to enter text.</a> to the Program. <input type="checkbox"/> None: No contribution from the Grantee is required or voluntarily committed.
Records Retention length	<a href="#">Click here to enter text.</a>
Significant Asset	Value over: <a href="#">Click here to enter text.</a>
High Value Procurement	Value over: <a href="#">Click here to enter text.</a>

This Grant Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. The Grantee is also expected to comply with all laws at the location of implementation if different than the Jurisdiction. This Grant Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation, or warranty of any kind preceding the date of this Grant Agreement is hereby suspended by this Grant Agreement and neither party will be bound by any statement or representation not contained or incorporated within this Grant Agreement. Should the Grant Agreement be signed in both English and any other language, the English version will prevail.

Signed for the Grantor:		Signed for the Grantee:	
Name:	<a href="#">Click here to enter text.</a>	Name:	<a href="#">Click here to enter text.</a>
Title/Role:	<a href="#">Click here to enter text.</a>	Title/Role:	<a href="#">Click here to enter text.</a>
Date:	<a href="#">Click here to enter a date.</a>	Date:	<a href="#">Click here to enter a date.</a>

**TO BE SIGNED BY THE GRANTEE:**

The Grantee confirms that it has read, understood, and will comply with all the provisions of Annex H. Further, the Grantee confirms that it will obtain a signed confirmation from each individual or entity engaged by the Grantee to undertake any part of this Grant Agreement.

Signed for the Grantee:	
Name:	<a href="#">Click here to enter text.</a>
Title/Role:	<a href="#">Click here to enter text.</a>
Date:	<a href="#">Click here to enter a date.</a>

## Grant Agreement Terms and Conditions

This Grant Agreement is made and is in full force as of the first day of the Term. The Grantor and Grantee are collectively referred to as the "Parties".

### **1. BACKGROUND AND PURPOSE**

- 1.1. The Grantor has entered into a contract with the Client to implement the Program.
- 1.2. The Parties acknowledge that there is no obligation on the Client to fund the Program.
- 1.3. The Grantee has represented that they have the necessary skills and capacity to implement the activities outlined in this Grant Agreement according to the Terms and Conditions set out in this Grant Agreement.
- 1.4. The Fund/Program Manager requires the Grantee to implement activities as defined in this Grant Agreement and according to the approved budget.
- 1.5. The Grantee will use all best efforts to ensure that all work undertaken for the Project is in support of the objectives and outcomes of the Program.

### **2. ANNEXES, DEFINITIONS, AND INTERPRETATION**

- 2.1. The words used in this Grant Agreement are defined as presented in Annex I. If any word in Annex I is defined specifically within the Grant Agreement, the definition within the Grant Agreement will be controlling.
- 2.2. A reference to this Grant Agreement or another instrument includes any variation, amendment, novation or replacement of any of them.
- 2.3. If there is any inconsistency (whether express or implied from this Grant Agreement or otherwise) between the Terms and Conditions or any other part of this Grant Agreement, the Terms and Conditions or the Special Conditions (as appropriate) prevail to the extent of the inconsistency (subject to any explicit changes to this priority set out in this Grant Agreement).

### **3. ADMINISTRATIVE PROVISIONS**

- 3.1. No rights or obligations of or services to be rendered by the Grantee under this Grant Agreement will be assigned, transferred, or subcontracted to any third party without the prior written consent of the Grantor.
- 3.2. Any modification or amendments to this Grant Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.
- 3.3. In the event that the Grantee consists of more than one entity, then each of those entities is jointly and severally liable for the performance of the Grantee's obligations under this Grant Agreement.
- 3.4. A right under this Grant Agreement will only be waived if the waiver is in writing and signed by the relevant Party. A waiver by either Party will not prejudice its rights in respect of any subsequent breach of this Grant Agreement by the other Party.
- 3.5. Each provision of this Grant Agreement will, unless the context otherwise necessarily requires, be read and construed as a separate and severable provision or part. If any provision or part is illegal, void, invalid or otherwise unenforceable for any reason then that provision or part will be severed and the remainder will be read and construed as if the severable provision or part had never existed.

### **4. TAXES, DUTIES AND GOVERNMENT CHARGES**

- 4.1. Unless approved by the Fund/Program Manager in writing, the Grantee will not use the funds dispersed under this Grant Agreement to meet the cost of any import, customs duties or any other taxes or similar charges, applied directly or indirectly, by governments or by any public authority, on the goods or services provided.

### **5. HEAD CONTRACT/AGREEMENT**

- 5.1. The Grantee acknowledges that the Head Contract/Agreement requires that this Grant Agreement adequately protects the interests of the Client and ensures compliance with the Client's policies and other requirements.
- 5.2. The Grantee accepts, and will follow, and comply fully with, and will assist the Grantor in complying fully with all the Client Terms and Conditions in relation to itself and the Grant or any work undertaken or

actions taken pursuant to this Grant Agreement and insofar as such terms and conditions are applicable to the Grantee and the Grant activities in addition to the other terms of this Grant Agreement.

- 5.3. Where the Client Terms and Conditions are amended or updated at any time, the amended or updated version will apply to this Grant Agreement provided the Grantor has informed the Grantee of the amendment or updating.
- 5.4. The Grantee will ensure that all its employees, contractors, subcontractors, and Personnel generally are bound by and comply with the terms of this clause. The Grantee acknowledges the right of the Client to:
  - 5.4.1. enforce any of the obligations of the Grantee under this Grant Agreement against the Grantee directly or indirectly;
  - 5.4.2. exercise all rights of the Client in the Head Contract/Agreement in relation to this Grant Agreement; and
  - 5.4.3. exercise all the rights of the Grantor set out in this Grant Agreement.

## **6. REPORTING**

- 6.1. The Grantee will provide the Fund/Program Manager with reports to the frequency specified and as detailed in Annex E. Further, the Grantee will apply any applicable transparency standards as required including publishing information about this Grant Agreement on the Grantee's or the Client's website.

## **7. RECORD KEEPING**

- 7.1. The Grantee must keep comprehensive written records as applicable to this Grant Agreement including, but not limited to:
  - 7.1.1. Appropriate documentation and evidence to support the accomplishment of the Project's objectives and outcomes;
  - 7.1.2. The creation of Project Material (if any);
  - 7.1.3. The acquisition and disposal of Assets;
  - 7.1.4. Performance against this Grant Agreement's terms and conditions;
  - 7.1.5. Financial records relating to the Grant including all invoices and other financial data and paperwork to sufficiently substantiate expenditures for the Grant and to allow for an accounting of Grant project costs separate from costs funded by other sources.
- 7.2. The Grantee agrees that the Fund/Program Manager, the Client, the Controller General, Inspector General, or the equivalent, or any of their duly authorized representatives, will have access to any premises, books, documents, papers, and records of the Grantee that are directly pertinent to the Grant, for the purpose of making audits, examinations, excerpts, and transcriptions. These records will be maintained for the required Records Retention Length as indicated on the Cover Sheet beginning from the end of the Term unless there is any ongoing dispute between the Parties in which case the period of records retention will start from the date of resolution of the dispute.
- 7.3. The Grantee agrees to provide all assistance reasonably requested by the Fund/Program Manager in respect to any inquiry into or concerning this Grant Agreement. Further, this requirement will also apply to any partners/subcontractors/subawardees of the Grantee.

## **8. MONITORING AND EVALUATION**

- 8.1. The Fund/Program Manager will supervise the progress of the Grant throughout the Term and reserves the right to:
  - 8.1.1. Carry out evaluation visits at times agreed with the Grantee; and/or
  - 8.1.2. Appoint an external evaluator.
- 8.2. The method and timing of the evaluation will be at the Fund/Program Manager's discretion. The Grantee will make staff available to meet with, answer questions about, and provide management information to the evaluator appointed by the Fund/Program Manager. The Fund/Program Manager and the Grantee will undertake a joint review of the program/project if the Fund/Program Manager considers it necessary to refocus the Grant outputs. If, at any stage, the Grant outputs are not achieving the agreed objectives, impact, and delivery the Fund/Program Manager may terminate the Grant.

## **9. DUE DILIGENCE**

- 9.1. The Fund/Program Manager reserves the right to conduct additional due diligence at any time during the performance of the Grant Agreement and the Grantee agrees to cooperate with the Fund/Program Manager to the fullest extent.
- 9.2. The Grantee will exercise the same care in the discharge of its functions under this Grant Agreement as it exercises with respect to the administration and management of its own resources and affairs. The Grantee shall co-operate fully with any due diligence assessment by the Fund/Program Manager or its agents, of the Grantee's own internal controls and system prior to or during the implementation of the project, and take appropriate action on any recommendations arising. This requirement will also apply to any partners/subcontractors/subawardees of the Grantee.
- 9.3. The Grantee will regularly assess the internal controls and systems of any partners/subcontractors/subawardees. These assessments will be shared with the Fund/Program Manager upon request and should include the:
  - 9.3.1. Reliability and integrity of the partners/subcontractors/subawardees financial controls, systems and processes;
  - 9.3.2. Effectiveness and efficiency of operations;
  - 9.3.3. Procedures for safeguarding project assets; and
  - 9.3.4. Compliance with national legislation, regulation, rules, policies and procedures.

## **10. PARTNERS/SUBCONTRACTORS/SUBAWARDEES**

- 10.1. Other than partners/subcontractors/subawardees already listed and approved as part of the Grantee's Grant proposal, the Grantee will not outsource the performance of any part of the Grant Agreement without prior approval in writing of the Fund/Program Manager.
- 10.2. In the event that the Fund/Program Manager authorizes outsourcing any of the obligations under the Grant Agreement to third parties, the Grantee will continue to remain bound by its obligations to the Grantor under this Grant Agreement.
- 10.3. All partners/subcontractors/subawardees are subject to the requirements of Annex H – Compliance and Anti-corruption.

## **11. PAYMENT**

- 11.1. Payment will be made according to the terms of this Grant Agreement and all applicable Annexes.

## **12. DUTY OF GRANTEE**

- 12.1. The Grantee will:
  - 12.1.1. ensure its Personnel exercise the highest standard of Good Industry Practice;
  - 12.1.2. ensure its Personnel are of good fame and character;
  - 12.1.3. when necessary, obtain at its cost, appropriate visas and work permits for its Personnel and ensure that correct visas and work permits are in place in order to meet the requirements of this Grant Agreement;
  - 12.1.4. ensure that appropriate insurance arrangements are made in respect of all Personnel, including in respect of death, injury or disablement, and emergency medical expenses.
  - 12.1.5. ensure its Personnel are adequately briefed and understand the environment and culture of the locations where they will be working;
  - 12.1.6. notify the Grantor as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Grant;
  - 12.1.7. comply with and ensure its Personnel comply with the provisions of Annex H – Compliance and Anti-corruption; and
  - 12.1.8. comply with and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Grant, including Data Protection Legislation and all Legislative Requirements, official protocols and procedures of the Jurisdiction.
- 12.2. The Grantee and its Personnel will at all times:
  - 12.2.1. keep accurate, systematic and up to date Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Grant Agreement and in accordance with any Head Contract/Agreement as applicable;
  - 12.2.2. retain copies of all Records for the Records Retention Period after termination or expiration of this Grant Agreement;

- 12.2.3. allow all persons authorised in writing by the Grantor or the Client full access, at reasonable times, to premises occupied by the Grantee where the Grant activities are being carried out, or where Records or Project Material are held or are available, and will permit such persons to inspect, audit, take extracts from and copy any information, or Project Material or Records, relating to this Grant Agreement; and
- 12.2.4. provide all reasonable assistance requested by the Grantor or the Client for any administrative or statutory review or audit relating to this Grant Agreement, the Goods and/or the Services.
- 12.3. The following additional provisions apply in connection with the Grantee's Personnel:
  - 12.3.1. The Grantee will ensure their Personnel fulfil the purpose of this Grant Agreement in accordance with the terms and conditions of this Grant Agreement;
  - 12.3.2. All Personnel will be vetted in accordance with Good Industry Practice and the requirements of the Business Partner Code of Conduct;
  - 12.3.3. The Grantor, whether pursuant to a direction by the Client or in its own discretion, may direct the Grantee, at the Grantee's cost, to remove any person from performing under this Grant Agreement. The Grantee accepts that the Grantor may not be in a position to provide reasons for this direction, and the Client and the Grantor will not be liable for any claim or costs in connection with the removal;
  - 12.3.4. The Grantee, by engaging Personnel to perform part(s) of this Grant Agreement, will not be relieved from any of its liabilities or obligations under this Grant Agreement and will remain responsible for all Personnel and all work which is performed by them; and
  - 12.3.5. The Grantee and its Personnel will not represent themselves as either the Client or the Grantor.

### **13. GRANT MATERIAL AND INTELLECTUAL PROPERTY RIGHTS**

- 13.1. Intellectual property developed in all material (including, but not limited to, reports, data, and designs, whether or not electronically stored) produced by the Grantee or its Personnel ("Grant Material") will be the property of the Grantee.
- 13.2. In signing this Grant Agreement, the Grantee hereby grants to the Client a worldwide, non-exclusive irrevocable and royalty-free license to use all the Grant Material, where "use" shall mean, without limitation, the reproduction, publication and sub-license of all the Grant Material and the intellectual property therein, including the reproduction and sale of the Grant Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.
- 13.3. In signing this Grant Agreement, the Grantee also hereby grants to the Grantor a worldwide, perpetual, royalty free license to use such intellectual property rights for any purpose directly connected with the Grant.
- 13.4. The Grantee warrants that it will take all reasonable steps to ensure that its implementation of the activities under this Grant Agreement will not infringe any intellectual property rights of any third party. The Grantee agrees to indemnify and hold the Client and the Grantor harmless against all liability, loss, damage, costs and expenses (including legal costs) which the Client and Grantor may incur or suffer as a result of any claim of alleged or actual infringement of a third party's intellectual property rights because of the Grantee's negligent implementation of the Grant.

### **14. WARRANTIES AND REPRESENTATIONS**

- 14.1. The Grantee warrants, represents, and undertakes for the duration of the Term that:
  - 14.1.1. It has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the obligations under this Grant Agreement;
  - 14.1.2. At the beginning of the Term, no conflict of interest exists or is likely to arise in the performance of its obligations under this Grant Agreement and that it will use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Grant Agreement;
  - 14.1.3. It has full corporate power and authority to enter into, perform and observe its obligations under this Grant Agreement;
  - 14.1.4. Its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to perform the activities under this Grant;

- 14.1.5. It has and will continue to have all necessary rights in, and to, the Grantee's software or the third party software or any other materials required to perform the Grantee's obligations under this Grant Agreement;
- 14.1.6. All statements and representations made to the Grantor by the Grantee prior to, or in, this Grant Agreement are to the best of its knowledge, information, and belief true and accurate and that it will advise the Grantor of any fact, matter or circumstance of which it may become aware which might render any such statement or representation false or misleading;
- 14.1.7. The Grantee will immediately notify the Grantor if at any time it becomes aware that a warranty or representation given by it under this Grant Agreement has been breached, is untrue or is misleading; and
- 14.1.8. Where this Grant Agreement is terminated prior to the completion of the activities under the Grant (for whatever reason) the Grantee will supply all necessary information and explanation required by the Grantor in relation to the Grant and any software used by the Grantee to fulfil the purpose of the Grant.

## **15. CONFIDENTIALITY**

- 15.1. The Parties acknowledge that during the Term of this Grant Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel.
- 15.2. The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:
  - 15.2.1. is strictly necessary for the performance of the Grant;
  - 15.2.2. is required by Legislative Requirements or is reasonably required for legal proceedings;
  - 15.2.3. is authorised by prior written approval from the Party who owns the Confidential Information; or
  - 15.2.4. already is or comes into the public domain otherwise than through a Party's unauthorised disclosure or that of any of its Personnel.
- 15.3. The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Grant Agreement. The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Grant and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Grantor, Grantee, and/or the Client on request.
- 15.4. If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.
- 15.5. The Parties agree that this obligation applies during the Term and after termination of the Grant Agreement.

## **16. PUBLICITY AND PROMOTION**

- 16.1. The Grantee will acknowledge the Grant funding and other support provided by the Grantor and/or Client in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Grant or any products, processes or inventions developed as a result of the Grant unless the Grantor or the Client direct otherwise.
- 16.2. The Grantee must consult the Fund/Program Manager regarding the content of any promotional material or publicity regarding the Grant, particularly if it proposes to use any of the Client's branding or logos. The Grantee will provide the Grantor and/or Client with any necessary assistance required to formulate its own approach to the media in relation to the Project.
- 16.3. No advertising or publicity having or containing any reference to the Grantor and/or the Client will be used by the Grantee without the prior written approval. The Grantee will not use the Grantor and/or Client logo or title block on any correspondence or written matter without prior written approval.
- 16.4. In line with the Fund/Program Manager and Client's transparency commitments, the Grantee gives consent to this Grant Agreement (and any subsequent amendments) to be published on the Fund/Program Manager and or Client's websites.

## **17. LIABILITY AND INDEMNITY**

- 17.1. The Grantee will indemnify and keep indemnified the Grantor, and the Personnel and agents of the Grantor, from and against any loss, damages, expenses or costs, including costs of any settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of fulfilment of this Grant Agreement or which arise as a result of negligence by the Grantee or out of any breach by the Grantee of any terms of this Grant Agreement.
- 17.2. The Grantor and the Client will not accept any liability to the Grantee or to any third party for any costs, claims, damages or losses, however they are incurred. The Grantee will retain ultimate responsibility for the use of funding and will be solely responsible for any adverse effects of Grant expenditure that have an undesired or unexpected result upon any recipients/beneficiaries.

## **18. INSURANCE**

- 18.1. The Grantee confirms that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Grantee to purchase additional insurance in order to perform its obligations under this Grant Agreement, the Grantee will confirm that it will have relevant insurances in place at the start of the Term of the Program.

## **19. NOTICES AND DISPUTE RESOLUTION**

- 19.1. Notices will be in writing and addressed to the other Party's Representative at the address specified in this Grant Agreement or such other address as is subsequently notified in writing by the Party.
- 19.2. Notices will be deemed to have been received:
  - 19.2.1. If sent by courier or a form of posting requiring confirmation of delivery, the date of such delivery;
  - 19.2.2. If sent by regular mail, on the third business day from the date mailed;
  - 19.2.3. If hand delivered by 17h00 on a business day in the place of receipt, that business day, and otherwise the following business day in the place of receipt; or
  - 19.2.4. If sent by email, delivery as demonstrated by no intimation having been received that the notice has not been received.
- 19.3. The Parties will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Grant Agreement. If no agreeable settlement can be found, the dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Grant Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.
- 19.4. The place of arbitration shall be the headquarters location of Grantor at the time the claim is filed and the language of the arbitration will be English. Should the claim involve a State, a State-controlled entity, or an intergovernmental organisation, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.
- 19.5. This section will not apply to fraud, the recovery of funding, or the investigation into an alleged breach by the Grantee.

## **20. SUSPENSION OR TERMINATION**

- 20.1. Either Party may terminate this Grant Agreement by giving 30 days notice to the other if:
  - 20.1.1. The other Party commits a material breach of any terms of this Grant Agreement and the breach is not remedied after communication and within the period agreed by the Parties; or
  - 20.1.2. There is a force majeure event or matter which was neither caused by the Parties nor is within the control of the Parties which prevents, delays or is likely to prevent or delay the performance of its obligations under this Grant Agreement. In this situation, the Parties may agree to suspend the performance of obligations under this Grant Agreement temporarily for a period of up to 30 days ("Temporary Suspension Period").
- 20.2. If by the end of the Temporary Suspension Period the parties have not agreed a further period of suspension or re-instatement of the Grant, this Grant Agreement will be terminated permanently.
- 20.3. Where this Grant has been suspended or terminated, in accordance with this section, the Grantee shall:
  - 20.3.1. Take such steps as are necessary to terminate the provision of the activities, (including suspending or terminating any partnership/subcontract/subagreement) in a cost-effective, timely and orderly manner; and

- 20.3.2. Within 30 days, provide to the Fund/Program Manager a narrative and financial reports up to the date of such termination. The financial report must disclose:
- 20.3.2.1. Any costs due before the date of suspension or termination; and
  - 20.3.2.2. Any costs to be expended after the date of suspension or termination which the Grantee incurred in the proper performance of this Grant and which it cannot reasonably be expected to avoid or recover.

#### Suspension or Termination due to breach

- 20.4. The Fund/Program Manager may notify the Grantee of the suspension or termination of this Grant where the activities or budget are not provided to the satisfaction of the Fund/Program Manager. The Fund/Program Manager will give the reasons for such dissatisfaction and, in the case of suspension, the action required by the Grantee to remedy that dissatisfaction and the time within which it must be completed.
- 20.5. Where this Grant Agreement is suspended and the Grantee subsequently fails to remedy the dissatisfaction, the Fund/Program Manager may terminate this Grant forthwith.
- 20.6. This Grant Agreement may be terminated due to breach, including but not limited to the right to claim for costs and losses incurred, where:
- 20.6.1. The Client or the Grantor have reasonable belief that fraud or serious mismanagement has occurred;
  - 20.6.2. The Grantee or any member of the Grantee's Personnel, either directly or through their agents, breaches any of their obligations under this Grant Agreement;
  - 20.6.3. The Grantee or any member of the Grantee's Personnel has committed an offence under the UK Bribery Act 2010 or any similar legislation;
    - 20.6.3.1. The Grantee is an individual or a partnership and at any time:
      - 20.6.3.2. Becomes bankrupt;
      - 20.6.3.3. Is the subject of a receiving order or administration order;
      - 20.6.3.4. Makes any composition or arrangement with or for the benefit of the Grantee's creditors; or
      - 20.6.3.5. Makes any conveyance or assignment for the benefit of the Grantee's creditors.
  - 20.6.4. The Grantee is a company or other similar entity and:
    - 20.6.4.1. An order is made or a resolution is passed for the winding up of the Grantee;
    - 20.6.4.2. A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Grantee; or
    - 20.6.4.3. The Grantee is a partnership or a company and there is a Change in Control.
- 20.7. Where this Grant Agreement is terminated in accordance with this section, the Grantee shall take any steps necessary to terminate the provision of the services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Grant Agreement.
- 20.8. Where this Grant Agreement is terminated pursuant to this section the Grantee shall pay the Grantor within 10 days of notification such amount as the Grantor has determined as the amount of any loss resulting from such termination together with the amount or value of any gift, consideration, or commission concerned.
- 20.9. When this Grant Agreement is terminated pursuant to this section, the Grantor and/or the Client retains the right to recover any funds given to the Grantee under the Grant Agreement which have not been used for the purposes of implementing the Project or cannot be accounted for.

#### Termination when pre-financing

- 20.10. The Fund/Program Manager and/or Client may, at its sole discretion, suspend or terminate this Grant Agreement at any time by so notifying the Grantee if:
- 20.10.1. Any changes occur which, in the opinion of the Grantor or Client, impair significantly the value of the contribution of the Grant towards the Client's policy objectives;
  - 20.10.2. There are changes to the Client's policy priorities within which the Grant is to be delivered;
  - 20.10.3. The Client has terminated the Grantor's contract; or
  - 20.10.4. The funding made available is insufficient for it to continue to finance the Grant.

#### Termination when not pre-financing

- 20.11. The Fund/Program Manager and/or Client may terminate this Grant Agreement, on 30 days notice to the Grantee, if:

- 20.11.1. Any changes occur which, in the opinion of the Grantor or Client, impair significantly the value of the contribution of the Grant towards the Client's policy objectives;
- 20.11.2. There are changes to the Client's policy priorities within which the Grant is to be delivered; or
- 20.11.3. The funding available becomes, or is likely to become, in the Client's sole opinion, insufficient for it to continue to finance the Grant.

## **21. NO EMPLOYMENT OR AGENCY**

- 21.1. Nothing contained in this Grant Agreement will be construed or have effect as constituting any relationship of employer and employee between the Grantor and the Grantee.
- 21.2. Nothing in this Grant Agreement will constitute the Grantee as acting as an agent of the Grantor or the Client. The Grantee will not have any right or power whatsoever to contract on behalf of the Grantor or bind the Grantor in any way in relation to third parties unless specifically authorised to do so by the Grantor and the Grantee will not hold itself out as having any such authority.
- 21.3. Nothing contained in this Agreement will constitute a partnership or joint venture between the Grantor and Grantee.

## **22. ASSIGNMENT OR NOVATION BY THE GRANTOR**

- 22.1. The Grantor may assign, novate or otherwise transfer any of its rights and/or obligations under this Agreement to a) the Client, b) a third party, or c) any replacement supplier of the Program services to the Client. Without limiting the Grantor's right to novate or assign its benefit and burden of this Agreement without any consent of the Grantee being required, the Grantee will, if so requested by the Grantor, give prompt assistance to the Grantor by executing any documents requested by the Grantor to acknowledge or otherwise bring effect to such assignment or novation.

## **23. CODES OF CONDUCT**

- 23.1. The Grantee will comply with the Grantor's Business Partner Code of Conduct or, in the case of an individual Grantee, the Company Code of Conduct. The Grantee acknowledges receiving a copy of the relevant code from the Grantor. As at the date of this Agreement, the Codes are available at <http://thepalladiumgroup.com/policies>
- 23.2. The Grantee will comply with the Grantor's Child Protection Guidelines.

## Annex A: Details of Representatives

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### FUND/PROGRAM MANAGER DETAILS

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#### CONTACT 1

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Name:	<a href="#">Click here to enter text.</a>
Title:	<a href="#">Click here to enter text.</a>
Email:	<a href="#">Click here to enter text.</a>
Phone:	<a href="#">Click here to enter text.</a>

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#### CONTACT 2

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Name:	<a href="#">Click here to enter text.</a>
Title:	<a href="#">Click here to enter text.</a>
Email:	<a href="#">Click here to enter text.</a>
Phone:	<a href="#">Click here to enter text.</a>

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#### CONTACT 3

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Name:	<a href="#">Click here to enter text.</a>
Title:	<a href="#">Click here to enter text.</a>
Email:	<a href="#">Click here to enter text.</a>
Phone:	<a href="#">Click here to enter text.</a>

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### GRANTEE CONTACT DETAILS

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#### CONTACT 1

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Name:	<a href="#">Click here to enter text.</a>
Title:	<a href="#">Click here to enter text.</a>
Email:	<a href="#">Click here to enter text.</a>
Phone:	<a href="#">Click here to enter text.</a>

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#### CONTACT 2

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Name:	<a href="#">Click here to enter text.</a>
Title:	<a href="#">Click here to enter text.</a>
Email:	<a href="#">Click here to enter text.</a>
Phone:	<a href="#">Click here to enter text.</a>

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#### CONTACT 3

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Name:	<a href="#">Click here to enter text.</a>
Title:	<a href="#">Click here to enter text.</a>
Email:	<a href="#">Click here to enter text.</a>
Phone:	<a href="#">Click here to enter text.</a>

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## Annex B: Funding and Payment Terms

This Grant Agreement is subject to unilateral revision by the Grantor and the funding is not guaranteed. This Grant Agreement does not obligate the Grantor to disburse funds for goods or activities that have not been agreed to in writing between the Parties.

For the avoidance of any doubt, it is confirmed that no payments of funding will be disbursed until all requirements relating to such funding (including completion of reporting and Milestones) have been completed in accordance with the terms of this Grant Agreement.

### Additional Funding

The Grantee will notify the Grantor immediately of any offer of funding for the Project from other sources. In case of additional funding from other sources, the Grantee will maintain and provide reports demonstrating the breakdown of funding for each activity to ensure funds are being used judiciously.

### Additional funding in Cost Share Grants

If notated on the Cover Sheet, it is a condition of this Grant Agreement that additional funds in excess of the Grant funds are in place prior to the commencement of each funding year. Any difficulties which arise in securing additional funding must be reported to the Fund/Program Manager. In signing this Grant Agreement, the Grantee declares that these additional funds are:

1. In place: the additional funds are held in an account in the Grantee's name or are committed to them irrevocably and unconditionally (or subject to conditions acceptable to the Grantor) for this project and are expected to be forthcoming for the subsequent years of the project;
2. Free funds unencumbered by any obligation to any third party to repay; and
3. Not derived from funds paid by the Grantor or Client to another organization.

### Additional funding in Self-Funding Grants

If notated on the Cover Sheet, the Grantee has committed to contribute additional funds to implement this Grant. In signing this Grant Agreement, the Grantee declares that these additional funds are:

1. In place: the additional funds are held in an account in the Grantee's name and the Grantee has committed to them irrevocably and unconditionally (or subject to conditions acceptable to the Grantor) for this project and are expected to be forthcoming for the subsequent years of the project; and
2. Free funds unencumbered and unrestricted by any obligation to any third party to repay.

### Payment

The Grantor will not authorize payment unless the Grantee has:

1. Signed and returned a copy of this Grant Agreement to the Fund/Program Manager;
2. Provided appropriate bank details including a method for identifying the Grant funds either in a separate bank account or by project codes; and
3. Complied with all the terms and conditions of this Grant Agreement including the reporting requirements.

The Grantor reserves the right to withhold all or any payments if the Fund/Program Manager has reasonably requested information and/or documentation from the Grantee and the request has not been fulfilled.

All Grant fund figures and amounts are in the Currency of Grant. Actual payment of funds may be in the Payment Currency (if different) on request but the Grantee bears the risk of all foreign exchange rates.

### If payment in Arrears

Payment will be made to Grantee within 30 days of receipt and acceptance of a valid invoice.

### If Milestone payments

Payment will be made to Grantee within 30 days of receipt and acceptance of a valid Milestone completion report.

NOTE: Funding can be withheld until a satisfactory Final report is received and accepted.

## Annex C: Financial restrictions, Management of Funds, Bank Account

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Grantee is required to have a separate bank account for Grant funds.

Yes  No

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Grantee can transfer funds from budget lines within the same subheading without approval.

Yes  No

---

If Yes, Grantee can transfer up to [Click here to enter text.](#)% without approval.

Grantee can transfer funds between separate subheadings without approval.

Yes  No

---

If Yes, Grantee can transfer up to [Click here to enter text.](#)% without approval.

### Management of Funds and Bank Account

The Grantee must retain all funds distributed under this Grant Agreement in the account allocated for the Project as follows:

[Click here to enter text.](#)

If not using a separate project bank account, the Grantee must use a bank account under the name of and controlled solely by the Grantee organisation and no other account.

The Grantee agrees that all funds distributed under this Grant Agreement will be treated as Restricted Funds and at least two representatives of the Grantee organisation will approve all expenditures relating to this Grant Agreement.

The Grantee agrees to disclose any interest gained on the funds in the above listed account and will spend the interest in furtherance of the purpose of this Grant Agreement. The Grantee will not commit any part of the funds distributed under this Grant Agreement for expenditures that occur after the end of the Term.

### Surplus and unspent funds

All funds dispersed under this Grant Agreement must be spent in the financial year for which it was approved. Funds may only be carried over in exceptional circumstances and with the prior written approval of the Fund/Program Manager.

All unspent funds will be included in the Financial Report. Any unspent funds remaining at the end of the Term will be returned to the Grantor unless specifically directed otherwise by the Grantor in writing.

### Recovery of funds

If the Grantor makes an overpayment to the Grantee, and the Grantor notifies the Grantee of this overpayment in writing, the Grantee will repay any overpayment to the Grantor within 30 calendar days of receiving the notice. The Grantor retains the right to recover any funds provided under this Grant Agreement that the Grantee has (1) not used for the purposes of implementing the Project or (2) cannot be accounted for.

## Annex D: Description of Activities and Budget

### Description of Grant Activities

#### Description

<< ENTER DESCRIPTION HERE – Be sure to include a detailed description of the activities including quantity, delivery dates, what the Grantee agrees to provide and what the Grantor agrees to provide including any resources/access to any locations, physical items that may also be provided (eg – reports, training materials, etc.), booking or paying for venue, accommodation, meals, printing costs, travel costs, etc. >>

#### Responsibilities of the Grantee

Click here to enter text.

#### Grantee Deliverables/Outputs/Milestones

Click here to enter text.

#### Responsibilities of the Fund/Program Manager

<<Insert 'None' if there are no specific responsibilities for the Grantor in terms of the Grant>>

### Budget

The Grantee is responsible for ensuring all project expenditures are within the project budget at the time of this agreement. Further, the Grantee is required to provide project budget forecasts to the Fund/Program Manager on the frequency stated and described in Annex E: Reporting.

If permitted as indicated in Annex C, during the course of any financial year, the Grantee may transfer the specified percentage between budget lines of the same subheading without the Fund/Program Manager's approval. Any proposed variation between budget lines of the same subheading, amounting to over the agreed amount must be approved in advance and in writing by the Fund/Program Manager before the budget is changed.

If permitted as indicated in Annex C, during the course of any financial year, the Grantee can transfer the specified percentage between different subheadings without the Fund/Program Manager's approval. Any proposed variation between the budget subheadings amounting to over the agreed amount must be approved in advance and in writing by the Fund/Program Manager before the budget is changed.

The Grantee must inform the Fund/Program Manager as soon as possible if there will be an under/over spend in the agreed annual allocation for the Project. The Grantor cannot guarantee that funds will be available to accommodate any expenditures into subsequent financial years.

The Grantee is responsible for submitting a revised budget (in the same format as the Grantee's original agreed budget) to the Fund/Program Manager for approval. The Grantee should also provide an explanation of the

changes the Grantee have made to the budget, why these changes are necessary and what impact these will have on the project. When the requested budget changes have impact on project outputs and activities, the Grantee must also submit a revised logical framework (or equivalent as agreed with the Fund/Program Manager).

Should the Grantee's revised budget be acceptable and approved by the Fund/Program Manager in writing, the Grantee will be issued with a revised Grant Agreement setting out the new annual allocations for the Project. The Grantee must sign and return this to the Fund/Program Manager within 30 days of receipt.

#### BUDGET DOCUMENT(S)

<<Insert Budget document here>>

## Annex E: Reporting Requirements

All reports must be submitted within 30 days of the end of the reporting period. If Project Progress or Financial Reports are not received within the set deadlines, a written explanation will be required from the Grantee. Where valid justification is not received, suspension of funding may result, and other and/or future funding to the Grantee may be jeopardized.

Where a report is considered to be inadequate, resubmission will be required.

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All reports timeframes will begin starting on <a href="#">Click here to enter a date.</a>
Project plans must be submitted on a <a href="#">Choose an item. basis.</a>
Progress reports must be submitted on a <a href="#">Click here to enter text. basis.</a>
Audited Account reports must be submitted on a <a href="#">Click here to enter text. basis.</a>
Financial reports must be submitted on a <a href="#">Choose an item. basis.</a>
Project budget forecast reports must be submitted on a <a href="#">Choose an item. basis.</a>
The Final Report must be submitted within <a href="#">Click here to enter text. days</a> from the end of the completion of the activities outlined within Grant Agreement and at a minimum <a href="#">Click here to enter text. days</a> before the end of the Term of the Grant Agreement.

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### Asset Reporting

Where applicable, the Grantee will provide an Asset Report outlining the value and lifespan of remaining Significant Assets.

### Progress Reports

Progress Reports will include, but not be limited to (if applicable, templates will be provided by the Fund/Program Manager):

1. Describe the Project activities completed and any obstacles to implementation;
2. Contain an assessment of progress made towards meeting agreed performance KPIs/Milestones as well as clarification of why agreed KPIs/Milestones for the reporting period have not been met and how the Grantee intends to get back on track;
3. When Due Diligence is required, for Due Diligence work done to fulfill these requirements, the report must include a separate management response addressing all of the recommendations made and how they are being fulfilled, including those not specifically mentioned as conditions of this Grant;
4. Success stories/case studies;
5. Any lessons learned that can be replicated and considered as best practices;
6. Any project material produced up to the date of the progress report; and
7. Planned activities (for upcoming month/quarter/year as agreed with the Fund/Program Manager).

### Audited Account Reports

Appropriate and satisfactory audited accounts and/or statements will be acceptable as suitable audit discharge. If the Grantee's Annual Audited Accounts can show the Grant as a separate item of income, the Accounts must be audited by an independent and appropriately qualified auditor, and must show the Grant funding as clearly segregated from other funds. If the Grantee holds more than one Grant from the Client, each Grant must be shown separately.

If the Annual Audited Accounts for the Grantee cannot show the Grant as a separate item of income, a statement showing project funding that is certified by an independent and appropriately qualified auditor, accompanied by the Grantee's annual audited accounts, is required.

The Grantor reserves the right to commission an external audit of the financial reporting provided by the Grantee at any point in the Grant funding period. Where the Grantor exercises this right, the Grantor will bear the cost of such audit.

The Fund/Program Manager reserves the right to conduct additional audits or ascertain additional information where necessary. The Fund/Program Manager has authority to check, verify, and authorize expenditure of

claims through the Program's internal audit process where a sample of Grants are selected to undergo audit. It is a condition of this Grant that, if selected, the Grantee (and all project partners/subcontractors/subawardees) will fully comply with the requirements of the audit. If concerns or irregularities materialize, an on-site visit by the Fund/Program Manager (or agents acting on behalf of the Fund/Program Manager) will be initiated. The Fund/Program Manager (or agents acting on behalf of the Fund/Program Manager) will also be granted access, as required, to all Project sites. Information and access rights should be explicitly included within all arrangements with Project partners/subcontractors/subawardees.

If the Grantee has good reason to suspect fraud or any other misuse of any funds dispersed under this Grant Agreement, it must notify the Fund/Program Manager immediately, explain the steps that are being taken to investigate, and keep the Fund/Program Manager informed of the progress and outcome of the investigation.

The Fund/Program Manager and Client, may, at any time during the term of this Grant Agreement and up to five years after the end of the Grant Agreement, arrange for additional audits, spot checks, and/or inspections to be carried out. These may be carried out by the Fund/Program Manager (or agents acting on behalf of the Fund/Program Manager).

### Financial Reports

The financial reports will include, but not be limited to (if applicable, templates will be provided by the Fund/Program Manager):

1. The Grantee's expenditure for the reporting period reported against the most recent detailed budget agreed by the Fund/Program Manager;
2. The purpose of all expenditures; and
3. The annual audited accounts (as applicable).

### Final Report

At the end of the Grant, an independent evaluation report and a project completion report will be provided by the Grantee. The Final Report will include, but not be limited to (if applicable, templates will be provided by the Fund/Program Manager):

1. Actual performance against the aim of the Grant and whether the aim of the Grant was achieved and, if not, why not;
2. Performance against the Grant Agreement's terms and conditions;
3. An audited statement of receipts and expenditure in respect of the funds dispersed under this Grant Agreement prepared by an approved auditor in compliance with the Jurisdiction's auditing standards. This includes a statement that the financial accounts are accurate and complete, and a balance statement of the funds dispersed under this Grant Agreement;
4. A statement of final payment requirements; and
5. A certificate provided by the Chief Executive Officer or Chief Financial Officer of the Grantee confirming full compliance with this Grant Agreement and that the funds dispersed under this Grant Agreement and any other contributions received were spent for the purpose of the Grant and in accordance with this Grant Agreement.

The Fund/Program Manager may withhold funds from the final year of the Grant until a satisfactory Final Report has been received and all project closure administration is completed.

### Other Reporting

The Grantee must inform the Fund/Program Manager if/when:

1. There are any changes to the Project, including changes to staff or project partner positions;
2. The governing documents change, particularly concerning the Grantee's aims, payments to members and members of the governing body out of the Grantee's assets;

3. The transfer of the Grantee's assets to, or merging or amalgamating with, any other body, including a company set up by the Grantee;
4. A change in the Grantee's governance composition or structure;
5. Any legal claims are made or threatened against the Grantee or its partner organisation(s) which could adversely affect the delivery of the project during the period of the Grant (including any claims made against members of the Grantee's governing body or staff);
6. The Grantee or its partners are the subject of an investigation concerning the Grantee, (or partner organisations), trustees, directors, Personnel or volunteers, carried out by a regulatory body; and
7. If the Grantee's governing body falls below three members.

**Annex F: Special Conditions**

Enter any specific or unique conditions here. If none, please enter "N/A".

## Annex G: Assets and Procurement

### Assets

If the Grantee buys goods with the funds provided through this Grant Agreement and those goods are considered Significant Assets (defined in the Cover Sheet) at the end of the Term, the Significant Assets will be the property of the Client and will not be disposed of except according to the written direction of the Fund/Program Manager.

If the Grantee has an existing process or policy regarding the ownership and disposal of assets, it shall make the Fund/Program Manager aware of this and provide documentation of the process or policy upon request.

During the Term, the Grantee will use Assets only for performance of this Grant Agreement. In the event of any project Asset (including any other project goods and services that are not specified as Asset in this Grant Agreement) being used for other purposes, the Grantee must notify the Fund/Program Manager in writing and the Funder may seek to recover from the Grantee the value of the Asset, goods and services concerned.

The Grantee must:

1. Not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause, without the prior written approval of the Fund/Program Manager;
2. Hold all Assets securely and safeguard them against theft, loss, damage or unauthorised use;
3. Maintain all Assets in good working order;
4. Maintain all appropriate insurances in respect of any Assets;
5. Be fully responsible for, and bear all risks arising in relation to, the use or disposal of any Asset;
6. Establish and maintain an inventory of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description including serial number, Asset location, the proportion of the Funds used to create or acquire the Asset, the Depreciated value of the Asset and (where relevant) details of Asset disposal including the sale price; and
7. As and when requested, provide copies of the register of Assets to the Fund/Program Manager.

If, on the expiration or termination of this Grant Agreement, an Asset has not been fully depreciated the Grantee must, at the option of the Grantor:

1. Pay to the Grantor within 20 Business Days after expiry or termination of this Grant Agreement, an amount equal to the proportion of the value of the Asset following depreciation that is equivalent to the proportion of the purchase price of the Asset that was funded from the Grant;
2. Sell the Asset for the best price reasonably obtainable and pay to the Grantor within 20 Business Days of the date of sale the proceeds of sale, less an amount equal to the sum of the Grantee's proportionate contribution to the purchase price of the Asset and the Grantee's reasonable costs of disposal of the Asset;
3. Use the Asset on such terms and conditions as may be approved in writing by the Grantor; or
4. The Grantee must transfer all Assets to the Grantor.

### Procurement

The Grantee must obtain value for money when using Grant funding to purchase goods and services. The Grantee should also ensure that any procurement using Grant funds adheres to international best practice and that it is transparent, fair and open process. Where the Grantee does not have the skills or capacity to carry out High Value Procurements, a Grantor-approved procurement agent should be used. The Fund/Program Manager will advise on the process to follow.

If the Fund/Program Manager requests information from the Grantee about the use of Grant funding provided under this Grant Agreement for procurement, the Grantee must provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and are cost effective.

## Annex H: Compliance and Anti-corruption

1. The Grantee represents and warrants that neither it nor any of its Personnel is engaged in any practice inconsistent with the rights set forth in the Convention of the Rights of the Child which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.
2. The Grantee further warrants that neither it, nor any of its Personnel is engaged in the sale or manufacture of antipersonnel mines or of components used in the manufacture of such mines.
3. The Grantee further warrants that neither it, nor any of its Personnel is engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the activities under this Grant Agreement.
4. The Grantee further warrants that neither it, nor any of its Personnel is involved in the transportation or provision of services of human beings for purposes deemed illegal in either the country of origin, sale or delivery of the goods being provided under this Grant Agreement.
5. The Grantee further warrants that neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
6. The Grantee will undertake its best effort to ensure that payments provided by the Grantor under the Grant Agreement do not provide direct or indirect support or resources to entities and individuals as may be proscribed under the relevant international and national counter-terrorism legislation and regulations, and are not diverted to support drug trafficking.
7. The Grantee warrants to pay all taxes, duties and charges imposed or levied in the country of which the Grantee is registered and/or in the Country of Implementation, and all taxes, entitlements, other statutory charges and/or any other amount payable to its Personnel in the relevant jurisdiction.
8. The Grantee warrants that neither it, nor any of its Personnel, is engaged in anti-discriminative behaviours on basis of gender, religion and/or ethnicity.
9. The Grantee warrants that it will engage in environmentally sustainable development, promoting conservation and sustainable use of natural resources, conservation of biodiversity and heritage sites, and disaster risk reduction planning, ensuring it is compliant with environmental protection legislation.
10. The Grantee further warrants that it, and its Personnel, will adhere to work health and safety legislative requirements and in doing so, will focus on actions to prevent harm or ensure reasonable care of representatives.
11. The Grantee warrants to promote gender equity and inclusive development ensuring that persons with disabilities, and other disadvantaged or vulnerable groups, are considered in the workplace and in delivering the services.
12. The Grantee warrants that neither it, nor its Personnel, is engaged in any political activity in the relevant country that may negatively impact on this Grant Agreement.
13. The Grantee warrants that neither they nor their Personnel engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; is aware of regulatory prohibitions in the jurisdictions they are engaged; and agrees to develop project specific Trafficking in Persons (TIP) Compliance Plans where government regulations mandate.
14. The Grantee shall ensure that subcontractors are expressly bound by and respect the provisions of this Annex.

15. Any breach of this Annex shall entitle the Grantor to terminate this Grant Agreement and suspend payments that may be due, without liability for termination charges or any other liability of any kind to the Grantor.

#### Anti-Corruption

In carrying out its responsibilities under this Grant Agreement, the Grantee and its directors, officers, Personnel, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

1. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
2. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organisations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
3. Any governmental official or Personnel (including Personnel of state-owned or controlled entities or public international organisations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.

The Grantee shall conduct all activities related to this Grant Agreement in a fair, honest, and transparent manner;

1. The Grantee represents, warrants, and certifies that the Grantee has adopted a policy to prevent corruption and enforces this policy. The Grantee further represents, warrants, and certifies that the Grantee has informed its Personnel, agents, sub-grantees, contractors and subcontractors, suppliers, and other individuals or entities with whom the Grantee does business, of its anticorruption policy. The Fund/Program Manager may request evidence of the anticorruption policy at any time during the Term of this Grant Agreement and the Grantee will provide such evidence within seven (7) days of the request;
2. The Grantee shall immediately inform the Fund/Program Manager if the Grantee becomes aware of any information indicating that any action in breach of this section has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this Grant Agreement;
3. Unless otherwise disclosed in writing to the Fund/Program Manager, the Grantee represents, warrants, and certifies that neither the Grantee, individuals employed by the Grantee, nor their immediate family members, are Public Officials. The Grantee shall immediately notify the Fund/Program Manager in advance if any of the above become a Public Official; and
4. The Grantee shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Grantee makes in connection with this Grant Agreement.

The Fund/Program Manager and the Grantee will immediately and without undue delay inform each other of any event which interferes or threatens to materially interfere with the successful implementation of the Grant, including credible suspicion of or actual fraud, bribery, corruption or any other financial irregularity or impropriety. All suspicions will be treated with the upmost confidentiality.

## Annex I: Definitions

The words used in this Grant Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Grant Agreement, the definition within the Grant Agreement will be controlling.

The following terms or expressions used in this contract have the stated meanings:

“Activities” mean the actions the Grantee is performing to proceed their Project;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Grant Agreement is to be fulfilled;

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or made or recovered against a person and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, donors, customers, affiliates, or agents disclosed to the Grantee or its Personnel by the Grantor either directly or indirectly;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Force Majeure” means unforeseen events not within the control of either Party, including but not limited to, laws or regulations, strikes, lock-outs or industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrection, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts;

“Grant” means a non-contractual one-way transfer of assets to an individual or organisation to fund activities. The characteristics of a Grant are:

- ☐ No financial return;
- ☐ No personal gain or exchange of goods or services, no conflict of interest;
- ☐ Aims towards a specific (often social) impact that benefits society as a whole as well as an individual or group;
- ☐ Is usually, but not always, financial; and
- ☐ Can be given to anyone including individuals, statutory organisations, or private companies.

“Grant Agreement” means this document that governs the allocation of funds by setting out the services or goods to be provided the performance standard expected and the roles and responsibilities of the Grantee and Grantor;

“Grant Material” means all Material:

- ☐ brought into existence or supplied as part of or for the purpose of performing the Grant; or
- ☐ copied or derived from the above Material;

“High Value Procurements” are procurements over the value as stated on the Cover Sheet;

“Insolvency Event” means the Grantee:

- ☐ Goes into liquidation;
- ☐ Has a liquidator, receiver or official manager appointed to it;
- ☐ Becomes bankrupt;
- ☐ Enters into a scheme of arrangement with creditors;

- ⦿ Becomes unable to pay the contractor's debts as they become due; or
- ⦿ Is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above;

"Invoice" means a list of goods or services provided, with a statement of the sum due such that it complies with all relevant laws in the country in which the activities occur;

"Intellectual Property" means rights including, but not limited to, patents, copyrights, and trademarks, with regard to goods and/or services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Grant Agreement;

"Invention/Work(s)" means all data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables;

"Legislative Requirements" means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

"Loss" or "Losses" means any damage, liability, cost or expense including legal expenses;

"Material" includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

"Party" and/or "Parties" means either the Grantor or the Grantee or both collectively;

"Payment Milestone" means an identified deliverable for which the Grantee is entitled to receive a payment in accordance with this Grant Agreement;

"Personal Data" means personal information as defined by the Legislative Requirements governing this Grant Agreement including all Data Protection Legislation;

"Personnel" means the officers, personnel, agents, advisers, contractors and subcontractors (including their respective Personnel) of either party;

"Pre-existing Intellectual Property" means Material or Inventions/Work(s) in existence prior to the date of this Agreement, developed by either Party or an associated entity, and utilised in conjunction with or for developing Project Material;

"Record" means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that records information relevant to the Grant Agreement;

"Regulatory Body" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Grant Agreement or any other affairs of the Grantor or Grantee;

"Restricted Funds" means funds that are required to be used in a specific way, for a specific purpose, and spent within a specific period of time. If the funds are used for something other than what was stipulated the funds may be required to be paid back;

"Significant Asset" is any asset with a value over the value as stated on the Cover Sheet; and

"Third Party Material" means any Material made available by the Grantee for the purposes of this Grant Agreement in which a third party holds Intellectual Property Rights.