



Grant Agreement

Pursuant to this agreement (the “Agreement”), the International Initiative for Impact Evaluation Inc. (“3ie”) awards **xxxxxxxxxxx** (the “Recipient”) an amount up to **xxxxxxxxxx (US\$ xxxxxx)** (the “Grant”) to fund the study entitled: **xxxxxxxxxxxxxxxxxx** (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. Subject to the terms of this Agreement, 3ie agrees to provide the Grant in an amount up to **xxxxxxxxxxx United States Dollars (US\$ xxxxxx)** to the Recipient for the sole purpose of carrying out the Project.

2. Use of Grant Funds

(a) This Grant is made only for the purposes stated in this Agreement and any documents attached hereto. The Recipient may not use funds from the Grant 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 (the “Budget”), 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 paid must be repaid to 3ie. The Recipient may use the proceeds of the Grant solely to finance eligible expenditures for the Project, in accordance with the Budget. The indirect costs will not exceed the amounts set forth in Exhibit 2 to this agreement.

(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 public 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 fulfil the Grant’s purposes or as payment representing the fair market value of property purchased to fulfil

Washington, DC

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. 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 **DD Month 202x**, the start date for the Project, to **DD Month 202x**, which is the agreed completion date for the Project.

Project execution

4. The Project shall be executed by **xxxxxxx**. The Project lead is **xxxxxxx**.

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, and environmental standards and practices; and (iii) in accordance with the provisions of this Agreement. The Recipient shall also ensure that any funds, facilities, services and other resources required for the Project are provided promptly as needed.

Disbursement of the proceeds of the Grant

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

7. The amount of the Grant shall be disbursed to the Recipient in **xx** 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
		(i)
		(ii)
		(iii)

8. Any Disbursement of Grant funds may be withheld, in whole or in part, if, 1) 3ie program staff reasonably believes that Recipient is not meeting any of its obligations under this Agreement; or 2) the Recipient has not fully accounted for the use of the previous disbursement and planned expenditures in the next period; or 3) the Recipient has not submitted all required reports and deliverables, or 3ie, using reasonable standards, has not accepted such reports and deliverables. 3ie will notify Recipient of the reasons for withholding any such disbursement(s).

9. The Grant amount stated in paragraph 1 is in United States Dollars (USD). 3ie is responsible for providing Grant funds to the Recipient, up to the maximum amount of the Grant stated in paragraph 1, in USD. 3ie is not responsible for, and will not cover, any exchange rate fees or fluctuations in the event the Recipient converts Grant funds into a currency other than USD.

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 following expiration or earlier termination 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 at least 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 standard audit processes entail 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 standard audit processes entail 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.

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, at 3ie's discretion, (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 USD 2,500** (United States Dollars Two Thousand Five Hundred).

16. 3ie will conduct a due diligence assessment process to include checks on the adequacy of Recipient's governance, risk management and internal control processes, paying particular attention to financial, safeguarding, fraud and reputational risks every 3 years and at any time where a material change in the Recipient's circumstances is identified.

Reporting

17. 3ie requires quarterly reporting and meetings with the Recipient to discuss and evaluate Project progress. Standard reporting and discussion items may include: programme progress, key risks, finance, upcoming decision points and future plans.

18. The Recipient shall report progress to 3ie in the template provided by 3ie, as specified in paragraph 7 of this Agreement. The current contact person at 3ie for this Project is **Dr. Marie Gaarder** (mgaarder@3ieimpact.org). 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 policy communications and influence completed during the reporting period and a list of all policy makers and program managers contacted.
- c) A list of all "Work" (as defined in paragraph 26) produced during the reporting period.
- d) An assessment of the extent to which the objectives of the Project have been met to date.
- e) A note on any problem 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 as laid out in the Terms of Reference. In accordance with paragraphs 1 and 58 of this Agreement, any material changes to the design or budget must be requested through a formal request for variation.

- i) A financial utilization report of expenditures against the budget for the reporting period (fund utilisation statement). 3ie program team will share the financial utilization report review process with the Recipient.

19. 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 3ie reasonably requests.

Review of the Project

20. 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 the Recipient

21. The Recipient shall be fully responsible for the conduct of the Project, including without limitation the acts, omissions or negligence of its employees, agents, representatives, grantees and contractors. 3ie shall not be responsible for the conduct of the Project, including any losses, damages or injuries caused to any person or entity resulting from the acts, omissions or negligence of the Recipient's employees, agents, representatives, grantees or contractors.
22. 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 Agreement. Whenever relevant and possible, Recipient shall carry reasonable liability insurance in connection with the activities undertaken pursuant to this Agreement.

Sub-grants and subcontracts

23. 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 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 **xxxxxxxxxx** is 3ie's grantee and that you are a sub-grantee or subcontractor of **xxxxxxxxxx** for the Project."

24. The Recipient agrees (a) to notify 3ie when it enters into any agreement with a sub-grantee or subcontractor to undertake activities on the 3ie Grant; (b) to provide the details of budgets and expenses for each sub-grantee and subcontractor in the financial utilization report.

Original work

25. The Grant is being provided for the undertaking of new original work by the Recipient. 3ie regards plagiarism and misappropriation and infringement of intellectual property rights as serious violations of research practices and academic ethics. The Recipient represents and covenants to 3ie that (a) all Work (as defined below) that is produced under this Agreement is the original work of the Recipient, 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, patent, trade secret, 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

26. For the purposes of this Agreement, "Work" means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, documents, computer programs, software, reports, books, journal articles, notes, studies, photographs, negatives, designs, drawings, specifications, sound recordings, materials, tapes, disks and other work products and deliverables conceived, reduced to practice, created or originated by the Recipient, its officers, employees, agents, grantees and/or 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, grantees and/or subcontractors in the performance of this Agreement.
27. The Recipient shall own the copyrights to the Work produced under this Agreement. The Recipient hereby grants to 3ie, and agrees that upon production of any such Work 3ie shall have, an irrevocable, worldwide, royalty-free, perpetual, non-exclusive license to use, reproduce, distribute, publish or republish, or otherwise disseminate such Work for 3ie's charitable and educational purposes. 3ie shall credit the Recipient's authorship on all copies of the Work that are disseminated by 3ie. An important attribute of high-quality evaluations is also making such evaluations available in a timely way. 3ie reserves the right to make the results of the Project publicly available.
28. 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.

29. All articles published by or for 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.”
30. The Recipient shall submit to 3ie all data collected under the Project, together with adequate documentation (survey instruments, code sheet and description of aggregate and composite variables) prior to the payment of the final tranche of the Grant. The data may be made publicly available in 3ie’s data repository as early as can be agreed with the Recipient and in any event no later than 12 months after the draft report is submitted to 3ie, or 6 months after publication of final technical report, whichever comes first.
31. The Recipient shall (i) assist 3ie 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 restricted to, policy briefings and participation in thematic workshops. The Recipient will also be required to discuss Project findings either by email or via phone with 3ie staff as may be required. The short summary of the Project provided by the Recipient may also be shared publicly by 3ie to provide a description of the Project.
32. 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 (i) either of them may be required by law or government regulation to disclose such information and, therefore, the confidentiality of information cannot be guaranteed, and (ii) information that is in the public domain or is received independently by a party will not be considered confidential.

Compliance with laws

33. The Recipient shall comply with all applicable laws in connection with the performance of its activities under the Project, including Foreign Contribution Regulation Act, 1970 and any amendments to the Foreign Contribution Regulation Act, 1970 but not limited to all applicable rules, policies and procedures governing the use of human subjects in research and privacy and data protection laws. In particular, the Recipient shall take all necessary steps to ensure that it complies with all data confidentiality and data protection requirements under applicable laws, including the Recipient’s national laws.
34. 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.
35. 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.

36. The Recipient agrees to comply with the 3ie supplier code of conduct policy.

Safeguarding for the prevention of sexual exploitation, abuse and harassment

37. The Recipient will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the performance of this Agreement by its employees, grantees and contractors. The Recipient attests that it has its own safeguarding policy and procedures in place in a formal policy and any associate policies to ensure exploitation, abuse and harassment issues are escalated to its highest governance body. If Recipient does not have such policies and procedures in place, or if 3ie deems Recipient's policies or procedures to be insufficient, the Recipient may be required to abide by 3ie's policies.
38. 3ie and Recipient have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Recipient will immediately contact 3ie Senior Safeguarding Officer at safeguardingconcerns@3ieimpact.org, to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Arrangement. The Recipient should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
39. The Recipient shall also report any credible suspicions of, or actual incidents that are not directly related to this Arrangement but would be of significant impact to its relationship with 3ie or the reputation of 3ie. For example, events that affect the governance or culture of the Recipient, such as those related to senior management, must be reported.
40. Both 3ie and Recipient will fully co-operate with investigations into such events, whether led by 3ie or any of its duly authorised representatives or agents, or the Recipient.

Fraud, corruption, bribery, theft, terrorist financing and other misuse of funds

41. The Recipient will immediately and without undue delay inform 3ie of any event which interferes or threatens to materially interfere with this Agreement, including suspicion of or actual fraud, corruption, bribery, theft, terrorist financing or other misuse of funds. The Recipient represents that it has its anti - fraud, corruption and bribery policy and procedures in place in a formal policy and any associate policies to prevent and detect fraud, corruption and bribery and to ensure fraud, corruption and bribery issues are escalated to the Recipient's highest governance body. If Recipient does not have such policies and procedures in place, or if 3ie deems the Recipients policies or procedures to be insufficient, the Recipient may be required to abide by 3ie's policies.

42. 3ie should be contacted in the first instance at fraudconcerns@3ieimpact.org. All information will be treated as confidential. Information can also be reported directly to the 3ie programme team or pwd2@3ieimpact.org where appropriate; these will be promptly passed on to fraudconcerns@3ieimpact.org.
43. 3ie and the Recipient have a zero tolerance approach towards fraud, corruption, bribery, theft, terrorist financing and other misuse of funds including any associated inappropriate behaviour. Both 3ie and Recipient will fully co-operate with any investigation into such events, whether led by 3ie or its primary donor. 3ie or its primary donor may at any time during, and up to six years after the end of, this Arrangement, arrange for additional audits, on-the spot checks and/or inspections to be carried out. These may be carried out by 3ie, its primary donor, or any of its duly authorised representatives.
44. Notwithstanding any provisions in this Agreement, 3ie may suspend funding or terminate this Agreement with immediate effect in the event of actual or suspected fraud, corruption, bribery, terrorist financing or other misuse of funds, and 3ie may recover from the Recipient all or part of the funds paid under this Agreement.
45. Consistent with local, national and international legislation and applicable United Nations Security Council resolutions, both 3ie and the Recipient are firmly committed to the international fight against terrorism. It is the policy of 3ie and its primary funder to seek to ensure that none of its funds are used to provide support to individuals or entities associated with terrorism and that 3ie staff and its program activities are compliant with counter terrorist financing legislation. In accordance with this policy, 3ie requires the Recipient and all its grantees and contractors to make themselves aware of, and comply with, their obligations under the relevant counter terrorist financing legislation.
46. The Recipient will ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:
 - a. **US Department of Treasury's Office of Foreign Assets Control (OFAC)** - Specially designated nationals and blocked persons (SDN) list
 - b. **HM Treasury's Office of Financial Sanctions Implementation** – Financial sanctions: consolidated list of targets
 - c. **UK Home Office** – Proscribed terrorist groups or organisations
 - d. **European Union** – Consolidated list of sanctions
 - e. **United Nations** – United Nations Security Council Sanctions List
 - f. **World Bank** – World Bank Listing of Ineligible Firms & Individuals

Research involving human subjects

47. The Recipient agrees that no funds will be expended to enrol 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 where research will be conducted.
48. 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 enrol human subjects until all necessary regulatory and ethical bodies' approvals are obtained. What constitutes human subject research shall be determined by applicable laws and the relevant IRBs and not by the Recipient.

49. 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.
50. 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 Project. 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

51. Both parties agree that the Recipient is an independent contractor and shall be responsible for carrying out the Project.
52. The Recipient shall be responsible for all Project management, monitoring, accounting and reporting on the Project.
53. 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.
54. The Recipient shall in no circumstances, during or after the term of this Agreement, have the authority to make any commitments on behalf of 3ie relating to any funding or other commitment under this Project or any other project or matter.

Promoting 3ie's support

55. 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 grantees or subcontractors, media reporting and annual reports. The Recipient shall duly acknowledge the technical review staff from 3ie

that have provided substantive inputs to the Project throughout its lifetime. 3ie will provide the proposed acknowledgement text and names to be cited. The Recipient shall not use the logo, logo design, branding or name of 3ie or the names of 3ie's employees in any advertisement or promotional publicity with reference to this Agreement or any product or service resulting from this Agreement, or otherwise, without the prior written approval of 3ie in each instance. 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.

56. 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 all such disclosures.
57. 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, grantees or subcontractors.

Variation

58. 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 written amendment that specifically references this Agreement and is signed by an authorized representative of each party.

No implied waivers

59. Failure by either party at any time to require performance by the 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 either party of a breach of any provision of this Agreement by the other party constitute a waiver of any succeeding breach of the same or any other provision, nor constitute a waiver of the provision itself.

Extraordinary events

60. Neither party shall be liable for any failure to perform or any delay in performing its obligations under this Agreement to the extent 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 and shall use reasonable efforts to address the cause of the delay or inability to perform. 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

61. Both parties shall make every effort to resolve amicably by informal negotiation any disagreement, dispute, controversy or claim arising between them under or in connection with this Agreement, the interpretation hereof, or any breach or alleged breach hereof

(each a “Dispute”). 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 shall act in good faith in a spirit of goodwill, partnership and cooperation.

62. Any Dispute that has not been resolved by the parties after [90 days] of amicable negotiations as provided in paragraph 61 may be submitted by either party to 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 may be entitled to recover from the losing party all of the prevailing party’s costs, including attorneys’ fees.

Termination

63. 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. For clarity, material provisions of this Agreement include, but not limited to, Sections 10 and 16, and 3ie may terminate this Agreement if the Recipient fails to comply with such provisions. In addition, 3ie may terminate this Agreement if the Recipient is unable to perform or is delayed in performing its obligations for six (6) months or more pursuant to Section 61. Upon termination pursuant to this section, provided, as a condition precedent, that Recipient submits to, and 3ie accepts and approves using reasonable standards, all required reports and deliverables due through the date of termination, in whole or part, based on the deliverable schedule table in Section 7, 3ie shall be responsible for payment for all work performed in compliance with this Agreement and the Project description up to the most recent reports and deliverables accepted and approved by 3ie prior to the date of termination.
64. 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 in this event will be effective immediately upon receipt of the notice of termination.
65. Any Grant funds remaining unspent at the completion or earlier termination of the Project shall be returned to 3ie within 60 days of the completion or earlier termination of the Project, as applicable.
66. All or a portion of the funding for this Grant that 3ie is using to support the Project was obtained by 3ie by one or more funders (each a “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) any Primary Funder terminates the payments to 3ie to support the Project or (b) any Primary Funder 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 any such termination or amendment, 3ie may, in its sole discretion,

terminate or modify any payments scheduled to be paid under the payment schedule set forth in paragraph 7 of this Agreement. Upon any such termination of funding, the Recipient shall repay to 3ie any Grant funds not yet spent.

Communications and notices between parties

67. 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: Marie Gaarder
Executive Director
International Initiative for Impact Evaluation
3ie
c/o Results for Development,
1111 19th Street, NW,
Suite 700
Washington, DC 20036
E-mail address: 3ie@3ieimpact.org

For Recipient: xxxxxxxxxx

Assignment

68. 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

69. This Agreement, which includes and incorporates by reference all attachments hereto, supersedes any prior or contemporaneous 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.

Governing law

70. 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, without regard to such State’s conflict of laws rules or principles.

Effectiveness of this Agreement

71. 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 xx day of Month, 202x.

Signed for and on behalf of

INTERNATIONAL INITIATIVE FOR IMPACT EVALUATION

Dr. Marie Gaarder, Executive Director

Signed for and on behalf of

XXXXXXXX

(Grant recipient contact name, job title)