

# GRANT ADMINISTRATION AGREEMENT

## *Title of Project*

between

**GLOBAL DEVELOPMENT NETWORK (“GDN”)**

and

**(COMPLETE LEGAL NAME OF RECIPIENT INSTITUTION) (“Recipient”)**

WHEREAS, GDN and the International Initiative for Impact Evaluation, Inc. (“3ie”) have entered into a cooperation agreement (the “Cooperation Agreement”) and a related Memorandum of Understanding (the “MOU”), both dated November 15, 2008, and updated September 20, 2010, under which 3ie has agreed to provide grant funds through GDN to finance the research, production and use of evidence from rigorous impact evaluations for policy decisions that improve social and economic development programs in low- and middle-income countries and GDN has agreed to administer such grants;

WHEREAS, the Recipient has requested financial assistance to fund the project described in Annex 1 to this Agreement (the “Project”); and

WHEREAS, 3ie has approved a grant (the “Grant”) to the Recipient for the Project, 3ie and Recipient are executing, simultaneously herewith, a grant agreement dated [date] (“the 3ie Grant Agreement”), and GDN has agreed to administer the Grant under the terms of this Grant Administration Agreement (the “Agreement”);

The parties hereto have agreed as follows:

### **The Project and the Grant**

1. GDN agrees to provide the Grant in an amount up to **thirty thousand United States Dollars (US \$30,000)** to the Recipient for the purposes of the Project. The Grant is provided under the Policy Window of the GDN-3ie program administered by GDN (the “GDN-3ie Program”).
2. The Recipient agrees to complete the scope of work as described in Annex 1. The Recipient agrees to use the proceeds of the Grant solely to finance eligible expenditures for the Project, in accordance with GDN-3ie’s “Policy on Allowable and Unallowable Expenses under GDN-3ie Grants”.

## Term of Agreement

3. The term of this Agreement shall be from \_\_\_\_\_ 20 \_\_, 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 legal name of institution). The Project's Principal Investigators/Researchers are (names of principal investigators).

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 and the 3ie Grant 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.

## Grant Administration

6. Responsibilities for the administration of the Grant within GDN shall be allocated as follows:

- (a) Monitoring and review of the Recipient's execution of the Project shall be carried out primarily by 3ie staff seconded to GDN for the purposes of the GDN-3ie Program (GDN-3ie program staff); and
- (b) Financial management and administration of the Grant, including the making of payments under Section 7 of this Agreement, shall be carried out by GDN primarily through the office of its Chief Financial and Administrative Officer, acting with the prior agreement of GDN-3ie program staff.

## Disbursement of the Proceeds of the Grant

7. The amount of the Grant shall be disbursed to the Recipient in two (2) tranches, in accordance with the following schedule:

<b>Date reports and deliverables due</b>	<b>Tranche payment share of the grant<sup>1</sup></b>	<b>Reports and deliverables to be submitted to, and approved by, GDN-3ie prior to disbursements by GDN</b>
<i>Start date of project<sup>2</sup></i>	50%	<i>(i) Original signed agreement and 3ie grant letter agreement to GDN;</i>

<sup>1</sup> Payable within a reasonable time after approval of the report and/or deliverables relating to such payment.

<sup>2</sup> As stated in section 3 of this agreement.

120 days after start date of project	50%	<ul style="list-style-type: none"> <li>(i) Progress report (in 3ie format), including fund utilization statement<sup>3</sup></li> <li>(ii) Supporting letter from each implementing agency for which an impact evaluation is proposed</li> <li>(iii) One or more proposed impact evaluation designs, each presented in the format provided by 3ie</li> <li>(iv) Revised proposed impact evaluation design, if no originally proposed design is approved by 3ie</li> </ul>
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8. Disbursements by GDN of all tranches of the proceeds of the Grant shall be made subject to the 3ie Grant Agreement, which requires a review by GDN-3ie program staff of the Recipient’s performance of its obligations under this Agreement and the 3ie Grant Agreement, and in particular with the Recipient’s compliance with all reporting requirements. Disbursements, in whole or in part, may be withheld where GDN-3ie program staff reasonably believes that Recipient is not meeting its obligations under this Agreement or the 3ie Grant Agreement and has notified Recipient of the reasons for withholding such disbursements.

**Accounts and Audits; Records**

9. 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 3 years from the Project Completion Date of this Agreement. This provision shall survive the termination of this Agreement.

10. 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 GDN or 3ie. If the Recipient fails to provide such evidence of expenditures when requested, GDN and 3ie reserve the right to disallow claims for such expenditures.

11. The Recipient acknowledges that it is receiving public funds from the GDN-3ie Program and shall provide a high level of accountability to GDN and 3ie in respect of the use of the Grant. The Recipient shall allow GDN and 3ie reasonable access during normal business hours to all accounting information and other records relating to the Project. Where GDN or 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. GDN and 3ie may make copies of any documents and information provided. This provision shall survive the termination of this Agreement.

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<sup>3</sup> “Fund utilization statements” means unaudited fund utilization statements for the preceding disbursement period in the case of total grants of less than US\$500,000, and shall be signed and submitted by the chief financial officer (or equivalent) of the Recipient. In the case of total grant amounts over US\$500,000, the grant-holding organization is required to submit an audit report prior to the final disbursement of the grant. 3ie will pay up to US\$5000 for this audit to be invoiced separately from the project budget.

12. GDN 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 GDN 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, GDN 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 GDN audit reveals a discrepancy of ten percent (10%) or more in any single amount reported to GDN or collectively in all amounts reported to GDN, then the cost of the audit shall be borne by the Recipient and GDN shall have the right to deduct such cost from any amount still owing to the Recipient.

13. If any part of the Grant is used to purchase any durable assets (e.g., vehicles or 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 GDN. Notwithstanding anything contained in this Agreement to the contrary, no Grant funds may be used to purchase an asset costing more than US\$2,500.00.

## **Reporting**

14. The Recipient shall report to the Senior Director of the GDN-3ie Program, or his designee, at the times specified in paragraph 7 of this Agreement. The current Senior Director is Howard White (email: ed@3ieimpact.org and pw2@3ieimpact.org). The progress report shall include the following information:

- a. A summary of all activities completed during the project;
- b. A note on any problems that have occurred and how they were resolved; and
- c. A list of any products (for example, training materials) produced during the project, to be included as annexes to the report.

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

## **Review of the Project**

16. GDN shall review the status of the Project and the implementation of this Agreement from time to time. During such a review, the Recipient shall cooperate fully with and respond promptly to all reasonable requests from GDN-3ie program staff for information. All proposals and evaluation designs 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 GDN-3ie program staff, indicating how these comments have been taken into account.

## **Responsibilities of Recipient**

17. The Recipient shall be fully responsible for the acts, omissions or negligence of its employees, agents, representatives and contractors. Neither GDN nor 3ie shall 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 or contractors.

18. Neither GDN nor 3ie shall have any responsibility for any insurance coverage for, or indemnification of, the Recipient's personnel or property.

## **Original Work**

19. The Grant is being provided for the undertaking of new original work by the Recipient. GDN and 3ie regard plagiarism as a serious violation of research practices and academic ethics. The Recipient represents to GDN and 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**

20. 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 \_\_\_\_\_ [insert United States or home country of Recipient, as agreed between the parties]; and
- b. is produced by the Recipient or its officers, employees, agents and subcontractors in the performance of this Agreement or the 3ie Grant Agreement.

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

21. 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 GDN and 3ie an irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted work for GDN's and 3ie's charitable and educational purposes. GDN and 3ie shall credit the Recipient's authorship on all copies of the works that are disseminated.

22. The Recipient shall have the right to publish, disseminate and use, in whole and in part, the Project findings developed under this Agreement. Prior to publication, dissemination or use of the Project's findings, GDN-3ie program staff shall be provided a thirty (30) day review process, provided that such review does not interfere with the technical and scholarly content of the Project's findings. The Recipient shall give appropriate credit to the GDN and 3ie when publishing, disseminating or otherwise disclosing such Project findings.

23. 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) through the Global Development Network (GDN). The views expressed in this article are not necessarily those of 3ie or its members, or of GDN."

24. The Recipient and GDN 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 GDN shall not disclose such information to any third party without first obtaining the written consent of the other party. GDN 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**

25. 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.

26. 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 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 law or public policy. Further, 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 preceding sentence, no portion of the Grant funds may be used or designated as compensation or other consideration for fundraising. The Recipient will use reasonable efforts to ensure that Grant funds are used in compliance with all applicable national anti-terrorist financing and asset control laws, regulations, rules and executive orders.

27. This Agreement is expressly contingent upon the execution of the 3ie Grant Agreement with respect to the Recipient's compliance with certain restrictions regarding the Recipient's usage of grant proceeds, as required by United States law. Any breach of the 3ie Grant Agreement will also be deemed a breach of this Agreement, and any material breach of this Agreement will also be deemed a breach of the 3ie Grant Agreement.

### **Relationship between the Parties**

28. Both parties agree that the Recipient is an independent contractor and shall be responsible for carrying out the Project.
29. The Recipient shall be responsible for all Project management, monitoring, accounting and reporting on the Project.
30. 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.
31. The Recipient shall in no circumstances, during or after the term of this Agreement, make any commitments on behalf of GDN or 3ie relating to any funding or commitments under this Project or any other project.

### **Promoting GDN's and 3ie's Support**

32. The Recipient shall acknowledge GDN's and 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 GDN or 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 GDN or 3ie, as the case may be. GDN 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.
33. The fact that GDN has entered into this Agreement to administer the 3ie Grant Agreement shall not be used by the Recipient as any form of endorsement by GDN or 3ie of the Recipient or any of its employees, agents or subcontractors. The parties acknowledge that 3ie is a third party beneficiary of this Agreement, and, pursuant to the terms of the 3ie Grant Agreement, 3ie has the authority to enforce the terms of this Agreement directly against the Recipient.

### **Variation**

34. 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 GDN-3ie program staff prior to incurring any additional costs or undertaking any additional tasks prior to the expiry of this Agreement.

## **Extraordinary Events**

35. 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 19 of this Agreement.

## **Settlement of Disputes**

36. 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, the 3ie Grant Agreement, their common interest in promoting the research funded by the Grant, and act in good faith in a spirit of goodwill, partnership and cooperation.

37. In the event of any dispute arising under this Agreement, which the parties are unable to resolve by mutual agreement or mediation, either party may pursue any right or remedy which it may have at law or in equity in any court of competent jurisdiction.

## **Termination**

38. 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. Any termination by GDN pursuant to this Section shall be made with the prior agreement of GDN-3ie program staff.

39. 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.

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

## **Communications and Notices between Parties**

41. 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 GDN:            Senior Director  
                          GDN-3ie Program  
                          Global Development Network

Second Floor, West Wing  
ISID Complex, Vasant Kunj Institutional Area  
New Delhi 110-070  
India  
Facsimile No: (91) 11 2613 6893  
E-mail address: ed@3ieimpact.org

For Recipient: [Title of Contract Negotiator or Lead PI]  
[Name of Recipient]  
[Department or Office]  
[Address]  
[Facsimile No: \_\_\_\_\_]  
[E-mail address: \_\_\_\_\_]

### **Assignment**

42. GDN may assign this Agreement, in whole or in part, at any time, to 3ie or 3ie's designee. GDN or 3ie shall notify the Recipient of any such assignment. The Recipient may not assign this Agreement, in whole or in part, at any time, without the prior written consent of GDN and 3ie, which consent may be withheld by GDN or 3ie in their sole discretion.

### **Effectiveness of the Agreement**

43. 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 \_\_\_\_\_, 20\_\_.

Signed for an on behalf of  
**GLOBAL DEVELOPMENT NETWORK**

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Gerardo della Paolera  
President

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Howard White  
Senior Director, GDN-3ie Program

Signed for and on behalf of  
**[NAME OF RECIPIENT]**

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**Authorized Signatory**