



## Grant agreement

Pursuant to this agreement (the “Agreement”), the International Initiative for Impact Evaluation, Inc. (“3ie”) awards [legal name of institution] (the “Recipient”) an amount up to [grant amount in word and numbers] (the “Grant”) to fund the study entitled [Insert title and study code] (the “Project”) described in the Recipient’s proposal, as set out in Exhibit 1 to this agreement.

In consideration of 3ie’s Grant for your Project, you agree to the following terms and conditions:

### The project and the grant

1. 3ie agrees to provide the Grant in an amount up to \_\_\_\_\_ United States Dollars (US \$ \_\_\_\_\_) to the Recipient for the purposes of the Project.

#### 2. Use of Grant Funds

(a) This Grant is made only for the purposes stated in this Agreement and any documents referenced herein. The Recipient may not use the funds for any other purpose unless written permission has been received from 3ie. The Recipient must inform 3ie if there are significant changes in the purposes of the Project, the use of Grant funds, or personnel who are important to accomplishing the purposes of the Project or if the Grant funds cannot be expended in the time period set forth in the Project. Any changes in the approved budget, as set out in Exhibit 2 to this agreement, that exceed [**10%**] of any line item must be approved in advance by 3ie. Any Grant funds, and income thereon, not expended or committed for the purposes of the Project, must be immediately returned to 3ie. In addition, any Grant funds expended for purposes or activities other than the purposes or activities for which Grant funds are made must be repaid to 3ie. The Recipient agrees to use the proceeds of the Grant solely to finance eligible expenditures for the Project, in accordance with the budget for the Project approved by 3ie.

(b) The Recipient may not earmark or use any portion of the Grant funds to attempt to influence, directly or indirectly, any proposed or pending legislation, except insofar as such activities relate to the dissemination of findings from this Project, nor 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, the Recipient 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

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preceding sentence, no portion of Grant funds may be used or designated as compensation or other consideration for fundraising. The recipient 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. In addition, the Recipient acknowledges that none of the activities financed by this Grant violates any laws that prohibit corrupt payments to government officials for the purpose of obtaining or keeping business and that 3ie has not authorized any activity that would constitute such payments. The Recipient will use reasonable efforts to ensure that Grant funds are not used to make corrupt payments to government officials for the purpose of obtaining or keeping business.

### **Term of agreement**

3. The term of this Agreement shall be from \_\_\_\_\_ 20 \_\_ November 30, 2015, the start date for the Project, to \_\_\_\_\_ 20 \_\_, which is the agreed completion date for the Project.

### **Project execution**

4. The Project shall be executed by the *(complete and Legal Name of Institution)*. The Project's Principal Investigators/Researchers are *(Name of PIs)*. *The grant holding signatory is xxx*

5. The Recipient shall ensure that the Project is carried out (i) with due diligence and efficiency; (ii) in conformity with appropriate research, administrative, technical, financial, economic, environmental standards and practices; and (iii) in accordance with the provisions of this Agreement. The Recipient shall also ensure that the funds, facilities, services and other resources required for the Project, over and above the Grant, are provided promptly as needed.

### **Disbursement of the proceeds of the grant**

6. 3ie will disburse Grant funds to the Recipient upon 3ie's receipt of this Agreement signed by an authorized officer of the Recipient. Grant funds shall be deposited in an interest-bearing account whenever feasible. Any income thereon shall be expended or committed for the purposes of the Grant.

7. The amount of the Grant shall be disbursed to the Recipient in ----- tranches, in accordance with the following schedule:

Date deliverables due	Tranche payment share of grant	Reports and deliverables to be submitted to, and approved by 3ie, prior to disbursements
DD MM YYYY (Tranche 1)	X%	<ul style="list-style-type: none"> <li>(i) Original signed agreement and 3ie grant letter agreement to 3ie;</li> <li>(ii) Satisfactory written response to 'comments for response' (c4r) document</li> <li>(iii) Revised proposal</li> <li>(iv) Project timeline with key dates, such as the starting of a school year, elections or the deadline to buy-in questions into a larger survey</li> <li>(v) Satisfactory written responses to budget comments-for-response report</li> </ul>
09/11/2015 (Tranche 2)	x%	<ul style="list-style-type: none"> <li>(i) Stakeholder Engagement and Evidence-uptake Plan (SEEP)</li> <li>(ii) Letter(s) of support from major implementing agencies concerned (including ministries and organisations considering taking findings to scale), with explicit mention of commitment to the evaluation questions and identification strategy</li> <li>(iii) Letter(s) of commitment from major implementing agencies concerned indicating willingness to adjust project implementation timeline and activities as per the impact evaluation design and protocol</li> </ul>
DD MM YYYY <i>(before finalizing data collection instruments)</i> (Tranche 3)	X%	<ul style="list-style-type: none"> <li>(i) Evaluation progress and learning report, in 3ie format</li> <li>(ii) Approved SEEP</li> <li>(iii) SEEP progress report, in 3ie format</li> <li>(iv) Fund utilization statement, in 3ie format</li> <li>(v) Required ethics review committee and government approvals</li> <li>(vi) Pre-analysis plan</li> <li>(vii) Sampling design, preferably including a diagrammatic display</li> </ul>
DD MM YYYY (Tranche x)	X%	<ul style="list-style-type: none"> <li>(i) Evaluation progress and learning report, in 3ie format</li> <li>(ii) SEEP progress report, in 3ie format</li> <li>(iii) Fund utilization statement, in 3ie format</li> <li>(iv) Draft survey instruments, including questionnaires and interview guidelines</li> <li>(v) Power calculation synthesis with indication of assumptions in an Excel file</li> </ul>
DD MM YYYY <i>(after baseline collection)</i> (Tranche x)	X%	<ul style="list-style-type: none"> <li>(i) Evaluation progress and learning report, in 3ie format</li> <li>(ii) SEEP progress report, in 3ie format</li> <li>(iii) Fund utilization statement, in 3ie format</li> <li>(iv) Baseline report (including qualitative research if any)</li> <li>(v) Baseline database</li> </ul>
DD MM YYYY (Tranche x) <i>(6 months after final data)</i>	10%	<ul style="list-style-type: none"> <li>(i) Evaluation progress and learning report, in 3ie format</li> <li>(ii) SEEP progress report, in 3ie format</li> <li>(iii) Fund utilization statement, in 3ie format</li> <li>(iv) Final report as a Word doc (following 3ie format, with analyses using <u>all</u> observations to address the questions laid out in the</li> </ul>

<i>collection ends)</i>		revised technical proposal; this version is subject to comment and iterative revision) (v) Policy brief summarizing main findings of the impact evaluation and policy implications
<b>DD MM YYYY (Tranche x)</b> <i>(3 months after submit Final Report)</i>	10%	(i) Accepted final report for 3ie, to be posted to the website (ii) Final SEEP progress report, in 3ie format (iii) Final fund utilization progress report, in 3ie format (iv) Audited financial report (for grants over US\$500,000) (v) One letter from key stakeholder identified in the approved SEEP, stating how each has used or plans to use the evaluation findings, recommendations (vi) Proof of public availability of data and coding (vii) Anonymised survey data and .dofiles concerned with the revised final report (viii) Draft papers to be submitted to peer-reviewed journals, if available

8. Disbursements, in whole or in part, may be withheld if 3ie program staff reasonably believes that Recipient is not meeting its obligations under this Agreement and has notified Recipient of the reasons for withholding such disbursements. No further disbursements shall be made by 3ie unless and until the Recipient has fully accounted for the use of the previous disbursement and planned expenditures in the next period and submitted all required reports and deliverables, and 3ie, using reasonable standards, has accepted such reports and deliverables.

9. The grant amount stated in paragraph 1 is in United States Dollars (USD). 3ie is liable to reimburse the grantee the amount in USD. 3ie will not cover for any exchange rate fluctuations.

### Accounts and audits; records

10. The Recipient shall maintain separate ledger accounts and records for the use of the funds provided under the Grant. These accounts and records shall be maintained in accordance with generally-accepted accounting principles and appropriate record-keeping practices to ensure sound financial management systems and internal controls relating to the Grant. The Recipient shall retain its accounts and records for the Project for a period of three (3) years from the Project Completion Date of this Agreement. This provision shall survive the termination of this Agreement.

11. The Recipient shall ensure that proper supporting documents (such as bills, invoices, receipts and vouchers) are procured and maintained to be available to be produced as evidence of Project expenditures if required by 3ie. If the Recipient fails to provide such evidence of expenditures when requested, 3ie reserves the right to disallow claims for such expenditures.

12. The Recipient acknowledges that it is receiving funds maintained for charitable and educational purposes from 3ie and shall provide a high level of accountability to 3ie in respect of the use of the Grant. The Recipient shall allow 3ie reasonable access during normal business hours to all accounting information and other records relating to the Project. If 3ie seeks access to information and records, it shall give the Recipient twenty (20) working days' notice of such

request. The Recipient shall provide the information requested no later than twenty (20) working days after receipt of such notice. 3ie may make copies of any documents and information provided. This provision shall survive the termination of this Agreement.

13. The Recipient shall ensure that the Project and the use of the funds provided by the Grant are covered by an annual audit performed by an independent accountant in accordance with U.S. or other internationally-accepted auditing standards adopted by the American Institute of Certified Public Accountants. However, where the Recipient's audit entails selection of some projects to be audited each year, then 3ie will not require the project that is covered under this Grant to be selected. Where the Recipient's audit entails the selection for auditing purposes of the project covered under this Grant, then 3ie will require that the audit report include an audit note explaining how these funds have been spent. A copy of the audit report shall be provided to 3ie within six (6) months of the end of the Recipient's financial year.<sup>1</sup>

14. 3ie may arrange for an independent audit and financial review of the Recipient's accounts and expenditures in relation to the Grant, and the Recipient shall allow 3ie and/or its designees to carry out such an audit or review. The Recipient shall cooperate with any on-site audit or review by making available all records and accounts relating to the Grant. Except as noted below, 3ie will pay for such independent audit or review, to be carried out at a mutually agreeable time. Concerning fixed benefit, facility and administrative costs rates payable, the purpose of such audit shall be only to verify that a recognized auditing agency has approved the institution's rate structure. If the 3ie audit reveals a discrepancy of ten percent (10%) or more in any single amount reported to 3ie or collectively in all amounts reported to 3ie, then the cost of the audit shall be borne by the Recipient and 3ie shall have the right to deduct such cost from any amount still owing to the Recipient.

15. If any part of the Grant is used to purchase any durable assets (e.g., computers) such assets shall be either (i) transferred upon the completion or termination of the Project to 3ie or 3ie's designee at 3ie's expense; or (ii) disposed of in accordance with the Recipient's asset disposal policy after receiving the prior approval of 3ie. Notwithstanding anything contained in this Agreement to the contrary, no Grant funds may be used to purchase an asset costing more than US\$2,500 (United States Dollars Two Thousand Five Hundred)

## Reporting

16. The Recipient shall report progress to 3ie at the times specified in paragraph 7 of this Agreement. The current contact person at 3ie for this Project is Dr. Emmanuel Jimenez (email: -----). The progress report deliverable shall include the following information:

- a. A summary of all activities related to the intervention and the impact evaluation completed during the reporting period and a description of any materials produced in support of those activities.
- b. A summary of all activities related to stakeholder engagement and evidence uptake completed during the reporting period and a list of all policy makers, program managers and policy influencers contacted.
- c. A list of all "work" (as defined in section 24) produced during the reporting period.

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<sup>1</sup> This paragraph will apply only in Grant Agreements where the total amount of the grant is above \$500,000.

- d. An assessment of the extent to which the objectives of the Project have been met to date.
- e. A note on any problems that have occurred, and how they were resolved, if at all.
- f. The activities and budget planned for the following reporting period.
- g. Details of any emerging problems which could place the Project at risk during the following reporting period.
- h. A detailed explanation of any departures from the activities or evaluation design as laid out in the application. In accordance with paragraphs 1 and 45 of this agreement, any material changes to the design or budget must be requested through a formal letter of variation.
- i. A full reconciliation of expenditures against the budget for the reporting period (fund utilization statement).

17. The final report is a comprehensive report, including both a main report and annexes, on the impact evaluation which will be published on the 3ie website. The main report should be succinct with a strong narrative constructed around the causal chain (underlying program theory). The early sections of the main report will cover the intervention, its context, and the program theory. The next sections will describe process aspects of implementation, documenting outputs and outcomes that can be attributed to the project. The analysis should present and explain both average treatment effects and heterogeneity in those impacts. The report should end with clear and actionable recommendations based on the evidence presented in the report. As a checklist, the report should include information on the following aspects, either in the main report or the annexes (a more detailed annotated template will be provided at the time of grant signing):

- a. Intervention, evaluation questions, and policy relevance
- b. Literature review
- c. Theory of change
- d. Evaluation design (including quantitative and qualitative methods used)
- e. Sampling design and power calculations
- f. Data collection
- g. Baseline findings/Descriptive statistics
- h. Mixed-method analysis (quantitative and qualitative)
- i. Policy implications and recommendations

18. In addition to the reporting requirements specified in this Agreement, the Recipient agrees to provide 3ie with information on the Project activities on request, as well as to provide any additional information to 3ie which they reasonably request.

### **Review of the project**

19. 3ie shall review the status of the Project and the implementation of this Agreement prior to each tranche payment and may do so at other times. During such a review, the Recipient shall cooperate fully with and respond promptly to all reasonable requests from 3ie for information. All proposals and evaluation documents submitted as part of the Project are subject to expert peer review. The peer review panel shall provide guidance and oversight to the impact evaluation process, and provide feedback on evaluation results when they become available. The Recipient shall respond in writing to comments received from peer reviewers and 3ie, indicating how these comments have been taken into account.

## Responsibilities of recipient

20. The Recipient shall be fully responsible for the acts, omissions or negligence of its employees, agents, representatives, grantees and contractors. 3ie shall not be responsible for any losses, damages or injuries caused to any persons resulting from the acts, omissions or negligence of the Recipient's employees, agents, representatives, grantees or contractors.

21. 3ie shall not have any responsibility for any insurance coverage for, or indemnification of, the Recipient's activities, personnel or property in connection with this Grant Agreement. Whenever relevant and possible, Recipient shall carry reasonable liability insurance in connection with the activities undertaken pursuant to this Grant Agreement.

## Sub-grants and subcontracts

22. The Recipient has the exclusive right to select sub-grantees and subcontractors for the Project. 3ie has not earmarked the use of the grant funds for any specific sub-grantee or subcontractor. The Recipient, and not 3ie, is responsible for ensuring that all sub-grantees and subcontractors use grant funds consistent with this Grant Agreement and the Proposal. Neither the Recipient nor its sub-grantees or subcontractors may make any statement or otherwise imply to donors, investors, media or the general public that 3ie directly funds the activities of any sub-grantee or subcontractor. Any agreements with sub-grantees and subcontractors engaged to assist with the Project must include the following language: "Your organization has been selected to participate in this Project at our discretion. You may not make any statement or otherwise imply to donors, investors, media or the general public that you are a direct grantee of the International Initiative for Impact Evaluation ("3ie"). You may state that (*Legal Name of Institution*) is the 3ie's grantee and that you are a sub-grantee or subcontractor of (*Legal Name of Institution*), for the Project."

## Original work

23. The Grant is being provided for the undertaking of new original work by the Recipient. 3ie regards plagiarism as a serious violation of research practices and academic ethics. The Recipient represents to 3ie that (a) all work (as defined below) that is produced under this Agreement is original or the Recipient has obtained all permissions, releases, rights or licenses required to grant the rights and assignments granted herein without obtaining any further releases or consents; and, (b) the work does not violate, infringe or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, and does not contain any materials that are defamatory.

## Intellectual property rights and dissemination

24. For the purposes of this Agreement, "work" means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, documents, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Recipient, its officers, employees, agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Work" shall include any and all material that:

- a. is or may be copyrightable under copyright law of the United States; and

- b. is produced by the Recipient or its officers, employees, agents and subcontractors in the performance of this Agreement or the 3ie Agreement.

“Work” includes such items as reports, books, journal articles, software, databases, sound recordings, videotapes, and video discs.

25. The Recipient shall own the copyrights to the work produced under this Agreement. Upon production of any such work, the Recipient shall automatically grant to 3ie an irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted work for 3ie’s charitable and educational purposes. 3ie shall credit the Recipient’s authorship on all copies of the works that are disseminated. An important attribute of high quality evaluations is also making these reports available in a timely way. 3ie reserves the right to make the study publicly available.

26. The Recipient shall have the right to publish, disseminate and use, in whole and in part, the Project findings developed under this Agreement. The Recipient shall provide 3ie a copy of any publication, dissemination or use of the Project’s findings promptly after such publication, dissemination or use. The Recipient shall give appropriate credit to 3ie when publishing, disseminating or otherwise disclosing such Project findings.

27. All articles published by the Recipient or its employees shall contain the following notice in a conspicuous place: “Research discussed in this publication has been funded by the International Initiative for Impact Evaluation, Inc. (3ie). The views expressed in this article are not necessarily those of 3ie or its members.”

28. The Recipient shall place all data collected under the Project, together with adequate documentation (survey instruments, code sheet and description of aggregate and composite variables) in the public domain prior to the payment of the final tranche of the grant, unless another schedule has been mutually agreed upon by the parties. This can be done by submission of such data and documentation to 3ie to place in 3ie’s data clearinghouse or by posting the data and documentation on any other publicly available website (to which a link will be provided from the 3ie website). If the latter option is chosen, the Recipient shall submit the data and documentation to 3ie for storage. In the event that the data and documentation are no longer publicly available on the Recipient’s chosen website, 3ie will make the data and documentation publicly available through the 3ie data clearinghouse.

29. The Recipient shall (i) assist 3ie program in presenting the Project findings and policy implications for policy makers; (ii) submit at least one paper on the Project findings and policy implications to an international peer-reviewed journal, as available, and (iii) be available for policy-related follow-up including, but not necessarily restricted to, policy briefings and participation in thematic workshops. The recipient will also be required to discuss study findings either by email or via phone with 3ie staff as may be required. The short summary of the study provided by the recipient will also be shared publicly by 3ie to provide a description of the study.

30. The Recipient and 3ie shall respect the confidentiality of information expressly provided by each of them as “confidential”, “restricted”, or “in confidence” and identified as such in writing. The Recipient and 3ie shall not disclose such information to any third party without first obtaining the written consent of the other party. 3ie and the Recipient recognize, however, that



either of them may be required by law or government regulation to disclose such information and, therefore, the confidentiality of information cannot be guaranteed.

### **Compliance with laws**

31. The Recipient shall comply with all applicable laws in connection with the performance of its 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, the Recipient shall take all necessary steps to ensure that it complies with any data confidentiality and data protection requirements under the Recipient's national laws.

32. The Recipient acknowledges that it does not support or promote violence or the destruction of any State, provide resources or support to individuals or organizations associated with terrorist activity or related training, or provide sub-grants to any individuals or organizations that engage in any of these activities.

33. The Recipient acknowledges that none of the activities financed by this grant violates any laws that prohibit corrupt payments to government officials for the purpose of obtaining or keeping business and that 3ie has not authorized any activity that would constitute such payments. The Recipient will use reasonable efforts to ensure that grant funds are not used to make corrupt payments to government officials for the purpose of obtaining or keeping business.

### **Research involving human subjects**

34. The Recipient agrees that no funds will be expended to enroll human subjects in any research project subject to Institution Review Board (IRB) or independent ethics committee (IEC) approval until such approval has been obtained for each site.

35. Coverage for all sites: The Recipient agrees that for each venue in which any part of the Project is conducted (either by the Recipient's organization or a sub-grantee or subcontractor) all legal and regulatory approvals for the activities being conducted will be obtained in advance of commencing the regulated activity. The Recipient further specifically agrees that no funds will be expended to enroll human subjects until the necessary regulatory and ethical bodies' approvals are obtained.

36. Regulated activities: The coverage requirements set forth in the preceding paragraph include but are not limited to regulations relating to: research involving human subjects; clinical trials, including management of data confidentiality; research involving animals; research using substances or organisms classified as Select Agents by the U.S. Government; use or release of genetically modified organisms; research use of recombinant DNA; and/or use of any organism, substance or material considered to be a biohazard, including adherence to all applicable standards for transport of specimens, both locally and internationally, as appropriate. As applicable, regulated activities and their documentation are to be conducted under the applicable international, national, and local standards. Documentation of research results should be consistent with regulations and the need to establish corroborated dates of invention and reduction to practice with respect to inventions where this is relevant.

37. Provision of care for human subjects research: In keeping with "Good Clinical Practice" standards, the Recipient will disclose to subjects and the IRBs what care and/or referrals will be available through participation in the study. Institutional policies regarding what care will be provided to personnel who are injured as a result of their work on the Project should similarly be developed, approved and implemented with notice to the employees.

### **Relationship between the parties**

38. Both parties agree that the Recipient is an independent contractor and shall be responsible for carrying out the Project.

39. The Recipient shall be responsible for all Project management, monitoring, accounting and reporting on the Project.

40. Both parties agree that this Agreement shall not be construed as creating a legal partnership, or relationship of employer and employee, or principal and agent, between or among the parties.

41. The Recipient shall in no circumstances, during or after the term of this Agreement, make any commitments on behalf of 3ie relating to any funding or commitments under this Project or any other project.

### **Promoting 3ie's support**

42. The Recipient shall acknowledge 3ie's support for the Project in any publicity material, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Recipient or its employees individually or jointly with others or any subcontractors, media reporting and annual reports. The Recipient shall not use the logo, logo design, branding or name of 3ie or the names of their employees in any advertisement or promotional publicity with reference to this Agreement or any product or service resulting from this Agreement, without the prior written approval of 3ie, as the case may be. 3ie shall not use the logo, logo design, branding or name of the Recipient or any of its employees in any advertisement, or promotional publicity with reference to this Agreement or any product or service resulting from this Agreement, without the prior written consent of the Recipient.

43. 3ie may include information about this Grant and/or Project in its periodic public reports and may make information about this Grant and/or Project public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents. By accepting these Grant funds, the Recipient agrees to such disclosure.

44. The fact that 3ie has entered into this Agreement shall not be used by the Recipient as any form of endorsement by 3ie of the Recipient or any of its employees, agents or subcontractors.

### **Variation**

45. The terms of this Agreement, including the purpose of the Project and payments hereunder may be modified, limited, extended or terminated by agreement of the parties. No variation of this Agreement shall be effective unless it is agreed in a formal amendment signed

by both parties. The Recipient shall first obtain written approval from 3ie prior to incurring any additional costs or undertaking any additional tasks prior to the expiry of this Agreement.

### **No implied waivers**

46. Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

### **Extraordinary events**

47. Neither party shall be liable for any failure to perform or any delay in performing its obligations under this Agreement where the cause of such failure or delay is beyond that party's reasonable control. The party claiming inability to perform its obligations for this reason shall immediately give written notice to the other. However, this provision does not in any way limit or reduce the obligations of the Recipient under paragraph 20 of this Agreement.

### **Settlement of disputes**

48. Both parties shall make every effort to resolve amicably by informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. In doing so, the parties shall be guided primarily by the specific terms of this Agreement and their common interest in promoting the research funded by the Grant, and act in good faith in a spirit of goodwill, partnership and cooperation.

49. Any controversy or claim arising out of or relating to this Agreement, or the breach of this 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.

### **Termination**

50. Where, in the reasonable opinion of a party, the other party has breached any material provision of this Agreement and the alleged breach is not remedied to the reasonable satisfaction of the party alleging such breach within thirty (30) days after the other party's receipt of written notice of such alleged breach, then the party alleging such breach may terminate this Agreement, with such termination to be effective immediately upon receipt of written notice of termination by the other party.

51. Either Party may at any time terminate this Agreement, by giving notice to the other Party, if the other party becomes bankrupt or otherwise insolvent. Termination will be effective immediately upon receipt of the notice of termination.

52. Any funds remaining unspent at the completion or termination of the project shall be returned to 3ie within 60 days of the completion or termination of the Project.

53. The funding for this Grant that 3ie is using to support the Project was obtained by 3ie by one or more funders (the “Primary Funder”) and may be subject to requirements and restrictions regarding the use of the funds, including that the funding may be paid to 3ie in instalments over multiple years or may be terminated (the “Primary Funder Restrictions”). 3ie shall notify the Recipient if (a) the Primary Funder terminates the payments to 3ie to support the Project or (b) amends the Primary Funding Restrictions to modify the payment, including the amount or timing, of the funds to 3ie in any way that 3ie determines impacts 3ie’s ability to provide funding for this Grant. At any time after such termination or modification, 3ie may, in its sole discretion, terminate any payments scheduled to be paid under the payment schedule set forth in paragraph 7 of this Agreement. Upon such termination of funding, the Recipient shall repay to 3ie any Grant funds not yet spent.

**Communications and notices between parties**

54. All communications between the parties to this Agreement, including any legal or formal notices, shall be addressed in writing to the persons and addresses specified below. The term “in writing” means communicated in written form, in English, with proof of receipt.

For 3ie:                    Executive Director  
                                  International Initiative for Impact Evaluation  
                                  1625 Massachusetts Avenue, NW  
                                  Suite 450  
                                  Facsimile No: 1 202 677-4109  
                                  E-mail address: -----

For Recipient: [Title of official or designated Project Director]  
                         [Name of Recipient]  
                         [Department or Office]  
                         [Address]  
                         [Phone No: \_\_\_\_\_]  
                         [E-mail address: \_\_\_\_\_]

**Assignment**

55. The Recipient may not assign this Agreement, in whole or in part, at any time, without the prior written consent of 3ie, which consent may be withheld by 3ie in its sole discretion.

**Entire agreement**

56. This Agreement 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.

**No agency or partnership**

57. Nothing in this Agreement constitutes your appointment as an agent or legal representative of 3ie for any purpose whatsoever. This Agreement does not create any agency, partnership, or joint venture between the parties.



## Governing law

58. This Agreement shall 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.

## Effectiveness of the agreement

59. This Agreement shall become effective upon the execution of this Agreement by both parties.

The undersigned, being duly authorized to do so, have executed this Agreement on the \_\_\_\_\_ day of -----2016

Signed for an on behalf of

**INTERNATIONAL INITIATIVE FOR IMPACT EVALUATION, INC.**

\_\_\_\_\_

Dr. Emmanuel Jimenez, Executive Director

Signed for and on behalf of

**[NAME OF RECIPIENT]**

\_\_\_\_\_

**Authorized Signatory**