Dear [Name],

Pursuant to this agreement (the "Grant Agreement"), the International Initiative for Impact Evaluation, Inc. ("3ie") awards [legal name of institution] an amount up to [grant amount in word and numbers] to fund the study entitled [insert title and study code]. These monies will be administered by the Global Development Network ("GDN") on behalf of 3ie under the Grant Administration Agreement dated [date] (the "Grant Administration Agreement") (a copy of which is attached hereto as Exhibit 1). In consideration of 3ie’s Grant for your Project, you agree to the following terms and conditions:

1. **Use of Grant Funds.** You may use this grant solely for the purposes set forth in this Grant Agreement and the Grant Administration Agreement with GDN. You agree to repay to GDN any portion of the grant that is not used for such purposes.

2. **No Agency or Partnership.** Nothing in this Grant Agreement constitutes your appointment as an agent or legal representative of 3ie for any purpose whatsoever. This Grant Agreement does not create any agency, partnership, or joint venture between the parties.

3. **Proscribed Activities.** You may not earmark or use any portion of the grant funds to attempt to influence, directly or indirectly, any proposed or pending legislation, to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, or to induce or encourage violations of any national, state or local law or public policy. Further, you will not distribute any of the grant funds to any private individual or organization, except to the extent that such payments represent payment of reasonable compensation for services rendered to fulfill the grant’s purposes or as payment representing the fair market value of property purchased to fulfill the grant’s purposes. Notwithstanding the
immediately preceding sentence, no portion of grant funds may be used or designated as compensation or other consideration for fundraising. You will use reasonable efforts to ensure that the grant funds are used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

4. **Responsibilities.** You shall be fully responsible for the acts, omissions or negligence of your employees, agents, representatives and contractors. 3ie shall not be responsible for any losses, damages or injuries caused to any persons or property resulting from the acts, omissions or negligence of your employees, agents, representatives or contractors.

5. **Compliance with laws.** You shall comply with all applicable laws in connection with the performance of your activities under the Project, including but not limited to all applicable rules, policies and procedures governing the use of human subjects in research and privacy. In particular, you shall take all necessary steps to ensure that, as part of the Project, you comply with any data confidentiality and data protection requirements under your national laws.

6. **Termination.** If you breach this Grant Agreement or materially breach the Grant Administration Agreement with GDN, 3ie may, at its sole option, terminate this Grant Agreement immediately upon written notice to you and withhold, withdraw, or demand immediate return of all grant funds. You further acknowledge and agree that any breach under this Grant Agreement will automatically be deemed a breach under your Grant Administration Agreement with GDN. Termination of this Grant Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination. The rights and duties under Articles 2, 4, 5, 6, 7, 8, and 9 survive the termination or expiration of this Grant Agreement.

7. **Arbitration.** Any controversy or claim arising out of or relating to this Grant Agreement, or the breach of this Grant Agreement, will be settled by arbitration in Washington, District of Columbia, United States of America, or other location agreed to by the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any decision made pursuant to such arbitration will be binding on the parties and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. As part of the arbitration award, the prevailing party will be entitled to recover from the losing party all of the prevailing party’s costs, including attorneys’ fees.

8. **Governing Law.** This Grant Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States of America applicable to agreements made and to be performed entirely within such State.
9. **Enforcement.** 3ie may enforce the terms of the Grant Administration Agreement directly against you, with the terms of Sections 7 and 8 of this Agreement applying in any such enforcement action.

10. **Miscellaneous.** This Grant Agreement, in conjunction with the Grant Administration Agreement with GDN, supersedes any prior oral or written understandings or communications between these two parties and constitutes the entire agreement of these two parties with respect to the subject matter hereof. This Grant Agreement may not be amended or modified, except in writing signed by both parties.

If the foregoing is acceptable to you, please sign and return to 3ie the duplicate copy of this Grant Agreement. On behalf of 3ie, we look forward to all the wonderful research and activities that you will accomplish as the result of this grant.

Sincerely,

International Initiative for Impact Evaluation, Inc.

By: ________________
Howard White, Executive Director

**AGREED AND ACCEPTED:**

By: ________________
[Complete legal name of institution]

[Name and designation of contract signatory]

Date: ____________________________