

Part 2

General Terms and Conditions of the Grant Agreement

A1. Definitions

For the purpose of this Agreement, the following definitions shall apply in addition to those definitions provided for in Part 1 - Specific Terms and Conditions of the Grant Agreement.

Agreement shall mean Part 1 - Specific Terms and Conditions of the Grant Agreement which incorporates all Attachments appended to it, including Part 2 - General Terms and Conditions of the Grant Agreement, Part 3 - Schedule of Project Milestones, Part 4 - Project Budget, and Part 5 – Supplier, Tax, and Bank Information.

Centre Funds shall mean moneys set out in Part 4 - Project Budget which are paid or to be paid by the Centre to the Recipient under the terms and conditions contained in this Agreement.

Collaborative Project shall mean a project undertaken by two or more Collaborating Institutions, as named on page 1 of this Agreement.

Commencement Date shall have the meaning set out in Section 5 of this Agreement.

Contract Completion Date shall mean the earlier of: a) the date on which all milestones, including final reports, are submitted to the Centre and final payments have been made by the Centre; or b) the Termination Date as defined herein.

Digital Library refers to the free, electronic, internet-based and publicly accessible archive hosted and maintained by the Centre containing, among other things, records of Project Outputs.

Grant Duration shall mean the number of months from the Commencement Date during which Centre Funds are available to the Recipient to carry out the Work, as specified in section 5 of this Agreement.

Grey Literature is informally published material that is not published commercially, i.e. where publishing is not the producing body's primary activity. Generally, grey literature is not widely accessible and lacks strict bibliographic control. It includes, though is not limited to, final technical reports, theses, papers, workshop reports, conference proceedings, brochures, and audiovisual products.

Intellectual Property means (i) all domestic and foreign patents and applications therefor and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all patentable inventions, invention disclosures, improvements, trade secrets, proprietary information,

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know-how, technology, technical data, schematics and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all designs and any registrations and applications therefor; (v) all trade names, corporate names, domain names, trade dress, logos, common law trademarks, trademark registrations and applications therefor; and (vi) all rights to sue for past, present and future infringements or misappropriations of any of the foregoing.

Milestone or Milestones shall mean a significant event in the progress of the Project as outlined in Part 3 - Schedule of Project Milestones and used by the Centre to measure the progress towards Project Objectives.

Open Access means disseminated to the public in accordance with the Creative Commons Attribution License (described at <http://creativecommons.org/licenses/by/4.0/> as updated from time to time).

Project Invention shall mean (i) all domestic and foreign patents and applications therefor and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all patentable inventions, invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data, schematics and customer lists, and all documentation relating to any of the foregoing; related to the Project, which the Recipient, its employees, Subcontractors or Sub-recipients may invent, conceive, produce or reduce to practice, either solely or jointly with others in pursuit of the Project objectives.

Project Outputs shall mean any and all research-related outputs and results of the Project, including Grey Literature, articles, books and publications, in any form now existing or hereafter invented.

Project Phase shall mean a different project, which comprises work closely related to the Work which is the subject of this Agreement. The different projects, which constitute Project Phases, are documented under different Agreements.

Property includes real and personal property of every description, and deeds and instruments relating to or evidencing the title or right to property, or giving a right to recover or receive money or goods, and all funds transferred from the Centre to the Recipient pursuant to this Agreement by whatever means of transfer.

Subcontractors shall include all entities and individuals who are paid Centre Funds by the Recipient in order to complete services related to the Project.

Sub-recipients shall mean individual and entities that are granted or otherwise receive Centre Funds from the Recipient in order to undertake or fulfill Project objectives or to undertake or fulfill activities in relation to Project objectives.

Termination Date shall mean the date on which this Agreement terminates pursuant to sections A20, A22, A31, A32, or A33.

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Work shall mean those tasks undertaken by the Recipient as part of its efforts to achieve specific Project objectives.

Work Completion Date shall mean the last day of the Grant Duration.

A2. Availability of Centre Funds

Notwithstanding anything to the contrary contained in this Agreement, the Centre's obligations herein are subject to sufficient funds being made available to the Centre by the Parliament of Canada and donor partners, as applicable, during the Grant Duration, as defined herein.

A3. Diligence

The Recipient shall conduct the Work in a diligent and timely manner, and in a manner that promotes principles of research integrity.

A4. No Legal Partnership

The Recipient undertakes the Project on its own behalf and not on behalf of the Centre, and this Agreement and the Centre Funds flowing there from shall in no way be construed as creating the relationship of principal and agent, of partnership in law; or of joint venture as between the Centre and the Recipient or any other person involved in the Project.

A5. Limitation of Liability

The Centre assumes no liability with respect to any accident to any person or any loss or damage to any person or Property arising from the Project.

A6. Right of Deduction

After the Centre receives the Recipient's acceptance of the present Agreement, and concludes similar agreements with any Collaborating Institutions, if applicable, the Centre will make the initial payment under this Agreement to the Recipient in accordance with Part 3 - Schedule of Project Milestones. The initial payment under this Agreement, and all further payments with respect to this Project, shall be made in accordance with the terms of this Agreement on the condition that the Recipient is in compliance with all of its contractual obligations to the Centre, including such obligations that may arise in connection with any other agreement it may have concluded with the Centre ("Other Contractual Obligations").

Should the Recipient be in default of its obligations pursuant to this Agreement or Other Contractual Obligations, including reporting obligations, the Centre reserves the right to deduct any or all amounts which the Recipient may owe the Centre against the amounts the Centre may owe the Recipient pursuant to this Agreement.

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A7. Ethical Standards

It is the policy of the Centre that the Work involving human subjects or animals be carried out in accordance with high ethical standards. The signature of the Recipient on the Agreement signifies that the Recipient fully complies with these standards.

The Recipient shall immediately report to the Centre any difficulties it encounters in complying with the ethical standards described below. In the final technical report, the Recipient shall describe how it complied with the ethical standards in carrying out the Project.

A7.1. Information Gathering

The Recipient agrees to comply with the following principles which aim at protecting the security, dignity and privacy of every individual who, in the course of the Work carried out under this Project, will be requested to provide personal or commercially valuable information about her/himself or others (hereinafter referred to as "Subject of Research"):

- a) Before an individual becomes a Subject of Research, s/he shall be notified of:
 - the aims, methods, anticipated benefits and potential hazards of the research;
 - her/his right to abstain from participation in the research and her/his right to terminate at any time her/his participation; and
 - the confidential nature of her/his replies and any limits on such confidentiality.
- b) No individual shall become a Subject of Research unless s/he is given the notice referred to in the preceding paragraph and provides a freely given consent that s/he agrees to participate. No pressure or inducement of any kind shall be applied to encourage an individual to become a Subject of Research.
- c) Subject only to limitations which Subjects of Research are notified of, and consent to, pursuant to Subsections (a) and (b) above, the identity of individuals from whom information is obtained in the course of this Project shall be kept strictly confidential. At the conclusion of the Project, any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing. No information revealing the identity of any individual shall be included in the final report or in any other communication or publication prepared in the course, or as a result, of this Project, unless the individual concerned has consented in writing to its inclusion beforehand. Likewise, at the conclusion of the Project any information that reveals the identity of individuals who were Subjects of Research shall be destroyed unless the individual concerned has consented otherwise in writing.
- d) When children are involved in the Project, it is the policy of the Centre that special care be taken to ensure that their participation is undertaken in accordance with high ethical standards. Accordingly, in addition to the requirements of paragraphs A7.1(a) – A7.1(c) being complied with, children shall not be allowed to participate unless:

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- their parents or guardians have been counseled with respect to the children's participation in accordance with the requirements of paragraphs A7.1(a) – A7.1(c); and
- their parents or guardians have given their free, explicit, and informed consent to the participation of the children in the Project.

Parents or guardians shall have the right to withdraw their children from the Project at any time.

A7.2. Projects Involving Human Subjects in Biomedical Research

The Recipient agrees to comply with the following terms and conditions in carrying out any Work under the Project, which involves human subjects in biomedical research:

- a) In accepting Centre Funds pursuant to this Agreement, the Recipient agrees to comply with the *International Ethical Guidelines for Biomedical Research Involving Human Subjects* developed by the Council for International Organizations of Medical Sciences and the World Health Organization.
- b) In addition to the requirements of paragraphs A7.1(a) – A7.1(d) being complied with, the Recipient shall:
 - i) submit the research protocol for the Project to an appropriately constituted ethics review committee in its institution or at the national level (in the country where the Work will be carried out); and
 - ii) provide the Centre with a copy of the Committee's written approval of the protocol.
- c) The Recipient shall take whatever steps may be necessary to ensure:
 - i) that health care services that are essential to the safe conduct of research are available and accessible to Subjects of Research as necessary; and
 - ii) that effective treatment is provided to those Subjects of Research who react adversely to any aspect of the experimental procedure to which they have been subjected.
- d) The Recipient shall take all reasonable steps to ensure:
 - i) that Subjects of Research who are discovered to have health problems as a result of the research are referred to appropriate support and health care services consistent with national health care standards in the country in which they are resident; and
 - ii) that beneficial interventions or products developed as a result of research undertaken in the course of the Project are made available to Subjects of Research who were involved in the Project and who may benefit from them.

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A7.3. Medical Treatments

The Centre does not support Projects promoting or resulting in the promotion of medical treatments that are not sanctioned as safe and efficacious in accordance with recognized national and international standards. The Recipient will not, during the course of this Project or through activities arising from it, recommend the use of medical treatments that do not meet these standards.

A7.4. Transmission of Medical or Other Confidential Information

The Recipient shall take all reasonable measures to ensure protection against unauthorized access or intrusion to the confidential information contained in the personal digital assistants or being transmitted on a network.

A7.5. Projects Involving the Use of Animals

It is the policy of the Centre that any animals used in Centre-supported Projects should be treated in a humane way. Therefore, it is a condition of this Agreement that:

- a) All animals are acquired according to law;
- b) The facilities in which the animals are kept accommodate their needs;
- c) The environment in which the animals are kept is reasonably comfortable and constant;
- d) Reasonable amounts of food and water are provided to the animals;
- e) Reasonable veterinary care is provided to the animals;
- f) No animal is subjected to pain or distress unless it is a necessary aspect of experiments that has been approved by the Centre; and
- g) Where euthanasia is necessary, the method used rapidly produces a state of unconsciousness.

A7.6. Projects Involving Biological Knowledge

The Centre supports the objectives of the 1992 Convention on Biological Diversity, in particular that of promoting the fair and equitable sharing of the benefits arising from the use of genetic resources. Recipients involved in any project that may entail the use or dissemination of knowledge, including traditional knowledge, to which a person or group of persons may claim moral or legal rights, will not take steps that would prejudice such claims or diminish their value. In particular, the Recipient will not profit or act in such a way as to facilitate profit by third parties through the commercialization or dissemination of such knowledge without the concurrence of the Centre. Where the use or dissemination of such knowledge is envisioned, the Recipient will ensure that the moral or legal rights of any potential claimants are respected, through consultation with them and compensation to them where available. This section will survive beyond the Contract Completion Date.

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A8. Goods, Vehicles, and Equipment

A8.1. Procurement

The Recipient shall ensure that all procurement orders valued over 5,000 CAD are conducted on a competitive basis, locally or internationally as appropriate.

When a Recipient purchases goods, vehicles, or equipment on behalf of a Collaborating Institution, it shall arrange for their delivery to the Collaborating Institution. The Recipient shall arrange for the goods, vehicles, or equipment to be adequately insured during shipment and undertakes that such coverage shall remain valid until the Collaborating Institution takes delivery of them.

The Centre assumes no responsibility in the event of loss or damage to such goods, vehicles, or equipment.

A8.2. Importation

The Recipient, if taking delivery of goods, vehicles or equipment purchased with Centre Funds for the Project, whether purchased by the Recipient, by a Collaborating Institution, or by the Centre, is solely responsible for undertaking all formalities and other administrative arrangements necessary for importing the goods, vehicles or equipment into the country or jurisdiction in which the Work will take place.

It is the Centre's policy that it will not, in the ordinary course of business, purchase from or pay suppliers directly for goods, vehicles or equipment for the benefit of Centre grant recipients.

The Recipient shall not use Centre Funds for the direct payment of any customs, import, or other duties or taxes levied with respect to importation of goods, vehicles or equipment into any country or jurisdiction.

A8.3. Ownership and Insurance of Goods, Vehicles and Equipment

All goods, vehicles, or equipment purchased with Centre Funds, whether procured by the Recipient, a Collaborating Institution, or the Centre, shall be regarded, at the time of delivery, as Property belonging to the recipient receiving the goods, vehicles or equipment. The recipient receiving goods, vehicles and equipment purchased with Centre Funds, shall insure any goods, vehicles, or equipment purchased with Centre Funds and assumes any and all liability relating to its failure or inability to secure insurance coverage. Under no circumstances will the Centre assume responsibility in the event of loss or damage to any goods, vehicles or equipment purchased with Centre Funds.

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A8.4. Vehicle and Equipment Safety

The Recipient shall ensure that any equipment or vehicle provided through this Agreement or purchased with Centre Funds is used with the required safety precautions so that risks to the physical safety of individuals are minimized.

A8.5. Use of Vehicles Purchased

The Recipient shall ensure that any vehicle purchased with Centre Funds shall be used exclusively for carrying out the objectives of the Project and only made available to personnel working on the Project for their official use. A suitable logbook shall be maintained to record vehicle use, and the Centre reserves the right to examine this travel logbook.

A8.6. Sale, Cession, or Disposal of Equipment, Vehicles or Goods

During the course of the Project, no goods, vehicles, or equipment purchased with Centre Funds shall be sold, ceded, or otherwise disposed of without the prior written approval of the Centre.

Sales made after the Project is completed may trigger taxes; such taxes shall be the exclusive responsibility of the Recipient.

A9. Dissemination of Results

In accordance with the Centre's Open Access Policy available at the following link (<http://www.idrc.ca/EN/Misc/Pages/Open-Access-Policy.aspx>), all Project Outputs must be made available to the public on an Open Access basis.

Open access publication of books and journal articles

The Recipient shall publish books and journal articles under Open Access license at the time of publication. In the event such Open Access publication is not reasonably possible with the publisher

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or journal of first choice, the Recipient must ensure such book or journal article is placed in a suitable Open Access repository, in post-print form, within twelve months of publication.

Open access publication of Grey Literature

The Centre maintains the IDRC Digital Library (IDL), an open access repository for Grey Literature. The Recipient must submit to the Centre, in accordance with the IDRC Connect User Guide, Grey Literature in electronic form, for publication in the IDL on an Open Access basis.

The Centre reserves the right to remove any material from the IDL without notice.

A9.1. License

In submitting Grey Literature to the IDL, the Recipient agrees to the following Creative Commons Attribution license agreement: <http://creativecommons.org/licenses/by/4.0/> (as updated from time to time).

A9.2. Warranties

The Recipient confirms and warrants to the best of its knowledge that:

- a) It has the right to grant the permissions contained in this Section A9;
- b) The Project Outputs will not violate or infringe any existing intellectual property rights or any other third party rights, nor will the publication of the Project Outputs in the IDL by the Centre;
- c) It will be either the sole owner of the Project Outputs or has obtained or will obtain the necessary consents to allow the Centre and other publishers to disseminate the Project Outputs as outlined in this Agreement;
- d) There are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect the rights given under Section A9;
- e) There are no agreements of any nature in favour of anyone that could interfere with the rights granted under Section A9; and
- f) The Project Outputs contain nothing that is unlawful, libellous, defamatory or which would, if published, constitute a breach of contract, privacy or of confidence.

A9.3. Indemnification

The Recipient shall indemnify and hold the Centre harmless against any claims, actions, losses, damages arising out of a violation, breach of section A9.2 (Warranties) of this Agreement or an infringement of Intellectual Property rights committed in the course of or in relation to the Project, to the extent of its liability or that of its employees, Subcontractors and Sub-recipients.

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A10. Intellectual Property Rights

The Recipient shall respect Intellectual Property rights and shall ensure that its employees and its Subcontractors, and its Sub-recipients respect Intellectual Property rights.

A10.1. Project Inventions, Intellectual Property and Computer Programs

A10.1.1. Notice Obligations

The Recipient shall promptly notify the Centre of:

- a) any and all Project Inventions; and
- b) computer software, its documentation, or other related material (“Computer Programs”) it, its employees, Subcontractors or Sub-recipients intend to develop or adapt in the course of the Project, with full information as to content and authorship, where possible.

A10.1.2. Limitations

The Recipient shall ensure that the rights in the Project Inventions are neither licensed, nor assigned by the Recipient, its employees, Subcontractors or Sub-recipients without the express written consent of the Centre, which consent may be conditional on specific terms, as deemed appropriate by the Centre.

The Recipient shall ensure that no patent application in relation to the Project Inventions is filed without the Centre's express written consent, which consent may be conditional on specific terms, as deemed appropriate by the Centre.

A10.1.3. Open Source Software

The Recipient shall make the Computer Programs it develops in the course of the Project available open source, on terms and conditions to be agreed upon between the parties, acting reasonably. The Recipient shall ensure that Computer Programs are not otherwise assigned or licensed without the express written consent of the Centre.

A10.1.4. Memorandum of Understanding

When it is deemed likely that a Project Invention may be created, the Recipient shall be required to conclude a Memorandum of Understanding with the Centre in relation to the Intellectual Property right considerations that might flow from the creation of such Project Inventions, the timing for which shall be set out in Part 3 – Schedule of Project Milestones. Such Memorandum of Understanding shall be incorporated by reference herein and appended as an amendment to this Agreement.

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A10.2. Availability of Germplasm

Subject only to relevant quarantine regulations, the Recipient shall make available to the Centre or any institution conducting research in the same area of research as that described in the Project which so requests it any improved germplasm that has been developed in whole or in part as a result of the Project.

A11. Disclaimers and duty to acknowledge

A11.1. Disclaimers

The Recipient shall ensure that the following wording is inserted in any Project Outputs, publication or other results of the Project which reference the Centre's financial support:

"The views expressed herein do not necessarily represent those of IDRC or its Board of Governors."

The parties will jointly identify any additional required disclaimers and agree on the wording of such disclaimers.

A11.2. Duty to Acknowledge

The Recipient will recognize the support of the Centre by including in all publications the following acknowledgement:

"This work was carried out with the aid of a grant from the International Development Research Centre, Ottawa, Canada."

A12. Appearances in Recordings

To the extent that identifiable individuals are asked to appear in, or information is collected about identifiable individuals that will be included in, any photographs, videos, audio-visual recordings, or recordings in any media now known or later developed (collectively, the "Recordings"), the Recipient shall ensure the following steps are taken in securing the participation of these individuals:

1. the individuals are informed of the purpose(s) and intended use(s) of the Recordings;
2. the free, explicit, and informed consent of the individuals is obtained, without pressure or inducement, for participation in the Recordings; and
3. where children are involved, (a) the children's parents or guardians are informed of the purpose(s) and intended use(s) of the Recordings, and (b) the free, explicit, and informed consent of the children's parents or guardians is obtained, without pressure or inducement, for the participation of the children in the Recordings.

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A13. Project Budget

Centre Funds shall be used exclusively for the budgetary purposes set forth in Part 4 - Project Budget. Unless specifically indicated in this Agreement, all budget line items shall be considered as upper-limit estimates against which actual and reasonable costs are reported (see Section A15 on matters related to reporting).

The Recipient shall contact the Centre and obtain its written consent before making any substantial changes in the budgetary allocations. The budget will be reviewed in accordance with the Schedule of Project Milestones (Part 3) during the Grant Duration through the provision of annual disbursement forecasts (see Section A15).

A14. Grant Administration

The Centre will make payments to the Recipient according to the schedule set forth in Part 3 - Schedule of Project Milestones, which forms an integral part of this Agreement. The Recipient agrees that the payment of any Centre Funds under this Agreement is subject to its compliance with the conditions set out in this Agreement, including all attachments, as may be amended from time to time by the parties.

A14.1. Interest Earnings

Any interest earned while Centre Funds are in deposit at the Recipient's bank, whether in a separate Project account or in a general account, shall be fully credited by the Recipient to the Project and reported as earnings on Project financial reports (Section A15).

Such Project earnings shall be applied to the Project. Where they are not applied to the Project, the Project Budget (per Part 4 - Project Budget) will be reduced by an amount equivalent to the earnings.

A14.2. Working Currency

The working currency of the Recipient is the currency of the Project Budget in Part 4 - Project Budget. Notwithstanding the working currency of the Recipient, the Centre limits its liability to the Canadian currency value stated in this Agreement.

A15. Payments and Financial Reports

A15.1. Requests for Payment

All payments to the Recipient, except the final payment, shall be considered advances until the Project Milestones, as set forth in Part 3 - Schedule of Project Milestones, are satisfactorily achieved and a financial report of actual expenses incurred against the payment is accepted by the Centre.

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The submission of a financial report (including the financial forecast) will serve as a request.

A15.2. Submission and Format of Interim Financial Reports

Financial reports shall be prepared in a format similar to that of the Project Budget (Part 4 - Project Budget). Financial reports shall also be signed by the Project Leader of the Recipient institution and an authorized financial officer of the same institution. The report will include:

- a) a certification, in the working currency of the Recipient, of the amount of Centre Funds expended and accrued on the Project to the report date;
- b) any indirect costs, as a percentage of actual expenditures;
- c) an explanation of variances (10% or more) on Centre funds expensed as compared to the period's forecast;
- d) a certification of the amount received in the working currency after the actual bank conversion of the Centre payment;
- e) a certification of the amount of interest earned as per Section A15, in the working currency;
- f) other amounts received and against which the Centre has imposed in Part 4 - Project Budget; and
- g) a forecast of expenditures, in the working currency, for the following payment period.

The Recipient shall submit its reports to the Centre contact designated in Section 4.1, in accordance with Part 3 - Schedule of Project Milestones.

A15.3. Review and Acceptance

Within 20 calendar days of receipt of a report, the Centre shall notify the Recipient, in writing, of any errors, omissions or clarification required in the report, in which case any outstanding payment will be withheld until the report is deemed acceptable.

Notwithstanding Part 4 - Project Budget, the financial forecast submitted by the Recipient and an analysis by the Centre of the accounted expenditures will serve as basis for establishing the cash flow needs for the period or Milestones covered by the next payment and, consequently, the amount of the payment itself.

A15.4. Payment

15.4.1 Dependency on Milestone or Technical Report

Release of any payments is contingent upon the acceptance by the Centre's contact (see Section 4.1) of Part 3 – Schedule of Project Milestones achieved as at the date of the financial report.

The Centre reserves the right to increase or decrease the number and frequency of payments.

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15.4.2 Payment to Recipients

Payment to Recipients will be made by bank transfer according to information provided by the Recipient in the Supplier, Tax and Bank Information Form (Part 5), as supplied from time to time by the Centre. To avoid any delays in payment, Recipients shall be responsible to inform the Centre of any changes to their banking information.

15.4.3 Holdback and Final Payment

The Centre will retain a certain percentage of the available Centre Funds until the receipt of the final technical report and final financial report described respectively in Part 3 - Schedule of Project Milestones and in Section A16. The actual amount of the final payment will take into account the total actual expenditures of the Project. The actual final payment will be such that the net grant amount administered by the Recipient will not be exceeded.

Additional specific conditions attached to the release of the final payment may be present in Part 3 - Schedule of Project Milestones and Part 4 – Project Budget.

A15.5. Submission and Format of Final Financial Report

The final financial report shall be prepared and submitted in the same manner as the interim financial reports with the exception of the forecast of expenditures and will serve as a request for final payment.

A16. Technical Reports

All technical reports are to be prepared jointly by the Recipient/Institution conducting Work and all collaborating institutions or as deemed acceptable by the Centre's contact.

A16.1. Submission and Format of Technical Progress Reports

The Technical Progress Reports shall provide a concise description of the activities that were planned and completed during the period covered by the report, as well as a brief description of administrative aspects. The Technical Progress Reports shall include information on relevant gender indicators. The Technical Progress Reports must also contain sufficient information for Centre staff to determine the progress of the Project as well as its technical success (see http://www.idrc.ca/EN/Funding/Guides_and_Forms/Pages/default.aspx).

The Recipient shall submit its reports to the Centre contact designated in Section 4.1 in accordance with the Schedule of Project Milestones (Part 3 - Schedule of Project Milestones).

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A16.2. Review and Acceptance

Within 20 calendar days of receipt of a report, the Centre shall notify the Recipient in writing, of any omissions or clarifications required in the report, in which case any outstanding and dependent payment will be withheld until the report is deemed acceptable.

A16.3. Submission and Format of Final Technical Report

The final technical report that shall be prepared must contain sufficient information detailing the work accomplished — embodying project research findings, project results and outcomes, any direct or indirect gender transformative aspects of the Project, policy recommendations and an acceptable dissemination plan where dissemination did not take place within the scope of the Project — in order to allow Centre staff to determine its technical success, as outlined at <https://www.idrc.ca/sites/default/files/sp/Documents%20EN/resources/idrc-guidelines-for-preparing-final-technical-reports.pdf> and submitted to the Centre contact designated in Section 4.1 in accordance with the Schedule of Project Milestones (Part 3 - Schedule of Project Milestones).

A17. Allowable Expenses

No Project-related expenses will be paid if these expenses were incurred outside of the Grant Duration.

The following sections describe restrictions which are placed upon the payment for the items, goods, or services set forth in the Part 4 - Project Budget.

A17.1. Air Travel

Any air tickets purchased by the Recipient with Centre Funds, directly or indirectly, must be in excursion class or at lower fares. The applicable fare shall be purchased for the most direct and economical routing. The Recipient may reroute or upgrade at the Recipient's own expense.

A17.2. Per Diems for Subsistence

Per diems paid with Centre Funds to team members and other Project participants while on travel shall not exceed the schedule of maximum per diems in force at the Centre. Further information on the applicable rates is available from the Centre contact designated in Section 4.1 of this Agreement.

A17.3. Taxes

Outside of Canada, Centre Funds shall not be used to pay any other form of direct or indirect taxation except where:

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- a) consumption-based taxes are embedded in the cost of small goods (supplies, stationary, gas, fuel, petrol, etc.) and services (restaurant and hotel meals, consultants, printing and reproduction, etc.) which are locally procured by the Recipient;
- b) it is more economical to purchase local goods and equipment with the embedded duty and custom taxes than to purchase goods abroad and in addition pay for shipping, insurance, duty and taxes (this provision is not meant to be invoked to circumvent the work involved in getting the tax or duty exemption, where either the Centre or the Recipient is entitled to one and it would cost less to do so);
- c) local taxes cover the cost of utilities (water, sewage, garbage pick-up and other essential municipal services); and
- d) taxes are part of the cost of employment and payable over and above basic salaries (e.g. payroll taxes; employer's contributions to public health care, social security, public pension schemes, etc.).

The Centre will reimburse the Recipient for any applicable Canadian federal or provincial taxes on expenses paid with Centre Funds only if the Recipient has already claimed from the authorities a reimbursement of its input taxes. The Centre will only pay for the net tax.

After the last financial report has been submitted by the Recipient and final payment made by the Centre, all Canadian and other taxes due are the responsibility of the Recipient, and the Recipient will be liable for any tax owing.

Reimbursable taxes are deemed to be budgeted in the line items to which they apply and need not be separated.

A17.4. Project Indirect Costs

The Centre does not allow the recovery of overhead on its grants. It does however allow the recovery of reasonable indirect costs incurred in the conduct of the Work and in the administration of the Centre Funds. Indirect costs can include but are not limited to the following:

- a) salaries and benefits of personnel which support and administer the Project, such as secretaries, clerks, accountants, etc.;
- b) stationery and other office supplies;
- c) telecommunication cost (unless the nature of the Work has warranted a specific budget line item for that purpose — see Part 4 – Grant Budget); and
- d) computer equipment used for the administration or accounting of the Centre Fund disbursements.

The Recipient shall keep track of its indirect cost charges in order to satisfy the requirements of any possible audit in accordance with Section A18.

Where the Recipient has a policy of recovering its indirect costs through the application of a percentage, it shall be able to satisfy the Centre or its designated auditors that the levy is fair

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and reasonable, and the Centre shall only allow recovery of indirect costs as a percentage of actual expenditures.

In any event the Centre shall only pay indirect costs up to 13% of the recipient-administered grant value, including the indirect costs of any Sub-recipients, but excluding the amount of the indirect costs themselves.

A18. Centre Review

A18.1. Where the Recipient is a Government Ministry, Department or Institution

Where the Recipient is a government ministry, department or institution such Recipient agrees that, if the Centre so requests, financial reports will be supported by original (or certified copies of) invoices or other documents verifying the transaction.

Such Recipient agrees, if the Centre so requests, to give the Centre reasonable access to all Project records (excluding information regarding *Subjects of Research*) including pertinent financial records relating to the Project to permit the Centre to verify all pertinent financial records and compliance with the terms and conditions of this Agreement in the use of Centre Funds. Such Recipient shall maintain such records for a period of two years after the Contract Completion Date.

A18.2. All Other Recipients

Where the Recipient is not a government ministry, department or institution such Recipient will institute financial and administrative procedures acceptable to the Centre with respect to the Project and will, at the request of the Centre, periodically review such procedures and the progress of the Project with the representatives of the Centre.

In addition, such Recipient agrees that, if the Centre so requests, the final financial report (Section A15) shall be certified by external auditors and the cost of such audit shall be borne by the Centre.

Such Recipient further agrees, if the Centre so requests, to give the Centre, or its designated auditor(s), reasonable access to all Project records (excluding information regarding *Subjects of Research*), including financial records and records relating to the Open Access publication of Project Outputs to permit the Centre to verify all pertinent financial records and compliance with the terms and conditions of this Agreement in the use of Centre Funds. Such Recipient shall maintain such financial records for a period of two years after the Contract Completion Date.

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A19. Environment

A19.1. Sustainable Development

The Recipient shall plan and implement the Project in a manner that promotes sustainable development and the protection of the environment.

A19.2. Environmental Assessment

Under the *Canadian Environmental Assessment Act, 2012* ("CEAA") the Centre is required to ensure that an environmental assessment of certain projects (as the word "project" is defined in the CEAA) is conducted before providing financial assistance to carry out such projects in whole or in part. Should such an assessment be required, the Recipient shall conduct an environmental assessment and prepare a screening report in accordance with CEAA and forward it to the Centre.

The Centre reserves the right to take any action necessary to ensure compliance with the requirements of the CEAA or to ensure environmental protection more generally, including but without being limited to, the termination of the Agreement or the imposition of any mitigation or follow-up measures necessary to reduce, eliminate or control any adverse environmental effects of the Project. Without restricting the generality of the foregoing, this right shall apply in situations where the environmental assessment screening report is deemed by the Centre to be inadequate to ensure compliance with the requirements of the CEAA.

A19.3. Centre Authorization to Proceed

If an environmental assessment is required, the Centre shall determine whether the Project is likely to cause significant adverse environmental effects on receipt of the environmental assessment screening report provided by the Recipient and any other information that the Centre deems to be relevant.

The Recipient shall provide the Centre with any additional information requested by the Centre in order to enable the Centre to meet the requirements of the CEAA. The Recipient shall not in any way implement or carry out the Project until the environmental assessment screening report, if required, has been submitted to the Centre and the Centre has provided its authorization to proceed in writing.

A20. Compliance with Anti-Terrorism Principles and Sanctions Regime

The Recipient acknowledges that the Centre is bound by:

- Canada's *Anti-Terrorism Act* 2001, c.41 (hereinafter "ATA"), including the provisions of the *Criminal Code of Canada* R.S.C. 1985, c. C-46 (hereinafter "Code") brought into effect by the ATA, namely Part II.1 of the Code, which Code provisions create offences related to the participation in, financing, facilitation and carrying out of terrorism and support for entities affiliated with terrorism.

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- Canada's sanction regime as set out in:
 - the *Special Economic Measures Act* S.C. 1992, c. 17, (hereinafter the "*SEMA*"), and regulations made pursuant to the *SEMA*;
 - the *United Nations Act* R.S.C., 1985, c. U-2 (hereinafter the "*UN Act*"), and regulations made pursuant to the *UN Act*; and
 - the *Export and Import Permits Act* R.S.C., 1985, c. E-19 (hereinafter the "*EIPA*").

The Centre is committed to adhering to the provisions and principles of the *ATA*, the *SEMA*, the *UN Act*, and the *EIPA* in all work it undertakes and supports.

During and after the term of this Agreement, with regards to the Project and all Property provided by the Centre to the Recipient pursuant to this Agreement, the Recipient shall ensure that the Property is not used in any manner that would constitute a breach of the *Code*, the *SEMA*, the *UN Act*, or the *EIPA*.

The Recipient further agrees to comply with any other instructions regarding compliance with the terms and conditions of this Section A21, which the Centre may be required to issue during the term of this Agreement in response to changes to Canadian law.

A21. Anti-Corruption

The Recipient declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal practice, has been or will be made to anyone by the Recipient, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement. Any such practice is grounds for terminating the Agreement or taking any other corrective action as required.

The Recipient shall declare in writing to the Centre if the Recipient, its officers or employees included in the Project:

- a) were convicted during a period of three years prior to the submission of the Project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption or;
- b) are under sanction, for an offence involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.

The Recipient shall also obtain the same declaration from its Subcontractors and Sub-recipients in relation to Subcontractors and Sub-recipients or any of their officers or employees involved in the Project.

The Recipient shall provide copies of such declarations it receives from its Subcontractors and Sub-recipients to the Centre.

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A22. Return of Centre Funds

Within 60 calendar days after the Work Completion Date but no later than the Contract Completion Date, whichever is sooner, the Recipient shall return to the Centre any Centre Funds not used for the Project.

A23. Visits to Project

The Recipient, at the request of the Centre, will permit officers or representatives of the Centre to visit the Project site(s) at times convenient to the parties concerned and will facilitate the discussion of the results and progress of the Project between Centre representatives and Project personnel.

A24. Calls for Proposals

Subject to any restrictions imposed by the Centre, the Recipient shall in the course of administering one or more calls for proposals pursuant to the Project, comply with its internal procedures and practices governing calls for proposal. In addition, the Recipient, shall exercise due diligence and act fairly and in good faith in the evaluation and selection of the proposals submitted.

A25. Compliance with National Laws

In carrying out this Project, the Recipient shall, subject to its privileges and immunities, be responsible for complying with all applicable laws and regulations of the countries in which the Work will be carried out and to which Project personnel may have to travel to as part of the Project.

A26. Governing Law and Arbitration

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario or Canada, as applicable. Any dispute or disagreement arising from the interpretation or application of this Agreement shall be settled as follows:

- a) The parties will first endeavour to settle any difference amicably by direct dealings.
- b) If no agreement is reached within sixty days, the matter shall be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
- c) The parties agree there shall be one arbitrator.
- d) The arbitration will take place in Ottawa, Canada or such other location the parties mutually agree and the laws of Ontario and Canada, as applicable, shall apply to the substance of the dispute.
- e) The language to be used in the arbitral proceedings shall be English or French, as determined by the parties.

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- f) The award and determination of the arbitrator shall be binding upon the parties and their respective heirs, executors and assigns.
- g) Each of the parties will bear its own expense with respect to any arbitration proceedings. Notwithstanding anything to the contrary in this Agreement or the UNCITRAL Rules, the parties hereto will bear jointly the expenses of the arbitrator and associated rental costs for the purposes of arbitration on an equal basis.

A27. Sub-contractors and Sub-recipients

Subject to any restrictions imposed by the Centre, the Recipient may enter into sub-contracts in pursuit of the Project Objectives **provided** all Subcontractors and Sub-recipients become a party to an agreement with the Recipient that is consistent with this Agreement, including but not limited to clauses on research ethics and security, and all Subcontractors' and Sub-recipients' use of Centre Funds is consistent with this Agreement.

Prior to entering into agreements with Sub-recipients, the Recipient shall ensure that Sub-recipients have the expertise and technical capacity to undertake activities related to the Project. The Recipient shall be responsible for assessing and managing the administrative risks involved in funding Sub-recipients.

A28. Non-Assignment

Subject to the parties' agreement to the contrary, this Agreement and any rights or obligations arising therefrom may not be assigned by the Recipient without the Centre's prior written consent.

A29. Notices

Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic mail or telecopier shall be deemed to have been received one working day after being sent; any notice given by letter shall be deemed to have been received 15 calendar days after the date of mailing.

A30. Non-Compliance and Termination

In addition to or in lieu of any other remedies, the Centre may terminate this Agreement immediately, without notice and without any further obligation to the Recipient, or refuse to release all or part of the Centre Funds, in the event that:

- a) the Recipient fails to respect the terms and conditions of the Agreement;
- b) the Recipient fails to use the Centre Funds solely to implement the Project; or

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- c) the Centre is not reasonably satisfied with the Recipient's progress on the Project or the content of any written report from the Recipient regarding the Project, and, following discussions between the Centre and the Recipient, no resolution satisfactory to the Centre is reached within a reasonable period of time.

In the event the Centre terminates the Agreement, the Recipient shall:

- a) be liable to reimburse the Centre for the value of all Property granted to the Recipient by the Centre under this Agreement, to the date of termination, which has been improperly disposed of; and
- b) return to the Centre any Centre Funds and advances not yet spent or irrevocably committed.

The Recipient will notify the Centre contact immediately at such time as it becomes aware of any actual, possible or foreseeable breach of this Agreement.

A31. Compliance with Laws

The Recipient acknowledges that the Centre is a Canadian Crown corporation and subject to Canadian laws, in particular laws governing Canadian Crown corporations and government entities, including, without limitation:

- a) *International Development Research Centre Act*;
- b) *Access to Information Act*;
- c) *Financial Administration Act*; and
- d) *Privacy Act*.

The Recipient shall provide all reasonable assistance and cooperation to the Centre to enable it to comply with applicable laws as they may relate to this Agreement.

A32. Ceasing to Carry on Business, Bankruptcy, or Insolvency

This Agreement shall immediately terminate without notice if the Recipient (i) ceases to carry on business; (ii) commits an act of bankruptcy within the meaning of Canada's *Bankruptcy and Insolvency Act*, R.S. 1985, c.B-3, as amended, or is deemed insolvent within the meaning of Canada's *Winding Up and Restructuring Act*, R.S. 1985, c. W-11, as amended, or makes an assignment, against whom a receiving order has been made under comparable bankruptcy legislation or in respect of whom a receiver, monitor, receiver-manager or the like is appointed; or (iii) becomes insolvent or makes an application to a court for relief under Canada's *Companies' Creditors Arrangement Act*, R.S. c. C-36, as amended, the *Bankruptcy and Insolvency Act*, the *Winding Up and Restructuring Act* or comparable local legislation (collectively or severally referred to as "Act of Insolvency").

In the event of termination arising out of an Act of Insolvency, the Recipient's ownership rights in any Intellectual Property and other Project Outputs funded by Centre Funds and developed in pursuit of

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the Project Objectives shall be deemed to have automatically transferred to the Centre the date immediately preceding the actual Act of Insolvency.

A33. Non-Waiver

No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provisions (whether or not similar); nor shall such waiver be binding unless executed in writing by the party to be bound by waiver.

No failure on the part of any Party to exercise and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

A34. Gender

The Centre is committed to gender equality and to mainstreaming gender considerations throughout all stages of its programming. In accordance with the Work being conducted, the Recipient will make best efforts to ensure that gender considerations are duly considered in the Recipient's work and reflected in the Project activities and reports.

A35. Language

The parties have requested that this Agreement and all notices or other communications relating thereto be drawn up in English. Les parties ont exigé que ce contrat ainsi que tous les avis et toutes autres communications qui lui sont relatifs soient rédigés en anglais.

A36. Amendment

This Agreement may only be modified by written agreement between the Centre and the Recipient.

A37. Counterparts

This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one (1) and the same agreement. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement and those contemplated herein may be executed and delivered by facsimile signatures and shall be binding on all parties hereto as if executed by original signature and delivered personally.

A38. Survival

All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the Contract Completion Date.