



Insert Institution's Logo

PROJECT GRANT AGREEMENT

BETWEEN

**THE INTERNATIONAL CENTRE OF INSECT PHYSIOLOGY AND ECOLOGY (*icipe*)
P.O. BOX 30772 – 00100
NAIROBI, KENYA**

AND

NAME AND ADDRESS OF INSTITUTION

FOR

THE IMPLEMENTATION OF (Indicate type of Grant),

PROJECT TITLE

GRANT REF:

**UNDER THE AFRICA REGIONAL SCHOLARSHIP AND INNOVATION FUND FOR
APPLIED SCIENCES, ENGINEERING AND TECHNOLOGY**

PROJECT GRANT AGREEMENT

This Agreement is made BETWEEN the **International Centre of Insect Physiology and Ecology** of P.O. Box 30772 – 00100 Nairobi, Kenya (herein after referred to as “*icipe*”) which expression shall where the context so permits include its assignees and successors) on the one part AND the **XXX (Name of Instituion and address)** (here in after referred to as the “**Recipient**” which expression shall where the context so permits include its assignees and successors) on the other part.

Hereafter designated individually as the “Party” and collectively as the "Parties".

PREAMBLE:

- A. *icipe* is an international research organization incorporated by Charter and having privileges and immunities in the Republic of Kenya. *icipe*'s research is directed towards contributing to the development of sustainable management of arthropod pests and improved utilization of beneficial ones, and the strengthening of scientific and technological capacities of developing countries in arthropod science and its application through training and collaborative work. *icipe* is the appointed Regional Coordinating Unit of the Regional Scholarship and Innovation Fund (RSIF) for applied sciences, engineering and technology. For more information about RSIF visit www.rsif-paset.org.
- B. Brief description of Recipient
- C. In response to the RSIF Research Award Call for Proposals that closed on January 20, 2020, the Recipient submitted a proposal for a project titled *xxx Grant REF: xxx* (hereinafter referred to as “**the Project**”), which was competitively selected and awarded this Grant by the PASET Executive Board.

NOW THEREFORE, Parties herein have agreed to meet the requirements of this Agreement as set out under the following terms and conditions:

Article 1. Interpretation

In this Agreement the following words and phrases shall have the following meanings:

- “**Background Intellectual Property**” means the Intellectual Property owned or controlled by either of the Parties prior to the Commencement Date of this Agreement;
- “**Commencement Date**” means the date of the last signature to be appended on this Grant Agreement;
- “**Confidential Information**” means all data and information designated as confidential by either Party in writing or which ought to be considered as confidential (however it is conveyed or on whichever medium it is stored) together with all other information which relates to the business, affairs, developments, and personnel of either Party that was or is exchanged

between the Parties in connection with the preparation and performance of this Agreement and information which may reasonably be regarded as Confidential Information of the Disclosing Party;

“Completion Date”

means **xx months** from the date of the last signature to be appended on this Grant Agreement;

“Eligible Expenditure”

means expenditure in relation to the funded activities that complies in all respects with the approved Budget and the Research and Innovation Grants Manual as shall be updated;

“Equipment”

means an asset, tool and machinery which the Recipient may use in order to conduct research and any other activity that is necessary to deliver the Project for which funding is provided under this Agreement valued at USD 1,000 or more at the time of purchase.

“Funded Activities”

means the activities set out in the Approved Project Proposal, Annex 1 of this Agreement;

“Force Majeure”

means any circumstances beyond the reasonable control of any Party;

“Foreground Intellectual Property”

means all Intellectual Property generated by any Party in performance of the Project;

“Intellectual Property”

means intellectual property of any description including but not limited to all inventions, works of authorship, concepts, designs, developments, drawings, hardware, improvements, information, specifications, formulae, , discoveries, know-how, data, processes, methods, software techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above;

“Prohibited Act”

means offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for: doing or not doing (or for having done or not having done) any act in relation to the performance of this agreement; showing or not showing favour, or disfavour to any person in relation to this agreement; or committing an offence under any law that creates offences in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud;

“Unspent Funds”

means any funds paid to the Recipient which remains unspent and uncommitted at the end of the Project contractual term;

“Work Plan”

means the work to be performed, the services to be provided and the activities to be carried out by the Recipient.

Article 2. Amount and Purpose of the Grant

- 2.1 *icipe* hereby awards the Recipient a Grant of **xxxx (grant amount)** . The Recipient shall use the Grant exclusively for expenditures within the approved Project Proposal (Annex 1), the approved budget (Annex 2), the approved full project life work plan (Annex 3) and approved result matrix (Annex 4) which form an integral part of this Agreement.
- 2.2 The Grant is made available for a period of **xx** years effective from the day after the last of the two Parties sign this Agreement, on condition that, *icipe* receives funding under the RSIF and the Recipient co finances the Project with a matching grant equivalent to **xx (amount)** of this Grant as per the approved budget. Expenditures incurred hereunder that are to be financed by other grants will not be financed from the Grant funds. Excess expenditure shall not be acceptable.
- 2.3 Funds allocated to one budget category shall not be transferred to another budget category without the express prior approval of *icipe*. Budget reallocations of not more than 10% on each budget item are allowed without prior approval of *icipe*.
- 2.4 Funds not utilized as a result of termination of this Agreement or after the completion of the Project, including interest accrued, shall be remitted to *icipe* in the contract currency and within three months of such termination or Project completion date. Any bank charges for the transfer of funds remitted by the Recipient to *icipe* will be met by *icipe*.
- 2.5 The Recipient may pass on some funds awarded under this Grant Agreement to third parties on condition that *icipe* is notified of such a third party before passing on any of the funds, and the terms and conditions of this Grant Agreement are applied equally to the contractual relationship between the Recipient and the third party, in particularly those relating to the use of the Grant and to the disbursement and the reporting procedures. The recipient shall also ensure that such third party does not pass on funds received or any part thereof to other recipients.

Article 3. Project Leadership

For the proper management and implementation of project activities under this Agreement, the approved Project proposal shall be under the technical direction of the Project Leader and the team set out under Annex 1. Any proposed change of the Project Leader shall be subject to prior information and consultations with *icipe*.

Article 4. Implementation of the Project

- 4.1 The Recipient shall ensure that the Project is implemented on schedule, within the agreed budget, and that appropriate monitoring of the Project is undertaken including the monitoring and management of performance of the collaborating partners in such a way as to achieve its objectives.
- 4.2 The Recipient shall ensure that it has an effective governance structure, management tools, processes and systems in place to carry out, manage, complete and deliver the Project outcomes. Critical personnel or suitably qualified replacements as identified in the Project Proposal shall be available for the term of the Project to take part in the Project implementation activities as specified in the Project Proposal.

Article 5. Fund Disbursements

- 5.1** Upon receipt of the signed Grant Agreement and an official letter from the Recipient requesting for the first instalment *icipe* shall duly authorise the disbursement of the first instalment of the Grant based on the approved annual Budget and Work Plan. The percentage of disbursement may however vary depending on the risk as determined from the financial assessment of the Recipient.
- 5.2** All payments shall be directly to the Recipient's institutional bank account with a reputable bank in the Recipient's country with the Recipient's name being reflected as the Account Name as specified below:
- Bank Name:**
Account Name:
Account Number:
Swift Code:
IBAN (if applicable):
Currency of the account:
- 5.3** The Recipient shall be responsible to inform *icipe* of any changes to their banking information.
- 5.4** Subsequent disbursements shall be on an annual basis, contingent upon submission of a half yearly technical progress and financial reports on the utilization of funds previously disbursed, indicating the use of at least 75% of the previous disbursement, less the unspent funds as reported by the Recipient, and any ineligible expenses disallowed by *icipe* subject to *icipe* notifying the Recipient.
- 5.5** An amount equivalent to 10% of the Grant shall be withheld and be disbursed as soon as all obligations by the Recipient arising from this Agreement, especially those relating to reporting with evidence of the use of funds including matching funds, for the stipulated purpose have been met.
- 5.6** All Project funds received by the Recipient must be accounted for in a distinct bookkeeping process that accounts for the funds separately or sufficiently identifies the funds within the Recipients' financial records. *icipe* may at any time request a financial statement from the Recipient accompanied by certified balances of the Project's bank accounts
- 5.7** The amount of Grant available could be varied should funds available from RSIF be reduced. The Recipient shall declare any foreign exchange gains and losses. Any interest the funds may yield shall be separately accounted for in the financial report and may be utilized within the Project after approval by *icipe*. Interest not utilized within the Project shall be repaid to *icipe*.
- 5.8** *icipe* reserves the right to withhold all or any payments of the fund if it has reasonably requested information and/or documentation from the Recipient and this has not been provided to *icipe* within the timeframe reasonably required.
- 5.9** For any expenditure incurred by *icipe* on behalf the Recipient specific to the budget category, *icipe* will deduct the amount from the periodic disbursement provided that sufficient details of the expenditure to be incurred and deducted and the reason for deduction is communicated in writing to the Recipient before it is incurred and deducted.
- 5.10** Without prejudice to *icipe*'s other rights and remedies, *icipe* may withhold or suspend payment of any funds due to the Recipient and/or require the Recipient to repay any unspent funds if the

Recipient is wound up or goes into liquidation, administration, receivership or bankruptcy, or enters into any compromise or other arrangement of its debts with its creditors. If any of the money is held by the Recipient’s contractors, the Recipient must attempt to recover those sums from its contractors.

Article 6. Reporting

6.1 The Recipient shall provide a comprehensive bi-annual financial and technical progress reports to *icipe*, to enable *icipe* monitor the Project implementation and identify any associated risks. A detailed description of the required financial and technical progress reports is included in the RSIF Research and Innovations Grants Manual and Procedures (2019) available at www.rsif-paset.org.

6.2 The reports shall be submitted by the Project Leader accompanied by certified copies of the original support documents such as invoices and receipts for the expenses reported; duly signed by the authorized officers of the Recipient, and submitted electronically through an online platform provided by RSIF or on email to rsifgrants@icipe.org, as follows;

Report Type	Reporting Period	Report Due Date
Bi-annual Financial & Technical Progress Reports	November 1 st to April 30 th	May 31 st
	May 1 st to October 31 st	November 30 th

The Reports submitted by the 30th of November shall be accompanied by payment requests for the next disbursement for the following year

6.3 The bi-annual financial reports shall be prepared in line with the template provided under Annex 5.1 based on the budget for the reporting period and in compliance with all applicable accounting standards. The bi-annual technical progress reports shall be prepared in line with the template provided under Annex 5.2. The report shall describe the Project activities completed and the results achieved. It shall include any publications, relevant reports, press releases and updates on Project implementation.

6.4 During the reporting, the Project Leader from the Recipient shall also communicate to *icipe* any significant issues and risks such as loss of critical resources, scientific, technical or financial fraud, material changes to the organisation’s structure or strategy and or anything that may limit the implementation of the Project as per this Agreement.

6.5 The Project Leader from the Recipient shall prepare and send a final report (“Project Completion Report”) to *icipe* within three (3) months of the Project completion date. The report shall contain a detailed breakdown of all the expenditure for the funding period.

6.6 *icipe* shall review the financial and technical reports and the completion report received from the Recipient and shall notify the Recipient in writing of any ineligible expenses, errors and omissions within the report(s) or clarifications required in the report(s). Upon receipt of such notification from *icipe*, the Recipient shall respond and provide any justification, correction and or any additional information requested by *icipe* within 30 days from the date of receipt of the notification.

6.7 Where the Recipient has incurred an expense paid for with funds from this Grant, and the said expense is declared ineligible by *icipe* at any time, (either during or after Project implementation period), for not being compliant with terms and conditions under this

Agreement and/or the appropriate financial and procurement procedures of the Recipient while implementing this Agreement, *icipe* shall deduct such costs from subsequent instalments payable on the grant or otherwise, the Recipient shall reimburse *icipe* such sums declared as ineligible within 30 days from the date of receipt of notification,

- 6.8** *icipe* will only make scheduled payments during the project period and the final payment once it approves the financial and technical reports and the Completion Report has been received in the format requested and approved.

Article 7. Monitoring and Evaluation

- 7.1** *icipe* will monitor the progress of the Project throughout the funding period and reserves the right to visit the Recipient, after giving reasonable notice. The method and timing of the visit, and the monitoring process shall be communicated in advance to the Recipient.
- 7.2** The Recipient will make staff available to meet with, answer questions and provide Project management information to *icipe*. Where necessary *icipe* and the Recipient will undertake a joint review of the Project if *icipe* considers it necessary to refocus the Project outputs. If, at any stage, the Project outputs are not achieving the agreed objectives, impact and delivery, *icipe* may make a decision to terminate the Project in line with Article 20 .
- 7.3** In order to ensure its accountability to the donors or any other body authorised to scrutinise its use and management of funds or in order to assess risks of fraud or guard against any prohibited conduct such as potential fraudulent use of grant funding, *icipe* reserves the right to:
- 7.3.1** make grant funding subject to such arrangements as it considers reasonable, appropriate and proportionate to manage the relationship with the Recipient.
- 7.3.2** commission an external audit of the financial reporting provided by the Recipient at any point of the Project. Where *icipe* exercises this right, it will bear the cost of such audit.
- 7.4** If the Recipient has good reason to suspect fraud or any other misuse of any grant funding paid under this Grant Agreement, it must notify *icipe* immediately, explain the steps that are being taken to investigate the suspicion and keep *icipe* informed of the progress and outcome of the investigation.

Article 8. Procurement

- 8.1** Procurement of goods, works, and services shall be in accordance with the Recipient's institutional procurement policies, guidelines and procedures and in compliance to the relevant Public Procurement Procedures of the Recipient's country. These processes must be transparent, fair, cost-effective and allow for competition.
- 8.2** The Recipient shall be responsible for purchasing any proposed equipment that has been itemised and costed in the project budget and maintain an up to date inventory of all equipment procured with project funds. Entries in the recorded inventory must include a description of the item(s), specific identification (e.g. serial number), date and place where the item was purchased, original value (including VAT, if paid) and the name of person responsible for the purchase. Equipment shall remain the property of the Recipient.
- 8.3** Where the Recipient requests *icipe* in writing to make payments for purchases on its behalf, *icipe* may under special circumstances to be determined by it, make such payments as requested by the Recipient. A request to make payments for purchase of equipment after the procurement process has been undertaken by the Recipient if approved, shall be on condition that: the

Recipient complies with the relevant procedures requested by *icipe*. The responsibility for such purchases with regard to supply, delivery and the quality of the goods delivered shall remain with the Recipient and shall not in any way be transferred to *icipe*.

- 8.4** Where it becomes necessary for *icipe* to perform procurement audits, *icipe* requests information from the Recipient about the use of grant funding for procurement, the Recipient shall provide *icipe* with all necessary documentation and sufficient information to show that its procurement processes are transparent, fair, cost-effective and allow for competition

Article 9. Records

- 9.1** The Recipient shall maintain acceptable financial management systems and financial records that shall be available to *icipe* or its duly authorized representative for making audits, examinations, excerpts and transcriptions. Such systems shall provide:

- i. accurate, current and complete disclosure of the financial activity of the Agreement;
- ii. records that identify the source and utilisation of *icipe*'s funds;
- iii. effective control over and accountability for all funds, property and other assets;
- iv. comparison of actual outlays with budgeted contract amounts;
- v. consistency with the applicable administrative requirements and cost principles; and
- vi. accounting records supported by source documentation.

- 9.2** The financial records of the Agreement will be retained for a period of five (5) years after the completion date, with the following qualifications:

- 9.2.1** Records related to any audit initiated prior to the expiration of the five-year period shall be retained until the audit is concluded and audit findings involving the records have been resolved;

- 9.2.2** The retention period starts from the date of the approval by *icipe* of the Recipient's final financial report.

Article 10. Audit

- 10.1** The Recipient must keep appropriate accounting and any other relevant records including payslips, timesheets, invoices and receipts that show how the funds have been managed and used in line with best practice accounting standards to enable *icipe* carry out, as and when required, an audit to determine whether the terms of this Agreement have been complied with. The cost of the audit shall be paid for by *icipe*. The financial year of the Project shall be from 1st January to 31st December of each year.

- 10.2** Audits shall be performed by auditors appointed by *icipe*, who may visit any facilities and sites included in the Project to examine the accounts, records and the equipment procured under the Project. Audit findings shall be communicated by *icipe* to the Recipient. A management response to any audit questions shall be submitted by the Recipient within a reasonable time.

- 10.3** At the end of any audit, if there is evidence indicating that the amounts disbursed were not used according to the terms and conditions of this Agreement, the Recipient shall refund the said amounts promptly, but not later than forty-five (45) days after receipt of relevant notice from *icipe*. Any such misuse of funds may affect future collaborations between the Parties herein.

Article 11. Compliance with Relevant Regulations Laws and Policies

11.1 Institutional Policies and Procedures

- 11.1.1** The Recipient shall comply with all applicable laws, regulations, policies and international instruments covering the research work under this Agreement.
- 11.1.2** The Recipient shall have and maintain in place its own institutional policies and procedures that will promote zero tolerance against any prohibited conduct including bribery, fraud, corruption, exploitation, discrimination, procurement and financial irregularities within and related to the project, data protection and management and safeguarding children and or vulnerable adults involved in the project against any exploitation and/or discrimination.
- 11.1.3** The Recipient shall build, create, nurture, and promote a culture of integrity that encourages and obligates staff members to report non-compliance with policies and procedures under this Agreement through capacity building on compliance, and providing flexibility on the options and methods of reporting any form of non-compliance. The methods must ensure those reporting are protected and matters reported are investigated and the appropriate action taken.

11.2 Anti-Fraud and Anti-Corruption

- 11.2.1** The Recipient should have in place an effective fraud and corruption prevention strategy that assesses the risk, detects, responds and prevents incidents of corrupt and fraudulent activities.
- 11.2.2** The Recipient shall ensure that the persons it entrusts with the preparation and implementation of the Project and the provision of materials and services to be financed under this Agreement do not demand, provide, grant, promise or accept promises for illegal payments or any other advantages in connection with these tasks. The Recipient shall not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Donor or the Project, including by assisting any party to secure an improper advantage.
- 11.2.3** Where the Recipient has knowledge of, or a reasonable concern about an illegal, grossly negligent, dishonest or fraudulent and corrupt activity, the Recipient shall report and explain to *icipe* its suspicions and steps taken for further investigations and recovery measure.

11.3 Data Protection

- 11.3.1** The Recipient shall comply with all applicable privacy laws, policies, terms of use, and data protection laws with respect to the collection, storage, usage, and dissemination of personal data collected, whether such data was provided directly or indirectly.
- 11.3.2** The Recipient shall provide adequate safeguards to secure such personal data, including taking appropriate administrative, technical, physical and organisational measures to protect against unauthorized or unlawful processing of personal data, accidental loss, destruction of, and or damage to personal data and any other reasonably anticipated threats or hazards to the privacy, security, integrity, and confidentiality of personal data.
- 11.3.3** Where there are incidences of potential and or actual breach of personal data, the Recipient shall immediately contain the incident, recover the personal data affected and regain control of the situation so as to reduce risk and the possibility of harmful consequences to the individual(s) affected.

11.4 Safeguarding Procedures and Regulations

- 11.4.1** The Recipient recognises that within the course of implementing their activities they may be in contact with children or vulnerable adults due to the activities they require (e.g. health care or social work, whilst undertaking professional placements and project or Programme activities) and have agreed to discharge their functions in a manner that safeguards children and vulnerable adults' welfare wherever appropriate.
- 11.4.2** The Recipient commits to promoting good practice in relation to safeguarding and adhering to associated procedures and code of conduct for staff and supporting and promoting the welfare of staff by ensuring that staff have a positive experience in a safe and conducive work environment.
- 11.4.3** Where there is an actual or potential breach of policy, the staff/associate shall refer to the institutional policy and take relevant immediate action of reporting through the available channels for further investigations.

Article 12. Conflict of Interest

- 12.1** The Recipient shall take all necessary measures to prevent or end any situation arising from economic ties, political or national affinity, family or emotional ties or any other relevant connection or shared interest that could compromise the impartial objective implementation of this Agreement.
- 12.2** The Recipient will ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its staff may have in relation to this Grant Agreement. Where the Recipient identifies a conflict of interest it will notify *icipe* of this and provide information about how this is being managed.
- 12.3** The Recipient will check with *icipe* first before making any statements that may impact negatively on the Project and will also avoid expressing views which are inconsistent with the Project objective when speaking to third parties. The Recipient shall make it clear that it does not represent or speak for *icipe* in any situation where it expresses its views related to the Project.

Article 13. Intellectual Property (IP)

- 13.1** Wherever possible, the results of the Project shall be made available as public goods. However, where it is necessary to promote commercialization of the technology, the Recipient shall pursue adequate measures to protect IP Rights in accordance with its institutional IP policies.
- 13.2** The Recipient shall require all its scientists, employees or students conducting research under the Project to assign their rights in any IP conceived during the Project to the Recipient. Nothing in this Article shall be interpreted to require MSc and or PhD students to assign copyright in their thesis.
- 13.3** Project partners shall jointly agree and describe the ownership of Background and Foreground IP in the Project Partners' Collaborative Agreement.
- 13.4** *icipe* and all the respective donors to RSIF shall have the right to copy and distribute in a suitable form any reports and studies directly arising from the Project. The IP regulations will be considered during distribution of the information.

- 13.5** The Recipient warrants that it will take all reasonable steps to ensure that its implementation of the Project under this Grant Agreement will not infringe any third Party IP Rights.
- 13.6** The Recipient agrees to indemnify and hold *icipe* harmless against all liability, loss, damage, costs and expenses (including legal costs) which *icipe* may incur or suffer as a result of any claim of alleged or actual infringement of a third party's IP Rights arising out of the Recipient's negligent implementation of the Project.

Article 14. Confidentiality

- 14.1** 'Confidential Information' delivered pursuant to this Agreement shall be and remain the property of the Disclosing Party. The obligation on the Parties to protect the confidentiality of any information disclosed under this Agreement shall terminate with regard to any information which:
- 14.1.1** is presently public knowledge or becomes generally available to the public; or
 - 14.1.2** becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; or
 - 14.1.3** the receiving Party can establish that such information was in its possession before receipt from the Disclosing Party or is developed independently; or
 - 14.1.4** has been approved for release in writing by an authorised signatory of the Disclosing Party; or
 - 14.1.5** is required to be disclose to the courts of any competent jurisdiction, or to any government regulatory or financial authority, provided that the Receiving Party at the Disclosing Party's request shall seek to persuade the court, agency or authority to have the information treated in a confidential manner, where this is possible under the court, agency's or authority's procedures.
- 14.2** Each Party will treat the other's information as confidential, keep it safe and not disclose it to a third party without the original owner's prior written consent unless disclosure is expressly permitted by this Grant Agreement. The Recipient and *icipe* undertake to preserve the confidentiality of any information disclosed in writing or orally in relation to the implementation of this Agreement until five (5) years after the completion date.
- 14.3** The Recipient may disclose *icipe*'s Confidential Information to its staff who are directly involved in the implementation of the Project and who need to know the information. Where it makes such disclosure, the Recipient will ensure that such staff are:
- 14.3.1** aware of and comply with the confidentiality obligations under this Grant Agreement; and
 - 14.3.2** do not use any of *icipe*'s Confidential information that is received for purposes other than the implementation of the Project and in line with this Grant Agreement.
- 14.4** The Recipient acknowledges that *icipe* may be required to release information relating to the funding, the progress of the Project, the delivery outcomes from the Project and the benefits of the Project outcome and agree that *icipe* may release such information relating to the Agreement, the Project and the outcomes to its duly appointed agents, advisers and representatives.

Article 15. Publication

- 15.1** In accordance with normal academic practice, the Parties agree that the results of the research carried out under this Agreement may be publishable in appropriate, reputable peer-reviewed publications, including journals, book chapters and conference proceedings, and in pursuance of the Recipient's academic functions. The theses by Scholars will be examined in accordance with the normal institutional guidelines and regulations.

15.2 The Recipient shall give appropriate recognition for authorship for all scientific or other contributions in any publication or presentation relating to the research conducted under this Agreement and recognize the support of PASET RSIF and specific donors where applicable by including in all publications the acknowledgement that “*the work was carried out with the financial support of the icipe- World Bank Financing Agreement No D347-3A and the World Bank- Korea Trust Fund Agreement No TF0A8639 for the PASET Regional Scholarship and Innovation Fund*”.

Article 16. Communication and Publicity

16.1 No Party may use the name, and logo(s), or other identifying marks of the other Parties, nor any of the other Party’s employees, in any publication, publicity, news release or advertising materials or activities unless they have first obtained prior written approval from the Party owning the name, and/or logo, or other identifying marks, such approval not to be unreasonably withheld or delayed.

16.2 The Parties will work together in the drafting of press releases/statements and print and online communications relating to this Agreement including those that report or refer to any scope of the Agreement, results, staff and/or any activity funded under this Agreement (in whole or in part).

16.3 The Recipient acknowledges that *icipe* may be required by funding bodies and key stakeholders to demonstrate impact. The Recipient agrees to comply with all reasonable requests made by *icipe* (to the extent that they relate to this Agreement) to provide such information as *icipe* may reasonably require to address such requirements by funding bodies and key stakeholders

Article 17. Insurance

The Recipient will ensure that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Recipient to purchase additional insurance cover in order to perform its obligations under this Grant Agreement, the Recipient will ensure that it has all relevant insurance in place prior to the start of the funding period.

Article 18. Liability and Indemnity

18.1 None of the Parties, their affiliates, subsidiaries, trustees, officers, students, employees and agents, and their respective successors, heirs, and assigns, shall be liable to the other Parties in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other Parties of an indirect or consequential nature or for any economic loss or other loss of turnover, profits, business or goodwill, even if the Party bringing the claim has advised the other Party of the possibility of those losses, or if they were within the other Party’s contemplation.

18.2 Nothing in this Agreement limits or excludes any Party’s liability for third party claims concerning:

- a) death or personal injury caused by negligence of that Party;
- b) tangible and real property damage;
- c) any fraud, gross negligence, wilful misconduct, or for any sort of liability that, by law, cannot be limited or excluded; or
- d) any loss or damage caused by a deliberate breach of this Agreement.

18.3 Each Party shall defend, indemnify, and hold harmless the other Party and its trustees, officers, students, employees and agents, and their respective successors, heirs, and assigns from any

and all third party losses, claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to claims or suits arising from its own gross negligence or wilful misconduct and relating to that party's action or inaction in connection with the subject matter of this Agreement.

Article 19. Suspension

19.1 Where any violations of this Agreement become apparent, or where it appears that the conditions surrounding the Project have changed to such an extent that in the opinion of *icipe* the successful completion of the Project is unlikely, *icipe* may by written notice suspend all further disbursements of funds pending a review.

19.2 In the event of a suspension, the Recipient shall immediately cease any further expenditure using Project funds, except with the prior written approval of *icipe*. The Recipient shall hold all assets of the Project in safe custody and shall give notice immediately to any subcontractors to suspend their activities immediately, to minimize further cost to the Project.

Article 20. Termination

20.1 Either Party may terminate this Agreement at any time by giving at least three (3) months written notice to the other Party if a Party (the "Defaulting Party") does not comply with the terms as described herein and has breached a material provision of this Agreement, and the Defaulting Party has not remedied the breach (if it is capable of remedy) within thirty (30) days following written notice of breach from the Non-Breaching Party.

20.2 *icipe* may by notice in writing to the Recipient terminate this Agreement by giving at least three (3) months if any of the following events occur:

20.2.1 the Recipient intends to use, has used in the past, or uses the Grant Funding for purposes other than those for which they have been awarded;

20.2.2 the Recipient is, in the reasonable opinion of *icipe*, implementing the Project in a negligent manner; in this context negligence includes but is not limited to failing to prevent or report fraud or corruption;

20.2.3 The conditions for the Project implementation could not be met due to circumstances beyond the Recipient's control;

20.2.4 the Recipient obtains duplicate funding from a third party for the funded activities under this Agreement;

20.2.5 Funding for the RSIF program is suspended or stopped by respective donors;

20.2.6 *icipe* determines (acting reasonably) that any director or employee of the Recipient has:

- i. acted dishonestly or negligently at any time during the term of this Agreement and to the detriment of *icipe*; or
- ii. taken any actions which unfairly bring or are likely to unfairly bring *icipe*'s name or reputation into disrepute.
- iii. failed to comply with any of the terms and conditions set out in this Agreement and fails to rectify such breach within thirty (30) days of receiving written notice from *icipe* detailing the failure.

20.3 If *icipe* terminates this Grant Agreement in accordance with clause 20.2, *icipe* will reimburse legitimate and documented costs incurred by the Recipient up to the termination date.

20.4 The Recipient shall provide technical narrative and financial reports (including invoices and receipts) within ninety (90) days of receiving the written notification of termination, up to the date of such termination and refund to *icipe* any unexpended or uncommitted balance of funds

advanced. Legitimate costs will be identified by the Recipient and will be subject to the Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by *icipe* after consultation with the Recipient.

- 20.5** On termination of this Agreement for any reason, any rights or remedies of either party arising from any breach of this Agreement shall continue to be enforceable.

Article 21. Notices

- 21.1** Any notices to be issued under this Agreement must be in writing and delivered and considered received where such notice was personally, delivered or if delivered by courier service, when received by the Party to whom notice is sent; or by electronic mail, or by mail. In each case, at the address and/or facsimile numbers of such Party set forth below (or at such other address as such Party may designate by written notice to the other Party).

If to the ICIPE

Name: International Centre of Insect Physiology and Ecology (*icipe*)
Address: P.O. BOX 30772-00100 Nairobi, Kenya
Email: rsif@icipe.org,
Attention: The Manager, Regional Coordinating Unit (RCU) with a copy to
the Director Finance and Administration (gkimana@icipe.org)

If to the Recipient

Name:
Address:
Email:
Attention:

- 21.2** Any Party may change its address, facsimile number or e-mail number for the purposes of this Agreement by giving notice thereof to the other Party in the manner provided herein.

Article 22. Governing Law and Dispute Resolution

- 22.1** The construction, validity, performance and effect of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya. The Agreement shall however be interpreted in accordance with the laws and regulations of the jurisdiction where the activities under this Agreement take place, without reference to the conflict of law provisions thereof.
- 22.2** The Parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement through the RSIF Grants Independent Technical Committee (GITC) within a period of 60 days from the date when the dispute is presented before the GITC. Any disputes before the GITC that cannot be settled amicably shall be referred to Arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) as at present in force, by either Party giving thirty (30) days' notice to the other Party. The decision of the tribunal shall be final, and it shall be binding on all Parties. The performance of the obligations which the Recipient has under this Agreement will not cease or be delayed because a dispute has been referred to Arbitration as set out herein.

Article 23. Modification of the Agreement

All modifications, amendments, supplements, declarations and notices relating to this Agreement shall be recorded/written in English and signed by designated representatives of *icipe* and the Recipient and attached to the signed original of this Grant Agreement.

Article 24. Force Majeure

If either Party is affected by Force Majeure event, it shall forthwith notify the other Party of the nature and extent thereof. Neither Party shall be deemed to be in breach of this Agreement or otherwise be liable where it has notified the other Party of the fact that the implementation of this Agreement has been affected by a Force Majeure event. If the Force Majeure event in question prevails for a continuous period of more than one (1) month then the Parties shall enter into bona fide discussions with a view to alleviating its effects or agreeing upon such alternative arrangements as may be fair and reasonable.

Article 25. Entire Agreement and Severability

25.1 This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior negotiations, discussions or understandings, whether oral or written, relative to such matters.

25.2 If any provision of this Agreement is deemed invalid or unenforceable for any reason by any court of competent jurisdiction, and if limiting such provision is valid, then such provision shall be deemed to be construed as so limited. The remaining clauses of this Agreement shall continue in full force and effect.

Article 26. Assignment

Neither this Agreement nor any rights or obligations hereunder shall be made assignable or transferable by the Recipient without prior written consent of *icipe*.

Article 27. Binding Effect

The covenants and conditions contained in the Agreement shall apply to bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

IN WITNESS THEREOF the undersigned, duly appointed representatives of the Parties have signed on behalf of the respective Party to this Grant Agreement in three originals on the dates indicated below:

For *icipe*

For : (Recipient)

Segenet Kelemu,PhD
Director General & CEO

Name
Title

Dated: _____

Dated: _____

Enclosures:

1. Annex 1: Approved Project Proposal
2. Annex 2: Approved Budget
3. Annex 3: Approved Project life Workplan
4. Annex 4: Approved Result Matrix
5. Financial and Technical Progress Reporting Templates
 - 5.1 Financial Reporting Template
 - 5..2 Technical Progress Reporting Template