

**«DATED»**

**(1) ELRHA**

**(2) «NAME\_OF\_ORG\_COVER»**

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**SUB-GRANT AGREEMENT**

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# FRAMEWORK AGREEMENT

This Agreement is between:

Elrha (the “**Grantor**”)

1<sup>st</sup> Johns Lane

London, EC1M 4AR

United Kingdom

and

«Name\_of\_Recipient» (the “**Recipient**”)

«Address\_1»,

«Address\_2»

each referred to separately as a “**Party**” and together, the “**Parties**”.

**THE PARTIES HAVE AGREED** as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions:

In this Framework Agreement:

“**Agreement End Date**” means the date when this agreement expires;

“**Appendix**” means an appendix to this Agreement or the Award Letter as stated;

“**Asset Register**” means the asset register set out in Appendix 3 (Asset Register);

“**Award Letter**” means the specific funding details of the project funded adjacent to the framework agreement.

“**Confidential Information**”, for the purpose of this agreement means, without limitation all information in whatever form stored or maintained, whether in oral, written, magnetic, digital or any other form, which relates to (i) business, financial, operational, personal data (as defined in the Data Protection Legislation) or other information or data whatsoever (including without limitation trade secrets, know-how and client contact or Donor details) relating to Recipient, their employees, trustees, Donor or volunteers; and (ii) any other information which is expressly notified to any Party as confidential. For the purposes of clarity, Confidential Information does not include information: (i) in the public domain (ii) which was already known to any

Party at the time it received it from or on behalf of the other; or (iii) disclosed to any Party without any obligation of confidence by a third party.

**“Data Protection Legislation”** means all applicable data protection laws, regulations and secondary legislation, as amended or updated from time to time, including, without limitation, the General Data Protection Regulation (EU) 2016/679 (**“GDPR”**), the Data Protection Act 2018, any future legislation.

**“Donor's Conditions”** means the specific Donor's grant conditions and policies and positions for grants as set out in the Award letter Appendix 5 (*Donor's Conditions*) if applicable;

**“Donor Funds”** means the funds made available by the Donor to the Grantor;

**“Effective Date”** means the date of this Agreement;

**“Foreground IPR”** means all discoveries, ideas, inventions, concepts, know-how, trade secrets, works of authorship, software (in both object code and source code forms), writings, drawings, designs, processes, techniques, formulas, data, specifications, technology, and other creations, developments and materials, whether or not patentable or copyrightable, that are conceived, created, developed, or reduced to practice by or on behalf of a party under or in connection with this Agreement, whether or not during regular business hours or prior to the Effective Date of this Agreement including all Intellectual Property Rights in the Deliverables (other than Recipient Input IPR);

**“Framework Agreement”** means this document and each of the Appendices, as amended from time to time in accordance with Clause 23;

**“Full Economic Cost”** is a government-directed standard costing methodology used across the UK Higher Education sector for the production of consistent and transparent research project costs.

**“Gifts”** means money, goods or services given by the Recipient in order to alter another person's behaviour in favour of the Recipient;

**“HMRC”** means Her Majesty's Revenue and Customs;

**“Input IPR”** means all Intellectual Property Rights, technology or materials that were owned, conceived, created, acquired or developed by a party independently of this Agreement prior to the Effective Date;

**“Intellectual Property Rights”** means all patents, design rights, trademarks, trade and business names and all associated goodwill, rights to sue for passing off, copyright, moral rights and related rights, rights in databases, domain names, rights in information (including know-how and trade secrets) and all other similar or equivalent rights existing now or in the future in any part of the world, in each case

whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term;

“**IRB**” means the Institutional Review Board;

“**Personal Data**” is defined as, any information relating to an identified or identifiable natural person (“data subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Project**” means an agreed set of activities undertaken under the terms and conditions of a specific Award Letter;

“**Project Budget**” means the budget for the Project as agreed between the Grantor and the Recipient for the delivery of the outputs and outcomes as set out in the Award letter;

“**Project Funding**” means the amounts outlined in the award letter that are made available to the Recipient by the Grantor pursuant to Clause 3 of this Agreement;

“**Recipient Policies**” means the policies of the Recipient as set out in Appendix 1 (*Recipient Policies*);

“**Relevant**” means according to the details set out in a specific Award Letter, or in connection to the project undertaken under the terms of that specific Award Letter;

“**Residual IPR**” means any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of either party relating to this Agreement, provided that they do not constitute Intellectual Property or Confidential Information as defined herein;

“**Safeguarding Incident**” means:

- (a) an incident of child abuse, harm or exploitation of a vulnerable group or sexual misconduct within the Recipient’s organisation or those of its partners in the Project; or
- (b) an allegation of the same, regardless of whether the allegation is confirmed or is specific;

“**Sterling**” means the lawful currency of the UK.

“**UK**” means the United Kingdom;

“**UK Government**” means the government of the United Kingdom; and

“**VAT**” means value added tax.

## 1.2 Construction

- 1.2.1 Unless a contrary indication appears, a reference in this Agreement to:
- (a) the “**Grantor**”, the “**Recipient**”, the “**Donor**”, any “**Party**” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Agreement;
  - (b) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
    - (i) a provision of law is a reference to that provision as amended or re-enacted; and
    - (ii) headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.2.2 “**£**”, “**GBP**” and “**Sterling**” denote the lawful currency of the UK.

### **1.3 Third party rights**

Unless expressly provided to the contrary in this Agreement a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

## **SCOPE**

### **2. PURPOSE**

The overall purpose of this Framework Agreement is to regulate the relations and responsibilities between the Grantor and the Recipient.

### **3. PROJECT FUNDING**

3.1 The Grantor may agree, by means of an Award Letter, to make available to the Recipient “**Project Funding**” subject to the terms of the relevant Award Letter and this Agreement and under the condition that the Recipient fulfils the obligations stated therein and hereafter.

3.2 The Parties acknowledge that any Project Funding is to be used solely for the costs included in the Project Budget and will not be used to meet the costs of any other expenditure, in particular (but non-exhaustively) those items in the list below, unless otherwise agreed between the Grantor and the Recipient:

3.2.1 lobbying the UK Government, i.e. activities which aim to influence or attempt to influence Parliament, the UK Government or political activity, or the UK legislative or regulatory action;

- 3.2.2 activities which directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - 3.2.3 petitioning the UK Government for additional funding;
  - 3.2.4 input VAT reclaimable by the Recipient from HMRC;
  - 3.2.5 activities which may lead to civil unrest;
  - 3.2.6 activities which discriminate against any group on the basis of age, gender reassignment, disability, race, colour, ethnicity, sex and sexual orientation, pregnancy and maternity, religion or belief;
  - 3.2.7 interest payments or service charge payments for finance leases;
  - 3.2.8 Gifts;
  - 3.2.9 statutory fines, criminal fines or penalties;
  - 3.2.10 payments for works or activities which the grant Recipient [or any member of their Partnership] has a statutory duty to undertake, or that are fully funded by other sources;
  - 3.2.11 activities in breach of EU legislation on state aid;
  - 3.2.12 bad debts to related parties;
  - 3.2.13 payments for unfair dismissal or other compensation;
  - 3.2.14 to replace or refund any funds lost to fraud, corruption, bribery, theft, terrorist financing or other misuse of funds.
- 3.3 Additionally, the Parties acknowledge that unless explicitly agreed by the Grantor in writing in advance, any Project Funding will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by local governments or by any local public authority.
- 3.4 The Parties acknowledge that the signing of this Framework Agreement does not create any obligation for the Grantor to issue an Award Letter, or for the Recipient to accept the conditions of any Award Letter. The Grantee may withdraw any Award Letter if the Recipient declines to accept the conditions therein.

#### **4. TERM**

Unless terminated earlier under this Agreement or extended by mutual written agreement, **this Framework Agreement shall have effect from the «Effective Date» and shall expire on the «Agreement End Date».**

#### **5. FUND TRANSFERS**

- 5.1 The Project Funding will be paid by the Grantor to the Recipient in Sterling in tranches set out in the Award Letter, provided that:



- (a) the Grantor has received such commitments from the Donor; and
- (b) the Recipient has complied with and is not in breach of the terms of this Agreement or the terms of the Award Letter

5.2 The Grantor's payment obligations will be reduced if more than 75% of the preceding payment has not been spent or contractually committed in full as at the date on which the next payment is due. Such deduction shall be equivalent to the unspent and/or uncommitted amount.

5.3 Project Funding will not be awarded on a Full Economic Cost basis, if applicable.

5.4 The Recipient will take responsibility for the possibility of exchange rate loss and prepare for the negative or positive fluctuation in budget design.

5.5 The Grantor reserves the right to withhold, and/or suspend part or all of a payment if, in the Grantor's reasonable opinion, one of more of the following circumstances arises:

5.5.1 pending a satisfactory response by the Recipient to adverse findings in an audit carried out under Clause 16;

5.5.2 misuse of all or part of a previous payment;

5.5.3 the Grantor is not satisfied with the progress of the Recipient in implementing the Project Proposal; and/or

5.5.4 the Recipient has otherwise not complied with its obligations under this Agreement.

5.6 Where payments are suspended, the Grantor will agree with the Recipient an appropriate course of action which may include terminating the Project Funding if the Recipient is not able to provide a satisfactory response within a timeframe which meets the Grantor's and the Donor's reasonable requirements or reasonably concludes that it cannot continue the relationship with the Recipient without damaging the Grantor's reputation.

5.7 The Grantor will transfer the Project Funding for each Project in accordance with Clause 5.1 and the terms of the relevant Award Letter to:

- Bank name: ..... [Name]
- Bank address: ..... [Address]
- Account holder name: ..... [Name]
- Account number: ..... [Number]
- SWIFT code: ..... [Code]
- Bank Sort code: ..... [Code]
- IBAN number: ..... [Code]

BIC number:..... [Code]

Routing details: ..... [Details]

**6. RETURN OF UNUSED FUNDS**

If the Recipient does not use any part of any Project Funding, or it becomes unable to complete any Project because it ceases to exist or cease operating or for any other reason, it must notify the Grantor immediately and the Grantor will be entitled to repayment of all unspent funds within 21 days of such notification.

**APPLICABLE POLICIES**

**7. DONOR'S CONDITIONS AND POLICIES, DATA SHARING AND PUBLICATION**

**7.1 DONOR'S CONDITIONS AND POLICIES**

The Donor's Conditions form part of the terms of the relevant Award Letter and the Recipient must comply with them to the extent they are applicable. If there is any difference and/or conflict between the terms of the relevant Award Letter and the Donor's Conditions (as amended from time to time), the Donor's Conditions will prevail. The Donor's Conditions can be found in the Appendices to the relevant Award Letter.

**7.2 DATA SHARING AND PUBLICATION**

7.2.1 The Recipient:

- (a) agrees that project data (which may include the use of some personal data, solely from the research team which could allow the identification of individuals in the project team) provided to the Grantor may be shared with the Donor for review, monitoring and evaluation purposes and that any Project information may be shared on a reasonable basis with other external bodies by the Donor; and
- (b) acknowledges that the Donor and the Grantor may publicise summary information about any Project and Project Funding on their websites and elsewhere.

**8. RESPONSIBILITY OF BOTH PARTIES**

During the implementation of any Project, the Parties will avoid jeopardising the good name and reputation of the other Party with statements or actions that may directly or indirectly affect that party.

**9. GRANTOR GENERAL OBLIGATION**

9.1 With reference to this Agreement, the Grantor will:

- 9.1.1 be legally and solely responsible towards the Donor for any Project and be the sole party in direct communication with the Donor;

- 9.1.2 transfer any Project Funding to the Recipient in accordance with Clause 5 of the Award Letter; and
- 9.1.3 provide guidance for the Recipient to implement any Project if applicable.

## **10. RECIPIENT GENERAL OBLIGATIONS**

10.1 The Recipient will:

- 10.1.1 only use Project Funding for the relevant approved Project and for the related activities listed in the relevant Award Letter;
- 10.1.2 ensure that it has adequate and appropriate resources to complete the relevant Project and use its best endeavors to ensure that any Project is completed by the Project End Date stated in the relevant Award Letter;
- 10.1.3 employ staff on contracts of employment which are compliant with relevant laws and regulations;
- 10.1.4 follow the Incident Prevention and Management Policy (Appendix 6) and report immediately to the Grantor using the email address **incidentreporting@elrha.org** when becoming aware of when becoming aware of:
  - (a) suspected or confirmed fraudulent activities, being carried out under this Project;
  - (b) any thefts, fraud, corrupt practices or other incidents in line with the applicable anti-bribery, fraud and corruption policy (Appendix 1); and
  - (c) any Safeguarding Incident, in line with the Recipient's code of conduct, child safeguarding, or other safeguarding policy referenced in Appendix 1.
- 10.1.5 inform the Grantor contact in the relevant Award Letter of a proposed change and submit an official amendment request before any changes are actioned and, in any event, no later than 30 days before the relevant Project End Date, if there is/are:
  - (a) a change to the overall goal, objectives, project location, or results set out in the relevant Project Proposal;
  - (b) a change of any Principal Investigator or Programme Manager, as applicable;
  - (c) a change in the Recipient;
  - (d) any significant change to the information included in the relevant Project Proposal;
  - (e) implementation delays of more than 30 days;

- (f) expenditure variances of more than 15% per budget category;
  - (g) changes to key project personnel;
  - (h) changes to the relevant Project Budget;
  - (i) any other events which may or are likely to impact significantly the completion and delivery of the relevant Project or adversely affect the reputation of the Grantor or that of the Donor; and
  - (j) any change to the items included in Appendix 1 (*Recipient Policies*).
- 10.1.6 plan, implement, report and monitor achievement of any Project activities;
- 10.1.7 be responsible for the financial and administrative management of any Project in the field, observing international conventions, applicable laws and good management practice, in accordance with the intentions of this Agreement;
- 10.1.8 not communicate directly with the Donor about any Project and will notify the Grantor in the event of direct communication from the relevant Donor and seek prior written approval from the Grantor for any resulting communication with the relevant Donor;
- 10.1.9 facilitate the Grantor and the relevant Donor with their visits in connection with any Project when required;
- 10.1.10 provide any information related to itself or the relevant Project within 3 Business Day of the request of the Grantor;
- 10.1.11 contribute positively to the Grantor's communications plan for the relevant Project and comply with the visibility standards as set out in the relevant Award letter *Communication Guidelines*;
- 10.1.12 ensure that appropriate consents are in place for collection, use, storage, sharing and publication of Project data , especially where this counts as personal data, to enable it to meet obligations in the Agreement, and comply with law and regulations governing data collection, storage and use in the countries where it is located and/or where Project activities take place; and comply with GDPR to allow its use within the European Union;
- 10.1.13 ensure that none of the funds or assets provided through Award Letters issued under this Framework 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) HM Treasury's Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets;
  - (b) UK Home Office – Proscribed terrorist groups or organisations;

- (c) European Union – Consolidated list of sanctions;
- (d) United Nations – United Nations Security Council Sanctions List; and
- (e) World Bank – World Bank Listing of Ineligible Firms & Individuals.

10.2 In case of any research conducted by the Recipient as part of any Project, the Recipient must:

- 10.2.1 endorse the commitments of the Concordat to Support Research Integrity which are available at: <http://www.universitiesuk.ac.uk/policy-and-analysis/reports/Documents/2012/the-concordat-to-support-research-integrity.pdf>;
- 10.2.2 ensure that any internal ethical approval required by their organisation, or their partners, is in place at all relevant times during the relevant Project and will have in place formal written procedures for managing the process of obtaining any necessary or appropriate ethical approval for the relevant Project. If no ethical approval is required, the Grantor must be informed through the relevant Programme Manager;
- 10.2.3 If applicable, obtain external ethical approval through IRB approval or equivalent in all countries of implementation and submit the copies to the Grantor as soon as received. If ethical approval cannot be provided once the project activities have begun the Grantor can remove their support;

## **REPORTING, MONITORING AND EVALUATION**

### **11. REPORTING**

- 11.1 The Recipient must submit reports in the formats requested on the relevant submission dates as specified in the relevant Award Letter.
- 11.2 The Recipient must provide clarification or additional information on reports if requested by the Grantor. The Recipient must respond within [10] working days.
- 11.3 If the Recipient fails to comply with these reporting requirements, the Grantor may not make any further grant payments until these reports have been received and approved. If there are reporting delays over three months or regularly missing reporting dates, the Grantor will review the relevant Project and will consider terminating the relevant Award and/or this Framework Agreement due to committing a material breach.
- 11.4 If the Grantor is required to submit any reports to the Donor, the Grantor may require the Recipient to make specific changes to the relevant reports to address any reasonable requirements the Donor may have as to the presentation of information

before the final draft deadline. If the Grantor wishes to make a request for such changes, the Grantor shall make any request to the Recipient within [14] days of receipt. The Recipient shall make any changes to the reports to address the Grantor's request within [7] days of receipt of such request.

- 11.5 The Recipient must submit an updated risk assessment annually throughout live awards in the form set out at Appendix 3 (*Annual Risk Assessment Template*).

## **MEDIA, PUBLICITY AND USE OF LOGO**

### **12. MEDIA**

- 12.1 The Recipient will comply with any Communications Guidelines supplied with an Award Letter.
- 12.2 The Recipient acknowledges that all documents in whatever form or media produced as a result of any Project are intended to be publicly available documents for use and dissemination by the wider humanitarian community. The Recipient will therefore provide the Grantor with full access to any such documents and consents to the publication of such documents for free public use and access via the Grantor's website and by any other means that the Grantor reasonably requires.
- 12.3 The Recipient will ensure that the Grantor's and the relevant Donor's logos are prominently displayed in all documents produced and published as a result of this Framework Agreement. Certain set wording must also be used detailing the Grantor and the Donor. Instructions on use of these logos and wording shall be obtained from the Grantor, through the Communication Guidelines supplied with the relevant Award Letter.

### **13. PUBLICITY AND USE OF LOGO**

- 13.1 The Recipient will:
- 13.1.1 The outcomes of each Project must be published or otherwise disseminated in an appropriate form, although publication or release of findings funded by the Grant may be delayed for a reasonable period to allow for protection and commercialisation of intellectual property with agreement of the Grantor.; and
- 13.1.2 not make any statements in the media (including online media) about any Project findings without the Grantor's prior consent. Individual project members may exercise academic freedom without breaching this clause if they make clear to any potential audience that they are not representing the Recipient, the Grantor or the relevant Donor.
- 13.2 The Grantor requests that the Recipient publish to the IATI standard on all its funding from the Grantor where it is in a position to do so, and to support the principle of traceability throughout the delivery chain. For more details on IATI standards see: <http://www.aidtransparency.net/>.

## **14. FINANCIAL MANAGEMENT**

- 14.1 The Recipient is responsible for all matters relating to the utilisation of any Project Funding pursuant to this Agreement and related Award Letters.
- 14.2 The Recipient shall keep good accounting records and ensure that a qualified person is handling the day-to-day management of funds and book-keeping throughout the term of any Project.
- 14.3 The Recipient shall ensure that all financial transactions, including bank transactions, related to any Project Funding are tracked and reported in a transparent manner including being able to isolate expenditures and permit the identification of all expenditures made.
- 14.4 Earned interest on spent funds may be retained by the Recipient for use within the relevant Project.
- 14.5 The Recipient should ensure expenses are specified in the books in, at the very least, the same level of details as in the budget and in such a way that the items of the budget and the accounts are comparable.
- 14.6 The Recipient must provide promptly such financial information and copies of its records as the Grantor reasonably requires and agrees to these records being shared with the relevant Donor.

## **15. PROCUREMENT, EQUIPMENT AND ASSET MANAGEMENT**

- 15.1 The Recipient will comply with best practice procurement process, equipment and asset management policies, designed to achieve value for money and have appropriate and clearly defined procedures, throughout the term of any Award Letter.
- 15.2 The Recipient is responsible for all costs related to regular maintenance of any Project equipment as well as for equipment insurance costs.
- 15.3 The Recipient will establish and maintain an up to date asset register of all capital assets purchased with any Project Funding over a value of £500 or equivalent in local funding in the required format (the “**Asset Register**”).
- 15.4 The Recipient will no later than 14 days before the Project End Date, stated in the relevant Award Letter, submit an Asset Register of all capital assets purchased [over the value of £500] with Project Funding and the Grantor will indicate within 14 days which items are to be transferred to it and which may be kept or disposed of by the Recipient.
- 15.5 The Parties acknowledge that the relevant Donor considers any capital assets purchased in part or fully from Donor Funds as project assets if they have a useful life of more than one year and either
  - 15.5.1 the purchase price or development cost of the asset is in excess of £500 or the equivalent in local currency; or

- 15.5.2 is a group of lower value items) where the combined value is in excess of £ 500 or the equivalent in local currency; or
- 15.5.3 can be considered an attractive item regardless of cost (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, etc.).
- 15.6 The Recipient will ensure that a physical check of all capital assets bought with any Project Funding takes place on at least an annual basis, if applicable, and submit to the Grantor an up-to-date inventory in the form set out in Appendix 3 (*Asset Register*) when requested to do so. The Recipient will assist the Grantor should they wish to undertake these checks directly.
- 15.7 The Recipient will be accountable for the appropriate use and control of any inventory items, in line with this Framework Agreement.
- 15.8 The Recipient will manage the risk of assets being lost, stolen, damaged or destroyed under its own policies and procedures. The Grantor expects the Recipient to cover the cost of repairing or replacing lost, stolen, damaged or destroyed assets and should make a risk-based decision on how best to do this. If the Recipient decides to take out commercial insurance to cover lost, stolen, damaged or destroyed assets, the Recipient shall not use any Project Funding to fund the premiums unless, by exception, explicitly agreed with the Grantor and the relevant Donor in writing in advance.
- 15.9 The Grantor will retain ultimate ownership of all assets, specifically capital assets, financial assets and information assets, until ownership transfer or asset disposal or otherwise agreed in writing by the Grantor at the end of each award. The Recipient should propose an appropriate disposal schedule to the Grantor in writing no later than [14] days before the Project End Date.
- 16. AUDIT AND DONOR ACCESS TO FINANCIAL RECORDS**
- 16.1 The Recipient is responsible for and will have in place and follow its own internal auditing policies in relation to any Project, which shall comply with applicable law and regulations. The Grantor may request the Recipient to provide copies of such internal auditing policies from time to time.
- 16.2 The Grantor may carry out additional internal or external inspections and audits on reasonable notice at its own cost and the Recipient will allow access to both the Grantor and the Donor on reasonable notice to inspect its financial records, equipment and project facilities.
- 17. INTELLECTUAL PROPERTY OWNERSHIP AND USE**
- 17.1 OWNERSHIP**
- 17.1.1 The Recipient shall own the rights to any and all Intellectual Property Rights arising out of or in connection with this Agreement, including, but not limited to, all Foreground IPR.
- 17.1.2 Each party shall own its respective Residual IPR and Input IPR.



- 17.1.3 The Recipient hereby grants to the Grantor a non-exclusive, royalty-free, worldwide licence to use and modify the Recipient's Input IPR to the extent necessary to use the Foreground IPR.

## **17.2 LICENCE**

The Recipient hereby grants the Grantor and the Donor a non-exclusive, royalty-free, irrevocable licence to use, copy, modify, sub-license and distribute the Foreground IPR, including any Intellectual Property Rights in the Deliverables for any purpose (the "**Licence**").

## **17.3 WARRANTIES AND INDEMNITIES**

- 17.3.1 Each party hereby represents and warrants to the other party that, at all relevant times, it owns or has the right to use or otherwise exploit all of its respective Input IPR, including, but not limited to, any such Input IPR that is incorporated into the Deliverables or the Foreground IPR.
- 17.3.2 Each party (the "**Indemnifying Party**") shall indemnify and hold the other party (the "**Indemnified Party**"), its employees and suppliers harmless from and against any cost, losses, liabilities and expenses (including legal costs) suffered or incurred by the Indemnified Party arising out of or in connection with any claim made against the Indemnified Party for actual or alleged infringement of a third party's Intellectual Property Rights in connection with the normal operation, possession or use of any of the Indemnifying Party's Input IPR (including the incorporation of any such Input IPR into the Foreground IPR).
- 17.3.3 The Recipient must ensure that anyone it employs has in place employment contracts and written agreements with students, volunteers, visiting fellows and anyone else who is not an employee engaged in working on any Project which transfer Intellectual Property Rights generated by the Project in it and will assist the Grantor in taking appropriate steps to identify, protect, manage and exploit such Intellectual Property Rights.

## **LIABILITY AND INDEMNITY, REGULATORY AND INSURANCE**

### **18. LIABILITY AND INDEMNITY**

- 18.1 The Grantor shall not, in any circumstances or for any reason, be held responsible or liable directly or indirectly for any claims, costs or liabilities arising out of or in connection with this agreement, or for any loss or damage suffered by the Recipient, its employees and/or any third parties. Nothing in this agreement excludes or limits the Grantor's or the Recipient's liability in respect of death or personal injury caused by its negligence (including negligence of its employees, agents or contractors), or fraud or fraudulent misrepresentation.

18.2 The Recipient shall indemnify and keep indemnified the Grantor against any liability suffered or incurred by the Grantor in connection with the Project as a result of any default by the Recipient or otherwise.

## **19. REGULATORY**

The Recipient must ensure that, before any Project commences and during the full term of each Award Letter, all the necessary legal and regulatory requirements, including those imposed through United Nation Security Council resolutions, in order to conduct the Project are met, and all necessary licences and approvals have been obtained. Where any element of the Project is to be conducted outside the Recipient's host country, such legal and regulatory requirements, and such licences and approvals should include those applicable in the additional countries involved.

## **20. INSURANCE**

20.1 The Recipient shall be responsible for procuring a full and comprehensive insurance policy providing appropriate cover for activities undertaken during each Project, such insurance cover shall include but not be limited to, items of equipment.

20.2 The Recipient shall ensure that any Project Funding will not be used to fund any insurance premiums intended to cover medical expenses, injury or disablement, and death unless, by exception, explicitly agreed in writing in advance.

## **EXTERNAL IMPLEMENTING PARTNERS**

### **21. EXTERNAL IMPLEMENTING PARTNERS**

21.1 The Recipient may sub-grant part of the relevant Project Funding to external implementing partners with the prior written consent of the Grantor.

21.2 The Recipient shall carry out a thorough due diligence process on the implementing partners prior to the sub-grant and shall remain responsible for any implementing partner and must ensure that it enters into a partnership agreement or a sub-grant agreement or a memorandum of understanding (as applicable) with the implementing partner which imposes on the implementing partner all obligations set out in this Framework Agreement and relevant Award Letter which are applicable to them. This includes (but is not limited to):

21.2.1 safeguarding Project Funding and enable the Recipient to recover unspent or misused funds in accordance with this Agreement;

21.2.2 ensuring that the implementing partner reports fully on their activities;

21.2.3 complying with all the Grantor's and relevant Donor's positions and policies referred to in this Agreement; and

- 21.2.4 delivering a copy of the partnership agreement, sub-grant agreement or a memorandum of understanding to the Grantor upon request by the Grantor.

## **NO JOINT VENTURES**

### **22. NO JOINT VENTURE**

Nothing herein shall be deemed to create a joint venture, agency or partnership between the Parties and the employees of one shall not be deemed to be employees of the other. None of the Parties hereto shall have the power to obligate or bind the others in any manner whatsoever, except as specifically provided herein. The Parties are independent contractors with respect to each other.

## **CHANGES TO THIS AGREEMENT**

### **23. CHANGES TO THIS AGREEMENT**

- 23.1 Any amendments to this Framework Agreement and the Appendices shall be made in writing by way of a separate agreement signed by both parties, which shall form part of this Agreement.
- 23.2 In addition, the Grantor may amend the terms of this Framework Agreement and any Award Letters issued in connection to it, in order to meet the relevant Donor's requirements, because of changes in law, or changes in the Grantor's own agreements with the relevant Donor. The Grantor will inform the Recipient if any new conditions which it issues apply to the Project Funding. If such changes are unacceptable to the Recipient, any notice of non-acceptance of the changes given by the Recipient will be deemed by the Grantor to be notice of termination of this agreement, and any affected Award Letters, received under clause 25.1.

## **ASSIGNMENT**

### **24. ASSIGNMENT**

The Recipient may not, without the prior consent of the Grantor, assign or transfer, or purport to assign or transfer, or cause to be assigned or transferred, any interest in this Agreement, or any part, share or interest therein.

## **TERMINATION**

### **25. TERMINATION OF THE AGREEMENT**

- 25.1 Subject to the remainder of this Clause 25, this Agreement may be terminated by either party giving to the other not less than [30] days' notice in writing for any reason.
- 25.2 The Grantor may terminate this Framework Agreement, or any Award Letter issued under it, and cancel part or all of the unspent part of any Project Funding if the relevant Donor reduces or cancels its grant to the Grantor. The Grantor will

- endeavour to give the Recipient as much notice as possible, but how much notice will depend upon the notice given to it, if any, by the relevant Donor.
- 25.3 Notwithstanding the above, the Grantor may terminate an Award Letter if the relevant Programme Manager or Principle Investigator is no longer employed by the Recipient and a suitable replacement is not agreed between the Parties. If this occurs, the Recipient will use best endeavours to assist in transferring the Project at the request of the Grantor.
- 25.4 The Grantor may terminate this Framework Agreement, and any Award Letters issued under it, by written notice with immediate effect and claim any losses (including all associated costs, liabilities and expenses including legal costs) from the Recipient at any time if:
- 25.4.1 the Recipient is in material or repeated breach of this Agreement;
  - 25.4.2 the Recipient breaches this Agreement and fails to remedy such breach (where the breach is capable of remedy) within [15] days of written request;
  - 25.4.3 the Recipient requests or obtains financial resources from other sources for Project activities which are already funded;
  - 25.4.4 the Recipient becomes insolvent or makes any voluntary agreement with its creditors or becomes subject to an administration order or goes into liquidation or the Recipient ceases, or threatens to cease, to carry on business; or
  - 25.4.5 the Grantor reasonably believes that continuing the contractual relations with the Recipient may damage the reputation of the Grantor or the relevant Donor.
- 25.5 Any payments due to the Recipient under this Agreement, and stated in the relevant Award Letter, will be made for Project activities, inputs and outputs delivered to the Grantor's satisfaction up to the termination. The Grantor shall not be obligated to make any further payments or pay for any expenses incurred by the Recipient after termination.
- 25.6 The Grantor may recover any sums which have been paid in advance and which are unspent (and not committed irrevocably in good faith) at the termination or to offset such sums against any payments due.
- 25.7 Upon termination, the Recipient shall stop working on the relevant Projects and take all reasonable steps to preserve and protect all work produced to date and comply with instructions from the Grantor. The Recipient shall prepare and submit any final Reports required by the Grantor.
- 25.8 Where this Agreement is terminated in accordance with Clause 29.1, the Recipient shall pay to the Grantor within [10] days of notification by the Grantor such amount as the Grantor determines as representing any loss to the Grantor resulting from

such termination together with the amount or value of any gift, consideration or commission concerned.

- 25.9 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement will remain in full force and effect.

## **CONFIDENTIALITY**

### **26. CONFIDENTIALITY**

- 26.1 Neither party shall disclose any Confidential Information relating to any other party which is identified as being confidential without the disclosing party's written permission (other than by law or by Court Order), except to those members of the relevant Project team and other employees with a need to know in order to run the relevant Project. This obligation does not apply to information which is already in the public domain, was already known to any Party at the time it received it from or was otherwise disclosed to the receiving party by a third party which was free to disclose it.
- 26.2 For the avoidance of doubt, this section shall not prevent any Party disclosing information if and to the extent required by any law, statute or regulation, or by any governmental or regulatory authority acting in pursuance of its powers, to which any Party is subject, provided that the Party uses all reasonable endeavours to obtain protective agreements satisfactory to the others.
- 26.3 The terms of this confidentiality provision shall survive the termination or expiration of this Agreement.

### **27. RECORD KEEPING**

Project narrative and financial plans and reports, including financial transactions, evidence collected, and audit reports shall be retained for no less than 7 years following the final report of the relevant Project

### **28. NOTICES**

- 28.1 In order to facilitate the flow of information, the Parties agree that one person per each organisation is appointed as the contact person for this Framework Agreement. The contact person's responsibilities and authority is limited to Agreement implementation issues and cannot act as an official representative of their respective organisations for contractual issues. If the contact person changes then the Parties agree to notify the other party as soon as is reasonable.

Grantor Contact Person  
Lucy Kingsbury  
Grants Manager  
+44 (0)203 763 0731  
l.kingsbury@elrha.org

Recipient Contact Person

[Insert Name]

[Position]

Tel number with country and area code:

Fax number with country and area code:

Email Address:

## MISCELLANEOUS

### 29. INTERNAL CONTROL AND WHISTLE-BLOWING

29.1 The Parties shall not offer to third parties or seek or accept from or be promised by third parties, for itself or for any other party, any gift, remuneration, compensation or benefit of any kind whatsoever, which could be interpreted as illegal, fraudulent or corrupt practice. Such practices may provide grounds for termination of this Agreement.

29.2 In case of any evidence or suspicion of negligence or intentional misconduct (including but not limited to fraud, misuse of funds, suspicion or allegation of breach of conventions, protocols, code of conducts) by any Party or approved external implementing partners, the Parties shall take adequate measures and inform the other Parties in writing immediately, following Appendix 9, Incident Prevention and Management Policy.

29.3 The Grantor has an obligation because of its charity registration in the UK to ensure that its funds are not used by partners to fund groups or individuals who are perceived to be linked to terrorism, even if the implementing partner themselves does not appear on the proscribed lists. The Recipient will check the names of the groups who will receive funds as a sub grantee as part of this Project against relevant prohibited lists and inform the Grantor if any of the groups appear on the lists. The following two lists must be checked, the United Kingdom Treasury list and the United States OFAC list.

### 30. SPECIAL CONDITIONS AND AMENDMENTS

30.1 The special conditions and amendments listed in Appendix 5 form an integral part of this Framework Agreement. Where wording of Appendix 5 contradicts any other clause, the wording of Appendix 5 shall prevail.

30.2 In the event of any contradiction between the wording of clauses in this Framework Agreement and the wording of clauses in any Award Letter issued under it, the wording of this Framework Agreement shall prevail.

### 31. LAW, DISPUTE RESOLUTION AND JURISDICTION

31.1 This Agreement shall be governed by, and constructed in accordance with, the laws of England and Wales.

- 31.2 The Parties will refer any dispute for informal resolution by one senior manager for each party, to be nominated at the time of the dispute.
- 31.3 If the dispute is not resolved within thirty (30) business days, either party may refer it for mediation:
- 31.3.1 if the Recipient is UK registered or located, under the Alternative Dispute Resolution (ADR) Rules of the Centre for Alternative Dispute resolution or such other mediation process as the parties agree.
  - 31.3.2 if the Recipient is not UK registered or located, under the Alternative Dispute Resolution (ADR) Rules of the International Chamber of Commerce (ICC).
- 31.4 Only if the dispute cannot be resolved by the methods set out above within three months, the parties may submit to the jurisdiction of the courts of England and Wales.

Having read the Framework Agreement in all its parts, and aware of its legal effects, the Parties declare to approve the Agreement and sign.

**Name** \_\_\_\_\_  
**Director of Finance & Operations**  
**Elrha**

**[Insert name]**  
**[Position]**  
**[Name of Recipient]**  
**[Insert Address]** \_\_\_\_\_

## **Appendices**

**Appendix 1: Recipient Policies**

**Appendix 2: Asset Register**

**Appendix 3: Annual Risk Assessment Template**

**Appendix 4: Incident Prevention and Management Policy**

**Appendix 5: Special Conditions & Amendments**