

REPAYABLE GRANT AGREEMENT (“Grant Agreement”)

Parties	
Grantor name (“Grantor”)	Click here to enter text.
Grantee name (“Grantee”)	Click here to enter text.
Grantee representative	Click here to enter text.
Program Details	
Program Name (“Program”)	Partnerships for Forests
Head Contract Number (“Head Contract”)	PO 7044
Client Name (“Client”)	Department for International Development, UK
Term of Program	Start: 16/11/2015 End: 16/11/2020
Grant Agreement Details	
Grant Reference Number	P4F-XXXX/X
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: Click here to enter text. <input checked="" type="checkbox"/> Other: If other, please describe here: Milestone Cost-Reimbursement
Grantee Project Name (“Project”)	Click here to enter text.
Country(ies)/Regions of Implementation of Project (“Project Countries”)	Click here to enter text.
Total Grant Award (not to exceed this amount; See Schedules B, C, D and I for further funding details)	Click here to enter text.
Currency of Grant (Head Contract currency)	GBP
Payment Currency	GBP
Effective Date (“Effective Date”)	Click here to enter text.
Term of Grant Agreement (“Term”)	Start date: Click here to enter a date. End date: the earlier of: a) Subject to the terms more fully outlined in Schedules B and E, the Grantor accepting a Notice of Non-Repayment from the Grantee ; or b) the Grantee repaying the Repayable Grant to the Grantor in accordance with Schedule B; c) such sooner termination as may be countenanced in this Grant Agreement.
Repayable Grant (“Repayable Grant”)	As defined in Schedule B
Payment method	Electronic transfer
Payment type	<input type="checkbox"/> Advance <input type="checkbox"/> Arrears <input checked="" type="checkbox"/> Milestone based payment
Grantee funding requirements	<input checked="" type="checkbox"/> Matched Funding: The Grantee is required to ensure that Click here to enter text. of matched

funding is provided to the Project . See Schedule I for more details.

None: No contribution from the Grantee is required or voluntarily committed.

Jurisdiction of Grant ("Jurisdiction")	Click here to enter text.
Records Retention Period	Seven (7) Years
Significant Asset (See Schedule G)	Value over: GBP 500
High Value Procurement (See Schedule G)	Value over: GBP 6,000

Signed for the Grantor:

Signed for the Grantee:

Name:	Click here to enter text.	Name:	Click here to enter text.
Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

Grant Agreement Terms and Conditions

This Grant Agreement is made and is in full force as of the Effective Date between the Grantor and Grantee.

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 or the Project.
- 1.3. The Grantee has represented that they have the necessary skills and capacity to implement the Grantee's Project / Activities outlined in this Grant Agreement according to the Terms and Conditions set out in this Grant Agreement.
- 1.4. The Grantor is entering into this Grant Agreement with the Grantee to assist the Grantee in implementing the Project / Activities as defined in this Grant Agreement as a part of the Program.

2. SCHEDULES, DEFINITIONS, AND INTERPRETATION

- 2.1. This Grant Agreement is structured as follows and comprises all of the following:
 - Cover Sheet
 - Terms and Conditions
 - Schedule A – Details of Representatives
 - Schedule B – Description of Project Activities
 - Schedule C – Funding and Payment Terms
 - Schedule D – Financial restrictions, Management of Funds, Bank Account
 - Schedule E – Reporting Requirements
 - Schedule F – Special Conditions and Head Contract Terms
 - Schedule G – Assets and Procurement
 - Schedule H – Compliance and Anti-corruption
 - Schedule I – Budget and Proposal
- 2.2. The following capitalised terms used in this Grant Agreement are defined in this Clause 2.2:
 - 2.2.1. "Activities" mean the actions the Grantee is performing to proceed with the Project;
 - 2.2.2. "Budget" means the budget contained in Schedule I;
 - 2.2.3. "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;
 - 2.2.4. "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);
 - 2.2.5. "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 a party or its Personnel by the other party either directly or indirectly;
 - 2.2.6. "Day" means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;
 - 2.2.7. "Data Protection Legislation" means all applicable laws relating to the processing of Personal Data and privacy;
 - 2.2.8. "Downstream Associates" means the Grantee's partners/subcontractors/subawardees on the Project (noting such Downstream Associates must be approved in advance by the Grantee);
 - 2.2.9. "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;
 - 2.2.10. "Grant" means the transfer from the Grantor to the Grantee of funds up to the Total Grant Award to fund the Grantee's Project subject to the terms of this Grant Agreement.

- 2.2.11. "Grant Material" means all Material:
 - 2.2.11.1. brought into existence or supplied as part of/for the purpose of performing the Grant;
 - or
 - 2.2.11.2. copied or derived from the above Material;
- 2.2.12. "High Value Procurements" are procurements over the value as stated on the Cover Sheet;
- 2.2.13. "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;
- 2.2.14. "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;
- 2.2.15. "Loss" or "Losses" means any damage, liability, cost or expense including legal expenses;
- 2.2.16. "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;
- 2.2.17. "Party" means either the Grantor or the Grantee and the Grantor and the Grantee are collectively referred to as "the Parties";
- 2.2.18. "Personal Data" means personal information as defined by the relevant laws governing this Grant Agreement including all Data Protection Legislation;
- 2.2.19. "Personnel" means the officers, personnel, agents, advisers, contractors and subcontractors (including their respective Personnel) of either party;
- 2.2.20. "Pre-existing Intellectual Property" means Material or Intellectual Property in existence prior to the date of this Grant Agreement, developed by either Party or an associated entity, and utilised in conjunction with or for developing Project Material;
- 2.2.21. "Project Milestone" means an identified deliverable for which the Grantee is entitled to receive a payment in accordance with this Grant Agreement;
- 2.2.22. "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;
- 2.2.23. "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;
- 2.2.24. "Significant Asset" is any asset with a value over the value as stated on the Cover Sheet; and
- 2.2.25. "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
- 2.3. Where applicable, if there is any inconsistency, whether express or implied from this Grant Agreement or otherwise, between the Special Conditions (Schedule F) and any other part of this Grant Agreement or between the Terms and Conditions and the remainder of the Schedules, the Special Conditions (in the former case) or the Terms and Conditions (in the latter case) prevail to the extent of the inconsistency and subject to any explicit changes to this priority set out in this Grant Agreement.
- 2.4. Clause, schedule and paragraph headings shall not affect the interpretation of this Grant Agreement.
- 2.5. References to clauses and Schedules are to the clauses and Schedules of this Grant Agreement.
- 2.6. References to "this Grant Agreement" or to any other agreement or document referred to in this Grant Agreement mean this Grant Agreement or such other agreement or document as amended, varied, supplemented, modified or novated from time to time, and include the schedules.
- 2.7. References to any party include its successors and permitted assigns.
- 2.8. Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.
- 2.9. This Grant Agreement shall be governed, in respect of all matters relating to its interpretation and implementation, by the laws of the Jurisdiction.

3. TERM, AND ADMINISTRATIVE PROVISIONS

- 3.1. The Agreement will be for the Term identified on the Cover Page. Notwithstanding, the Grantee may still be required to repay the Grant, the Upside and any default interest which remains outstanding at the End Date, where such requirement is outlined in this Agreement.
- 3.2. 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.
- 3.3. Any amendment to this Grant Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.

4. TAXES, DUTIES AND GOVERNMENT CHARGES

- 4.1. Unless approved by the Grantor in writing, the Grantee will not use the funds dispersed under this Grant Agreement to meet the cost of any taxes, duties or similar charges, applied directly or indirectly, by governments or by any public authority, on the Project.

5. HEAD CONTRACT

- 5.1. The Grantee acknowledges that the Head Contract requires that this Grant Agreement adequately protects the interests of the Client and ensures compliance with the Client's requirements.
- 5.2. The Grantee will comply fully with, and will assist the Grantor in complying fully with all the Head Contract Terms outlined in Schedule F in relation to itself and the Grant or any work undertaken or actions taken pursuant to this Grant Agreement, insofar as such terms and conditions are applicable to the Grantee and the Project.
- 5.3. Where the Head Contract Terms 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 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 Grantor with reports to the frequency specified and as detailed in Schedule E. Further, the Grantee, will apply any applicable transparency standards, as defined by the Grantor, including publishing (or allowing to be published) information about this Grant Agreement on the Grantee's, Grantor's or the Client's website. The Grantor may also at its discretion publish details relating to this Grant Agreement or the Grant on websites (including without limitation the UK Government Grants Information System and/or the International Aid Transparency Initiative website).

7. RECORD KEEPING

- 7.1. The Grantee must keep comprehensive written Records in relation 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 Grant Material (if any) and the acquisition and disposal of Assets;
 - 7.1.3. Performance against this Grant Agreement's terms and conditions;

- 7.1.4. 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 Grantor, the Client (or designate), 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 pertinent to the Grant, for the purpose of making audits, examinations, excerpts, and transcriptions. These records will be maintained for the required Records Retention Period 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 Records Retention Period will start from the date of resolution of the dispute).
- 7.3. The Grantee agrees to provide all assistance reasonably requested by the Grantor in respect to any inquiry into or concerning this Grant Agreement. Further, this requirement will also apply to any Downstream Associates of the Grantee.

8. MONITORING AND EVALUATION

- 8.1. The Grantor will supervise the progress of the Grant throughout the Term and reserves the right to:
- 8.1.1. Carry out evaluation visits at times reasonably determined by the Grantor; and/or
- 8.1.2. Appoint an external evaluator.
- 8.2. The method and timing of any evaluation will be at the Grantor's discretion, acting reasonably. The Grantee will make staff available to meet with, answer questions about, and provide management information to the evaluator appointed by the Grantor. The Grantor and the Grantee will undertake a joint review of the Project if the Grantor 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 Grantor may terminate the Grant and this Grant Agreement by written notice to the Grantee.

9. DOWNSTREAM ASSOCIATES

- 9.1. Other than Downstream Associates already listed and approved as part of the Grantee's Grant proposal or in Schedule B, the Grantee will not outsource the performance of any part of the Grant Agreement without prior approval in writing of the Grantor.
- 9.2. The Grantee will make available to the Grantor the full details of any Downstream Associates engaged by the Grantee pursuant to this Grant Agreement, including but not limited to any Agreements or Memorandum of Understanding between the Grantee and any Downstream Associates, at least annually and on request by the Grantor.
- 9.3. In the event that the Grantor 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.
- 9.4. The Grantee is required to ensure that any Agreement or Memorandum of Understanding entered into between the Grantee and any Downstream Associates mirror or passes on the relevant terms, conditions and obligations of the Agreement.
- 9.5. All Downstream Associates are subject to the requirements of this Grant Agreement (including without limitation Schedule H) insofar as the Downstream Associates are involved in the Project.

10. DUE DILIGENCE

- 10.1. The Grantor and/or the Client 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 Grantor and/or the Client to the fullest extent.
- 10.2. 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 Grantor 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 Downstream Associates of the Grantee.
- 10.3. The Grantee will continue to regularly assess the internal controls and systems of any Downstream Associates. These assessments will be shared with the Grantor upon request and must include assessment of the following:

- 10.3.1. the reliability, integrity and efficiency of the Downstream Associate's controls, systems and processes including compliance with relevant legislation, regulations, rules, policies and procedures;
 - 10.3.2. whether the Downstream Associate can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
 - 10.3.3. the Downstream Associate's ability to correctly manage and account for Grant funds and assets as well as its financial health; and
 - 10.3.4. where appropriate, whether the Downstream Associate has sufficient capacity and capability to properly monitor and control their business.
- 10.4. With reference to 10.3, the Grantee may at any time be required to provide the Grantor with evidence of satisfactory initial due diligence and/or satisfactory ongoing monitoring having been conducted on the Downstream Associates to demonstrate that there are eligible for and capable of managing the funds and/or responsibilities assigned to them. Inability to provide this information may result in the Grantor withholding payment in accordance with the provisions of Schedule C.

11. PAYMENT

- 11.1. Payment will be made according to the terms of this Grant Agreement.

12. DUTIES 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 Schedule H;
 - 12.1.8. comply with and ensure its Personnel comply with all relevant laws affecting the performance of the Grant, including Data Protection Legislation and all relevant laws, official protocols and procedures of the Jurisdiction;
 - 12.1.9. The Grantee will develop and maintain an up to date risk register that, as a minimum, enables individual risks to be clearly identified, an assessment of their likelihood and impact, how they will be dealt with and escalated and who is responsible for monitoring and reporting on them; and
 - 12.1.10. The Grantee will manage all risks in relation to the Project unless otherwise agreed as part of the risk register and in writing with the Grantor.
- 12.2. The following additional provisions apply in connection with the Grantee's Personnel:
 - 12.2.1. The Grantee will ensure their Personnel fulfil the purpose of this Grant Agreement in accordance with the terms and conditions of this Grant Agreement;
 - 12.2.2. All Personnel will be vetted in accordance with best practice and the requirements of the Business Partner Code of Conduct defined in Clause 23;
 - 12.2.3. 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;
 - 12.2.4. 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

12.2.5. 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 giving of the Grant, the Program, the Project or to fulfil the Grantor's obligations to the Client.
- 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 any relevant government authorities 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 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. It has no undeclared significant deficiency related to the performance of any of any substantive requirement or obligation under any prior Agreement with the Grantor or Client;
 - 14.1.5. It has not applied for or been awarded any duplicate funding to carry out the Activities;
 - 14.1.6. Its Personnel have the necessary experience, skill, knowledge, qualifications, expertise and competence to perform the Activities under this Grant;
 - 14.1.7. 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;
 - 14.1.8. It will not knowingly perform activities, spread information or engage in other such actions which could or will endanger the reputation of the Client or Grantor;
 - 14.1.9. It will notify the Grantor as soon as it becomes aware of any event, issue or circumstance which could or will endanger the reputation of the Client or the Grantor;
 - 14.1.10. 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;
 - 14.1.11. 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
 - 14.1.12. 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 relevant laws 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 in order to fulfil the purposes of the Grant 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 relevant laws 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 Grantor 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 Grantor and Client's transparency commitments, the Grantee gives consent to this Grant Agreement (and any subsequent amendments) to be published on the Grantor 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.
- 17.3. All Grantee Personnel or contractors engaged pursuant to this Grant Agreement will come under the duty of care of the Grantee.
- 17.4. The Grantee will be responsible for all security arrangements and the Grantor accepts no responsibility for the health, safety and security of individuals or property whilst performing under this Grant Agreement.

18. INSURANCE

18.1. The Grantee confirms that it has such insurance in place as is necessary for the normal conduct of its activities and in compliance with the laws of its registration and also the Project Countries. 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 sent to the other Party's Representative at the address specified in Schedule A 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. The preceding two sections will not apply to fraud, the recovery of funding, or the investigation into an alleged breach by the Grantee.

20. SUSPENSION OR TERMINATION

Termination for Force Majeure

20.1. Either Party may terminate this Grant Agreement by giving 30 days' notice to the other if there is a Force Majeure event 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 also instead 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.

20.3. Where this Grant has been suspended or terminated in accordance with this clause, the Grantee shall:

20.3.1. Take such steps as are necessary to terminate the provision of the Activities (including suspending or terminating any agreements with Downstream Associates) in a cost-effective, timely and orderly manner; and

20.3.2. Within 30 days, provide to the Grantor 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.

20.4. Where this Grant has been terminated in accordance with Clauses 20.1 or 20.2, the Grantor may recover funds under this Grant Agreement which have not been used (or not yet used) for the purposes of implementing the Project and/or which cannot be accounted for. In addition, the Repayable Grant, the Upside and any accrued but unpaid default interest with respect thereto shall remain due in accordance with the provisions in Schedule B should the Repayment Event occur and payable/repayable at the option of the Grantor and/or the Client. Notwithstanding the terms of this clause, the Grantor (at its sole discretion) may accept a notice of non-repayment from the Grantee in accordance with the provision of Schedule B.

Suspension or Termination due to breach or dissatisfaction

- 20.5. The Grantor 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 Grantor or the Grant outputs are not achieving the agreed objectives, impact, and delivery. The Grantor 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.
- 20.6. Where this Grant Agreement is suspended and the Grantee subsequently fails to remedy the dissatisfaction, the Grantor may terminate this Grant forthwith.
- 20.7. This Grant Agreement may also be terminated due to breach, including but not limited to the right to claim for costs and losses incurred, where:
- 20.7.1. The Client or the Grantor has reasonable belief that fraud or serious mismanagement has occurred;
 - 20.7.2. 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;
 - 20.7.3. The Grantee or any member of the Grantee's Personnel has committed an offence under relevant anti-corruption legislation;
 - 20.7.4. The Grantee is an individual or a partnership and at any time:
 - 20.7.4.1. Becomes bankrupt;
 - 20.7.4.2. Is the subject of a receiving order or administration order;
 - 20.7.4.3. Makes any composition or arrangement with or for the benefit of the Grantee's creditors; or
 - 20.7.4.4. Makes any conveyance or assignment for the benefit of the Grantee's creditors.
 - 20.7.5. The Grantee is a company or other similar entity and:
 - 20.7.5.1. An order is made or a resolution is passed for the winding up of the Grantee;
 - 20.7.5.2. A receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Grantee; or
 - 20.7.5.3. There is a change in control of the Grantee
- 20.8. Where this Grant Agreement is terminated pursuant to clauses 20.5 to 20.7, the Grantee will 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.
- 20.9. Where this Grant Agreement is terminated pursuant to clauses 20.5 to 20.7, the Grant (including but not limited to the Repayable Grant), the Upside and any accrued but unpaid default interest with respect thereto shall become immediately due and payable/repayable at the sole discretion of the Grantor and/or the Client. The Grantee will repay the amounts within 30 days of such termination.
- 20.10. In addition to its obligations under clause 20.9, where this Grant Agreement is terminated pursuant to clause 20.7.3 the Grantee will 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 (including, where applicable, the amount or value of any wrongfully given gift, consideration, or commission).

Termination for discretion or other events

- 20.11. The Grantor and/or Client may, at its sole discretion, suspend or terminate this Grant Agreement at any time by so notifying 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;
 - 20.11.3. The Client has terminated the Grantor's contract;
 - 20.11.4. The funding made available is insufficient for it to continue to finance the Grant; or
 - 20.11.5. Another ground specified in this Grant Agreement allows it to, or otherwise at its sole discretion (i.e. for any or no reason).
- 20.12. Where this Grant has been terminated pursuant to clause 20.11, the Grantor may recover funds under this Grant Agreement which have not been used (or not yet used) for the purposes of implementing the Project and/or which cannot be accounted for. In addition, the Repayable Grant, the Upside and any accrued but unpaid default interest with respect thereto shall remain due in accordance with the provisions in Schedule B should the Repayment Event occur and payable/repayable at the option of the Grantor and/or the Client. Notwithstanding the terms of this clause, the Grantor (at its sole discretion)

may accept a notice of non-repayment from the Grantee in accordance with the provision of Schedule B.

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 Grant Agreement will constitute a partnership or joint venture between the Grantor and Grantee.

22. SURVIVAL

The following clauses shall survive this Agreement:

- Head Contract
- Reporting and Record Keeping
- Grant Material and Intellectual Property Rights
- Confidentiality
- Publicity and Promotion
- Liability and indemnity
- Insurance
- Notices and Dispute Resolution
- Termination
- Any provision in Schedule B requiring the Grantee to repay an amount to the Grantor

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 (Compliance Policy). The Grantee acknowledges receiving a copy of the relevant code from the Grantor.
- 23.2. The Grantee will comply with the Grantor's Child Protection Guidelines.
- 23.3. As at the date of this Grant Agreement, the Codes and the Guidelines mentioned above are available at <http://thepalladiumgroup.com/policies>

Schedule A: Details of Representatives

GRANTOR DETAILS	
CONTACT 1	
Name:	[PO]
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	[RO]
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Andrew Sutherland
Title:	Senior Manager – Operations
Email:	andrew.sutherland@thepalladiumgroup.com
Phone:	+44 (0)1275 811 345

GRANTEE CONTACT DETAILS	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

Schedule B: Description of Project 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

[Insert rest of the responsibilities or details here]

Repayable Grant Mechanism

Definitions

“Repayable Grant” means [X%] of the Total Grant Award (being [£X]) received and spent by the Grantee, which may be repayable to the Grantor on the terms and conditions set out herein.

“Repayment Event” means the Grantee or the Project achieving:

[Select one of these options or advise further:]

- Fund Investment Close / Fund Financial Close, herein defined as [X] and evidenced by [X].
- Early Stage Project Investment, herein defined as [EITHER the execution of a Joint Development Agreement OR the execution of an Equity Investment Agreement] and evidenced by [X].
- Project Financial Close, herein defined as [the first disbursement of the senior loan facility after the Financing Arrangements for the Project became effective] and evidenced by [X].
- Securing Working Capital, herein defined as [the first disbursement of a loan facility after the execution of a Working Capital Loan Agreement] and evidenced by [X].
- [If other, specify]

“Threshold” means the target private sector investment of [£X] for the Grantee or the Project to receive.

This is based on the [Financial Model or Budget] provided by the Grantee in the Proposal at Schedule I.

Repayment of Repayable Grant on Repayment Event

If the Repayment Event occurs, and the Threshold is reached, the Grantee will repay the Repayable Grant to the Grantor within 30 (thirty) Business Days of the occurrence of the Repayment Event.

Repayment of Repayable Grant on Repayment Event if Threshold is exceeded

In the event that the Grantee or Project receives an amount that is greater than the Threshold upon the Repayment Event the Grantee also agrees to pay to the Grantor an additional amount up to [X]% of the Repayable Grant received and spent by the Grantee (the “Upside”). The actual amount of the Upside shall be the percentage of the Repayable Grant equivalent to the percentage the amount the Grantee receives upon the Repayment Event was greater than the Threshold (e.g. if £10 million was the expected Threshold and £15 million was actually received, the Upside due shall be 50% of the Repayable Grant). The Grantee will pay such amount to the Grantor within 30 (thirty) Business Days of the Repayment Event.

For the avoidance of doubt, any amounts in excess of the aggregate of the Repayable Grant, the Upside and any default interest incurred by the Grantee pursuant to the below may be retained by the Grantee.

If Repayment Event occurs but Threshold is not reached

In the event that the Repayment Event occurs but the Threshold is not reached, and/or the Grantee is in its reasonable opinion only able to repay a partial amount of the Repayable Grant, the Grantee shall set out in their Final Report the amount of the Repayable Grant that they are able to repay. Should the Grantor accept that the Grantee is only able to repay a partial amount of the Repayable Grant, Grantor (at the sole discretion of the Grantor) may reduce the percentage of the Total Grant Award that forms the Repayable Grant accordingly. The Grantor agrees that it shall not act unreasonably when determining the amount of the Repayable Grant that the Grantee is able to repay.

Material variances in Financial Model or Budget

In the event that any of the information relating to the Grantee’s ability to repay the Repayable Grant in the [Financial Model or Budget] provided by the Grantee in the Proposal at Schedule I differs from the information provided in the Final Report in such a way that, in the reasonable opinion of the Grantor, the percentage of the Total Grant Award forming the Repayable Grant should be increased, the Grantee agrees

that the Grantor (at the sole discretion of the Grantor) may increase the percentage of the Total Grant Award that forms the Repayable Grant accordingly.

Interest

If the Grantee shall default in any payment due to the Grantor of any amount under this Grant Agreement having received the corresponding amount upon occurrence of the Repayment Event, the Grantee shall pay default interest on such overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of 5.5% per annum. Should any amounts remain due after 365 days following default, the default interest will increase to 10% per annum and be payable from this point until the actual date of payment.

Notice of Non-repayment

Except in the case of early termination pursuant to clauses 20.5 to 20.7, at any time, if the Grantee, in its reasonable opinion, believes that it will not be able to achieve the Repayment Event then it may issue a 'Notice of non-repayment'. Such notice must be in writing from the Grantee, stating that in its reasonable opinion, it is unable to achieve the Repayment Event identified in Schedule B and have no other means of repaying all or any part of the Repayable Grant.

Prior to accepting the notice, the Grantor reserves the right to request any evidence or supporting information that it may reasonably need to verify the accuracy of the notice, including (but not limited to) an audit of the Grantee. The provisions in Schedule E relating to additional reports and audits shall apply and the Grantee agrees to provide all assistance reasonably requested by the Grantor.

Should the Grantor accept the written notice, the Grantor and/or the Client shall not recover the Repayable Grant or other amounts from the Grantee unless otherwise permitted under this agreement. Without limitation, the Grantor may recover funds under this Grant Agreement which have not been used (or not yet used) for the purposes of implementing the Project, which cannot be accounted for, or where the Grantee has breached a provision of this Agreement). In this event, the Grantee will repay the Grantor in accordance with the provisions of Clauses 20.9-20.10, on request from the Grantor.

Order of payments

All payments to the order of the Grantor or its designee shall be first credited against default interest (if any), then to the Upside with the excess (if any) applied to the repayment of the Repayable Grant.

Project Budget and Matched Funding

The Grantee will manage the Project within the Budget listed in Schedule I. If the Financial reports submitted by the Grantee in accordance with Schedule E show that at any point during the Term of the Grant Agreement the actual amount of Matched Funding provided to the Project by the Grantee and (if relevant) their Downstream Associates has in the reasonable opinion of the Grantor varied significantly from the expected amount of Matched Funding set out in the Budget at Schedule I, the Grantor reserves the right to reduce the amount of the Total Grant Award available to the Grantee accordingly so that the ratio of Grant to Match Funding remains as set out in the Budget at Schedule I. The inability of the Grantee to produce satisfactory evidence for any match-funding provided to the Project may result in the Grantor considering the unevicenced Match Funding to have not been provided to the Project.

Grantee Deliverables/Outputs/Milestones

Click here to enter text.

Responsibilities of the Grantor

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

The budget for the activities and a copy of the Grantee's proposal [delete this wording if proposal is not included in the Agreement] are in Schedule I.

Schedule C: Funding and Payment Terms

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.

Payment to the Grantee is and timescales related to payment to the Grantee are conditional on the corresponding amount of funding being received by the Grantor from the Client within the expected timescales under the Head Contract.

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. Where it is identified that duplicate funding has been sought or received for some or all of the Activities, the Grantor reserves the right to withhold part or all of the Grant that is related to those same Activities.

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 Grantor. 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 Grantor;
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 Grantor 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.

Invoices or requests for payment to the Grantor should be sent to:
<<Insert details of Palladium person for invoices here>>
Or such other method as nominated by the Grantor in writing from time to time.

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.

Schedule D: Financial restrictions, Management of Funds, Bank Account

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

Yes No

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

Yes No

If Yes, Grantee can transfer up to 10% 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:

<<Insert bank account details here>>

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 on the Activities for which they were approved and in any relevant timeframe specified by the Grantor.

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.

Schedule 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.

All reports timeframes will begin starting on Click here to enter a date.
Project plans must be submitted on a quarterly basis.
Progress reports must be submitted on a quarterly basis.
Audited Account reports must be submitted on an annual basis.
Financial reports must be submitted on a quarterly basis.
Project budget forecast reports must be submitted on a quarterly basis.
The Final Report must be submitted on the sooner of: a. within 10 days after the Repayment Event outlined in Schedule B; b. alongside written notice from the Grantee stating that in the reasonable opinion of the Grantee they are unable to achieve the Repayment Event identified in Schedule B; or c. contemporaneously with a different End Date (if any)

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 Grantor):

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. Contain an assessment of progress made toward the Repayment Event, the likely date of the Repayment Event, and the likely result of the Repayment Event.
4. 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;
5. Success stories/case studies;
6. Any lessons learned that can be replicated and considered as best practices;
7. Any project material produced up to the date of the progress report; and
8. Planned activities (for upcoming month/quarter/year as agreed with the Grantor).

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 Grantor reserves the right to conduct additional audits or ascertain additional information where necessary. The Grantor 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 Downstream Associates) will fully comply with the requirements of the audit. If concerns or irregularities materialize, an on-site visit by the Grantor (or agents acting on behalf

of the Grantor) will be initiated. The Grantor (or agents acting on behalf of the Grantor) will also be granted access, as required, to all Project sites. Information and access rights should be explicitly included within all arrangements with Downstream Associates.

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 Grantor immediately, explain the steps that are being taken to investigate, and keep the Grantor informed of the progress and outcome of the investigation.

The Grantor 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 Grantor (or agents acting on behalf of the Grantor).

Financial Reports

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

1. The Grantee's expenditure for the reporting period reported against the most recent detailed budget agreed by the Grantor;
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 if requested by the Grantor. The Final Report will include, but not be limited to (if applicable, templates will be provided by the Grantor):

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.
6. A certificate provided by the Chief Executive Officer or Chief Financial Officer of the Grantee confirming either:
 - (a) the occurrence and results of the Repayment Event, along with the relevant supporting evidence identified in Schedule B;
 - (b) that the Grantee is unable to achieve the Repayment Event and have no other means of repaying all or any part of the Repayable Grant, along with supporting evidence;

The Grantor may request whatever additional evidence it reasonably requires to verify this certificate, including (but not limited to) an additional audit of the Grantee carried out in accordance with provisions of Schedule E.

The Grantor may withhold the final payment of the Grant until a satisfactory Final Report has been received and all project closure administration is completed.

Other Reporting

The Grantee must obtain the Grantor's consent 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 relevant government authority; and
7. If the Grantee's governing body falls below three members.

Schedule F: Special Conditions and Head Contract Terms

Special Conditions

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

Head Contract Terms

1. The Client's Standard Terms and Conditions The Standard Terms and Conditions for suppliers are available from the DFID website:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/411229/DFID_Standard_Terms_and_Conditions-march15.pdf
2. DFID Statement of Priorities and Expectations for DFID's Supplier and Partner Relationships (including Suppliers; Private Sector Partners, NGOs) which is available from the DFID website:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/504844/Statement-priorities-Expectations-March2016.pdf

Schedule 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 Grantor.

If the Grantee has an existing process or policy regarding the ownership and disposal of assets, it shall make the Grantor 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 Grantor 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 Grantor;
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 Grantor.

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 (defined as the Palladium Procurement Guidelines or another procurement practise proposed by the Grantee and approved by the Grantor) 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, or if the Grantor directs so, a Grantor-approved procurement agent should be used. The Grantor will advise on the process to follow.

If the Grantor 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.

Schedule H: Compliance and Anti-corruption

The Grantee hereby represents and warrants that:

- a) The Grantee represents, warrants, and certifies that the Grantee has adopted a policy to prevent corruption (“anticorruption policy”) in the conduct of business and enforces this policy. The Grantee further represents, warrants, and certifies that the Grantee has informed its Personnel, Downstream Associates, and other individuals or entities with whom the Grantee does business, of its anticorruption policy. The Grantor 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 7 days of the request.
- b) In carrying out its responsibilities under this Grant Agreement, the Grantee and its Personnel, have not and shall not pay, offer or promise to pay, or authorise the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:
 - i. 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;
 - ii. 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
 - iii. Any governmental official or employee (including employees 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.
- c) Neither it, nor any of its Personnel is engaged either directly or indirectly in terrorism, or in the finance or support to terrorists.
- d) It will undertake its best effort to ensure that payments provided by the Grantor under this 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.
- e) It shall conduct all activities related to this Grant Agreement in a fair, honest, and transparent manner.
- f) It shall immediately inform the Grantor if the Grantee becomes aware of any information indicating that any action in breach of this Schedule 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.
- g) Unless otherwise disclosed in writing to the Grantor, neither it, nor individuals employed by it, nor their immediate family members, are Public Officials. The Grantee shall immediately notify the Grantor in advance if any of the above become a Public Official.
- h) It and its Personnel will not engage in or support trafficking activities, procuring of commercial sex acts or using forced labour; are 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.
- i) It is aware that the Grantor is committed to upholding the values and purpose of the UN Convention on the Rights of the Child, which requires that Children will be protected from performing any work that is likely to be hazardous, interfere with a Child’s education, or are harmful to a Child’s physical, mental, spiritual, moral or social health. Regardless of the jurisdiction in which the Grantee is registered or doing business, these activities are prohibited.
- j) It shall include these, or substantially similar, provisions in all subcontracts or other agreements the Grantee makes in connection with this Grant Agreement.

Any breach of this Schedule 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.

Schedule I: Budget and Proposal [Delete the reference to 'Proposal' if not relevant]

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 Grantor on the frequency stated and described in Schedule E: Reporting.

If permitted as indicated in Schedule C, during the course of the Term of the Agreement, the Grantee may transfer the specified percentage between budget lines of the same subheading without the Grantor'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 Grantor before the budget is changed.

If permitted as indicated on the Schedule C, during the course of the Term of the Agreement, the Grantee can transfer the specified percentage between different subheadings without the Grantor'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 Grantor before the budget is changed.

The Grantee must inform the Grantor 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 additional expenditures.

The Grantee is responsible for submitting a revised budget (in the same format as the Grantee's original agreed budget) to the Grantor 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 Grantor).

Should the Grantee's revised budget be acceptable and approved by the Grantor 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 Grantor within 30 days of receipt.

[Drafting note: the document is unlocked from this point onwards and you can insert a budget and/or the Grantee's proposal however required]

BUDGET DOCUMENT(S)

<<Insert Budget document here>>

GRANTEE'S PROPOSAL