Grant Agreement
GA-6-XXX
Grant Holder

Project Title
IZA/FCDO G²LM|LIC Programme

Grant Agreement GA-6-XXX

Project Title

The FORSCHUNGSINSTITUT ZUR ZUKUNFT DER ARBEIT GmbH, established in Schaumburg-Lippe-Straße 5-9, 53113 Bonn, Germany and represented by Martin T. Clemens, Chief Financial Officer or his authorized representative (hereinafter “IZA”)

of the one part

and NAME OF THE EXPERT, address of the Expert, (hereinafter the “Expert”)

of the other part

together the “Parties”

have agreed to the following terms and conditions including those in the following annexes, which form an integral part of this grant agreement (the “Grant Agreement”).

Annex I  Description of Work
Annex II  Budget
Annex III  Schedule
Annex IV  Payment Request Form
Article I. **SCOPE**

IZA in cooperation with the UK Foreign, Commonwealth & Development Office ("FCDO") hosts the Gender, Growth and Labour Markets in Low Income Countries Programme ("G²LM|LIC") funded by FCDO. The Expert has applied for funding under G²LM|LIC with the project Project Title (the "Project"), which was selected by the selection bodies of G²LM|LIC to receive funding.

The Expert shall receive funding for the Project from IZA subject to the terms and conditions set out in this grant agreement ("Grant Agreement").

Article II. **PROJECT EXECUTION**

The Expert shall conduct the Project as provided in the Description of Work included in this Grant Agreement as Annex I. Where this Grant Agreement and the Description of Work differ, the Grant Agreement shall prevail.

Article III. **FUNDING**

1. The maximum amount of funding provided by IZA for the Project will not exceed XXXXX,XX EUR (the "Funding").

2. The provision of funds by IZA shall be based on the terms and conditions set out in this Grant Agreement.

3. Funding will be provided in Euros. Any payments between the Parties shall be made in Euros. Any payment requests or invoices shall be made out in Euros.

Article IV. **PROJECT PERIOD, TERM OF THE GRANT AGREEMENT**

1. The Projects shall commence on XXXXX and run until XXXX ("Project Period").

2. The Term of the Grant Agreement shall commence with the Project Period and continue until it is either unilaterally terminated in accordance with the provisions set out in this Grant agreement or until the Parties agree to terminate the Grant Agreement or consider it entirely fulfilled (the “Term”).

3. Upon formal written request by the Expert, the project period may be extended beyond the date set out above. Any extension will be communicated to the Expert and will be reflected in the program’s online portal.

4. For the avoidance of doubt this Grant Agreement and all rules set out there in shall continue to be in force until the Expert has delivered all required deliverables in an acceptable form to IZA.
Article V. GRANT MANAGEMENT

1. Management of the grant and project shall be done via the program’s online portal (https://eap.iza.org/g2lm-lic/).

2. All deliverables need to be provided through the online portal unless otherwise specified by the G²LM|LIC administration.

3. Extensions and changes of the deliverable schedule will be reflected on the portal and the Expert will be notified of any changes by email. Where the dates on the portal differ from those in this agreement, the dates on the portal shall be considered the correct dates.

4. The Expert shall check the portal regularly and notify IZA immediately in case of any errors or if any changes made on the portal do not reflect the Expert’s recollection of agreements reached between the parties.

Article VI. OTHER EXPERTS

1. In case the Expert has applied for funding in cooperation with other team members, the Expert shall be responsible for the timely delivery of any parts of the project that are identified as the responsibilities of the other team members in Annex I in the same manner as the Expert is responsible for the Expert’s own parts.

2. The Project shall be conducted by the Expert in cooperation with any other team members identified in Annex I of this Grant Agreement. Should the Institution wish to replace any of these team members, the Expert will inform IZA of the proposed change of team members. IZA will then either approve or reject the change of team members.

3. IZA will not decline a change of team members without reasonable cause. For the avoidance of doubt, the possibility of decreased quality of the work provided, loss of visibility and the change of experts considered to be especially important to the success of the Project shall be considered reasonable cause.

4. The requirements of Article VI. 1 shall not apply to non-essential team members such as support staff.

Article VII. REPORTING AND DELIVERIES

1. The Expert shall be responsible to provide regular reports, financial statements and other deliverables (the “Deliverables”). The timing of these Deliverables is set out in Annex III of this Grant Agreement and will be listed on the program’s online portal accordingly. It is agreed that the prompt provision of the Deliverables is a condition for continued payment of the Funding. The costs of all reports shall be borne by the Expert.

2. The content of Deliverables shall be agreed with IZA and in line with the footnotes of Annex III. It is the responsibility of the Expert to seek instructions from IZA in a timely manner well before the respective due date set out in Annex III, if the requirements for any deliverables
are unclear.

3. In case the Expert becomes aware that the Deliverables cannot be delivered by the respective due date set out in Annex III or the online portal, the Expert will promptly notify IZA, giving reasons for this delay.

4. Deliverables shall be deemed to have been delivered on time, if the first submission on the portal or – upon request directly to IZA - was made before the respective deadline. For the purpose of continued payment, Deliverables shall only be deemed to have been delivered successfully if they have been accepted by IZA as sufficient. IZA will inspect Deliverables within three calendar weeks after receipt.

5. IZA shall be entitled to request modification of Deliverables, setting reasonable deadlines for delivery of any such modification. In this case and for the purpose of continued payment, Deliverables shall only be deemed to have been delivered successfully if the modifications have been accepted by IZA.

6. Deliverables shall be written in English unless agreed otherwise in writing.

7. IZA may, if it so chooses request additional reports and statements from the Expert at any time during the Project, if it has reasonable doubts concerning the correct provision of the Project or the correct use of funds received. The costs of such additional reports or statements shall be borne by the Expert.

8. Any data generated with full or partial funding though G²LM|LIC shall be made publically available after the completion of the project. For this purpose the data needs to be provided to IZA for publication via IZA’s Research Data Center (IDSC). The Expert may request a reasonable embargo period prior to publication by IZA following the completion of the Project. During this period, the extent of which will be agreed with IZA, IZA will postpone publication of the data.

For the avoidance of doubt and in addition to publication by IZA the Expert will also be allowed to publish any data elsewhere.

**Article VIII. PAYMENT BY IZA**

1. Payments by IZA will be made in accordance with the Schedule set out in Annex III and the terms and conditions set out in this Grant Agreement.

2. Payments will be made on the basis of payment requests by the Expert using the template provided in Annex IV of this Grant Agreement. Payment requests must be signed and uploaded to the portal. No modifications should be made to the template beyond filling out requested information.

3. Should the Expert wish to delay payment requests due to a delay in actual spending, the Expert shall notify IZA of the delay no later than on the date set out for the payment request in Annex III.

4. Payments will be made by IZA within 30 days of receipt of the respective payment request, but only if the payment request is deemed to be in line with the budget in Annex II and if all respective Deliveries have been received and accepted. In case of modification requests
made by IZA in accordance with Article VIII, the 30 days period for payment by IZA shall not begin before the requested modification has been accepted by IZA. IZA shall not be required to make any payments before it has received the respective portion of the program funds from FCDO.

5. If any Deliverable is delayed more than four weeks beyond the delivery date set out in Annex III, IZA may reduce the respective tranche payment connected to the delivery date for the delayed Deliverable by up to 10% per week of delay. Any such deduction from payments to the Institution shall be lost to the Expert and the maximum amount of funding will be reduced accordingly. IZA will notify the Expert of the payment reduction.

6. If the Expert fails to deliver all Deliverables in an acceptable form by the respective due date set out on the portal and is notified by IZA of any missing or incomplete Deliverables, the Expert shall be given a maximum of sixty calendar days to provide the outstanding Deliverables. After this period the Expert shall no longer be entitled to receive the tranche payment connected to the due date in question. In this case IZA may decide to reduce the total Funding by an amount not exceeding the amount listed as maximum payment for the respective due date in Annex III.

7. It shall be entirely at IZA’s discretion whether it invokes the above payment reduction rules in each individual case.

8. The maximum amounts specified in Annex III represent the maximum total payment by IZA. The Expert shall be responsible for the payment of any taxes, duties, social security payments or other comparable costs.

Article IX. **Costs**

1. The Expert will only request payment of amounts not exceeding those set out in Annex III as the maximum amounts.

2. IZA shall only provide funding for actual costs.

3. The Expert shall provide a signed financial statement stating the amount of actual costs incurred under this project and the amount of funds requested from IZA as specified in Annex III or upon request by IZA. The Institution shall bear the costs of producing such statements. Any excess amounts received shall be reimbursed to IZA.

4. Reimbursement of any excess funds received according to Article IX shall be carried out by deduction from the following payment requests. Any sums set out in Annex III but not received due to lower actual costs may be requested at a later point during the Term if the Expert shows that these costs were incurred at a later time than originally planned.

5. The Expert shall keep any invoices and other proof of actual costs until at least two years after the end of the Term. IZA may, at any time during or up to two years after the Term has ended, request delivery of invoices and other proof of actual costs. IZA may demand
the reimbursement of any funds transferred to the Expert in part or in full, should the Expert fail to provide such files, invoices or other proof during the two year storage period. This includes costs incurred by any of the team members.

6. The Expert will be required to reimburse any funds found to have been received in excess due to lower costs after the completion of the Project to IZA by way of a bank transfer. This shall apply as well, if reimbursement is not completed with the final payment request as stated in Article IX. 4.

7. If national or local rules within the jurisdiction that applies to the Expert prohibit the return of funds, the Expert will notify IZA of this fact at the beginning of the grant agreement or otherwise as soon as the Expert becomes aware of such prohibitions. In this case IZA is entitled to change the payment schedule to only allow reimbursement of past cost.

8. In case the actual expenditures of the Expert are repeatedly found to be much lower than the amounts stated in the budget, the parties will agree on a new budget.

If the successful execution or the Project so requires and the movement of funds does not negatively affect any parts of the Project, the Expert may use funds provided for one cost category (as included in Annex II) for another category. Any such movement of funds between two or more categories that represent more than 10% of any of the relevant categories value shall be agreed with IZA in advance.

Article X. RIGHTS OF USE

IZA and FCDO shall be granted by the Expert a non-exclusive, world-wide, perpetual, transferable, sub-licensable, irrevocable and royalty-free license to use any of the Deliverables set out in Annex III including any data and data sets. IZA and FCDO shall not be required to pay any fees for licenses granted under this Grant Agreement. For the avoidance of doubt, Deliverables, including financial reports or audits, may not be marked “confidential”, “draft” or bear any other indication of limited usability. Any Deliverables bearing such markings will automatically be rejected.

Article XI. PUBLICATIONS AND PROPERTY RIGHTS

1. The Expert will not infringe the intellectual property or any other right of IZA or any third party in the execution of this Grant Agreement and shall indemnify IZA against any claim brought by a third party against IZA for any such infringement.

2. The Expert shall inform IZA of any publication the Expert intends to make that is based on, uses or contains in part or full any of the scientific outputs from the Project funded by G²LM|LIC as early as possible.

3. IZA shall be provided with at least one copy of any publication by the Expert containing in part or full any of the results of the Project funded in part of full by IZA free of charge.

4. Any publication arising from the Project shall contain an express acknowledgement of the Expert’s copyright and the following statement: “This document is an output from a project funded by the UK Foreign, Commonwealth & Development Office (FCDO) and the Institute
of Labor Economics (IZA) within the G²LM|LIC Programme. The views expressed are not necessarily those of FCDO or IZA.". IZA shall be entitled to prescribe a different wording of the above acknowledgement for future publications should the need arise.

5. The use of the G²LM|LIC, IZA, UK Aid or FCDO logo must be agreed with IZA and FCDO on a case by case basis. The Expert shall be required to use these logos for any publication arising from the Project in case IZA should request such use.

Article XII. OPEN ACCESS

FCDO is committed to strengthening demand for knowledge and improving access to research information. The current Open Access policy is accessible on the following website: https://www.gov.uk/government/publications/dfid-research-open-and-enhanced-access-policy. Grant holders are encouraged to adopt the policy and to maximize the use of open access publication wherever possible. FCDO also encourages grant holders under the G²LM|LIC project to archive quantitative and qualitative data sets, resulting from the research it funds, with appropriate data archiving repositories at the earliest opportunity. FCDO and IZA will jointly monitor the extent of open access publication as part of ongoing project monitoring.

Article XIII. TERMINATION

1. In case of termination, the terminating party shall provide the other party with a termination notice in writing.

2. IZA may terminate this Grant Agreement if:

   ▪ The Expert fails to deliver Deliverables set out in Annex III and does not notify IZA of the reasons for such failure promptly in order to find a solution to the delay.

   ▪ The Expert repeatedly or continually fails to deliver any Deliverables within the agreed deadline or in the agreed format.

   ▪ The execution of the Project is delayed severely for reasons that are caused by the Expert.

   ▪ There are severe and un-remedied (quality) faults in the provision of the Project as set out in Annex I.

   ▪ The Expert declares that it will not or cannot continue to conduct the project as set out in this Grant Agreement.

   ▪ Any team member deemed by IZA to be irreplaceable for the success of the Project and included in Annex I can no longer participate in the execution of the Project.

   ▪ The Expert becomes insolvent or is otherwise deemed to be incapable of continued execution of the Project.

   ▪ Any declaration, representation, statement or document provided by the Expert during the application and contracting stage or throughout the execution of the project is found to be false or incorrect.
FCDO decides to withdraw its funding for G²LM|LIC in general or for the Project specifically.

The Expert is found to be in violation of Article XVI. of this contract.

3. The Expert may terminate this Grant Agreement if:
   - IZA fails to provide payment without cause for a period of more than six months after the due date of such a payment, unless such delay is caused by the Expert.
   - IZA declares that it will not or cannot continue to provide funding for the Project.

Article XIV. RESULTS OF TERMINATION

Following the termination of this Grant Agreement:

- All licenses granted under this Grant Agreement shall continue to exist and be held by IZA and FCDO.
- IZA shall no longer be required to provide any funds to the Expert except such funds which were irrevocably committed in good faith prior to being notified of termination or that may be decided as being required to finalize activities in a sensible manner.
- The Expert will provide IZA with any Deliverables already in production at the time of the termination in their current version.
- The Expert shall return any excess funds it may have received to IZA.

Article XV. COMMUNICATIONS

1. All communications concerning the Project should be directed to:
   - For IZA, in case of administrative issues: XXXXXXXX
   - For IZA, in case of scientific issues: XXXXXXXX
   - For the Expert: XXXXXXXXXXX

2. The Expert shall inform IZA promptly if it becomes aware at any time of any factors that may negatively affect the timely execution of the Project as agreed.

3. All communications shall be made in the English language.

Article XVI. ADDITIONAL RESPONSIBILITIES OF THE INSTITUTION

1. The Expert shall be responsible to ensure that all funds received on the grounds of this grant agreement and any amendments thereof are used only for the purposes specified in
this grant agreement. No funds provided to the Expert by IZA may be used to fund illegal activities, including acts of terrorism, and the Expert will endeavor to prevent bribery and fraudulent activities.

2. The Expert is required to ensure that no person directly or indirectly affected by the activities funded on the basis of this Grant Agreement, including the expert’s employees or downstream suppliers, comes to harm. This includes but is not limited to harassment, exploitation, sexual or otherwise, physical or psychological mistreatment, forced labor, coercion, discriminatory treatment and human rights violations of any kind. The Expert shall specifically ensure that no harm befalls any vulnerable group, such as children or vulnerable adults, the Expert might work with, and have mechanisms in place for the reporting and investigation of any such allegations. Specifically, the Expert and all team members shall adhere to the IZA Code of Conduct as published on the IZA website (https://www.iza.org/de/code-of-conduct).

3. The Expert shall ensure that any partners and external suppliers the Expert may choose to cooperate with for the purpose of this Grant agreement also adhere to the requirements of this article.

Article XVII. PUBLIC COMMUNICATION

IZA and FCDO shall have the right but not the obligation to publish information concerning the Project including but not limited to the name of the Expert, the project value, the names of the team of experts, the project title and a project summary wherever it sees fit to do so. The Expert may communicate the project and the funding the Expert receives from G²LM|LIC but should not communicate the names of IZA employees or similar facts without the express permission of IZA. The Expert should agree the content of any media statements or similar public communications, with IZA and FCDO prior to publication.

Article XVIII. FORCE MAJEURE

Neither party shall be responsible for the prevention or delay of its performance of this Grant Agreement by any act or condition beyond the reasonable control of that party (force majeure) including without limitation failure of infrastructure or power supplies, flooding, war, military conflict, strike, natural disasters, etc.

Article XIX. CONFIDENTIALITY

The parties agree to treat all information received by the other party as confidential that is either clearly marked as confidential or can be deemed confidential due to its nature. Neither party will disclose any such information to any third party without the other party’s prior written consent, unless required by law to do so. However, IZA may share any information relating to the Project and the Grant agreement with FCDO, even if such information should be marked as confidential.
Article XX. WAIVER

No failure or delay on the part of either of the parties to exercise any right or remedy under this agreement shall be construed or operate as a waiver of that right or shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

Article XXI. NO PARTNERSHIP OR EMPLOYMENT

This Grant Agreement shall under no circumstances be deemed to establish any permanent partnership between the parties or to constitute either party as an agent, partner, joint-venturer, employee or representative of the other. IZA will not be responsible for the activities of any person or third party engaged by the Expert as a result of this Grant Agreement, nor will IZA be liable for any costs incurred by the Expert in terminating the engagement of any such person.

Article XXII. SEVERABILITY

In case any provision in this Grant Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. The parties will endeavor to replace such invalid, illegal or unenforceable provision with a provision that most closely reflects the original intend of the invalid, illegal or unenforceable provision.

Article XXIII. HEADINGS

The headings added to this Grant Agreement are intended for ease of reference only and do not constitute an integral part of the Grant Agreement.

Article XXIV. APPLICABLE LAW AND JURISDICTION

This Grant Agreement shall be governed by and construed in accordance with the law of Germany. Any disputes arising out of this Grant agreement that cannot be resolved amicably shall be settled exclusively by German courts.
ANNEX I
DESCRIPTION OF WORK

[THE ORIGINAL PROPOSAL WHICH WAS SELECTED INCLUDING ANY REVISIONS REQUESTED BY IZA]
ANNEX II
BUDGET

[THE BUDGET SUBMITTED TO IZA WITH ANY REVISIONS REQUESTED]
The total payment to the Expert shall be no more than € 25,000,00 (in words twenty five thousand Euros and zero cents). IZA will only pay actual costs. Any excess funds received by the Expert shall be reimbursed to IZA.

<table>
<thead>
<tr>
<th>Timing</th>
<th>Deliverable</th>
<th>Maximum Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Signature of the contract Payment request</td>
<td>40%</td>
</tr>
<tr>
<td>6</td>
<td>Payment request accompanied by a short activity statement</td>
<td>20%</td>
</tr>
</tbody>
</table>
| 12     | Accepted Final Report 2  
|        | Research Quality Review  
|        | Minimum of one Policy Brief 3  
|        | Payment request               | 20%             |
| 24     | Public release of Data 4  
|        | Impact Report (12 months after completion) 5  
|        | Signed Financial Statement Payment Request           | 20%             |

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1. The format and required contents of all deliverables will be defined by IZA when needed.
2. The final report should be produced according to the final report guidelines supplied by IZA upon request.
3. The Policy Briefs will be used and published by IZA non-exclusively.
4. This means irrevocable and free online access by any user worldwide to full-text/full version scientific and scholarly material produced (with a copy going to the Data Repository of the IDSC of IZA). This date applies unless an earlier date is specified in the Description of Work, in which case the date in the Description of Work applies.
5. The impact report should be produced according to the impact report guidelines supplied by IZA upon request.