Grant Agreement

GA-5-XXX

Grant Holder

Project Title
IZA/DFID G²LM|LIC Program

Grant Agreement GA-5-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 FUNDED INSTITUTION, address of the funded institution, authorized representative of the funded institution (hereinafter the “Institution”)

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
IZA in cooperation with the UK Department for International Development ("DFID") has set up the IZA/DFID Gender, Growth and Labour Markets in Low Income Countries Programme ("G²LM|LIC") funded by DFID. The Institution has applied for funding under G²LM|LIC with the project Project Title (the "Project"), which was selected by the independent selection bodies of G²LM|LIC to receive funding.

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

The Institution 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.

1. The maximum amount of funding provided by IZA for the Project will not exceed XXXX,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.

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

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"). For the avoidance of doubt this Grant Agreement and all rules set out there in shall continue to be in force until the Institution has delivered all required deliverables in an acceptable form to IZA.

The Project shall be conducted on behalf of the Institution by the experts identified in Annex I of this Grant Agreement. Should the Institution wish to replace any of these experts, it will inform IZA of the proposed change of experts. IZA will then either approve
or reject the change of expert.

2. The Institution shall only be entitled to propose a change of expert, if one of the experts mentioned in Annex I is no longer available due to sickness or death, has moved to another institution or for similar reasons. The Institution shall not be entitled to propose a change of expert, if the services of the expert in question are required for another project.

3. IZA will not decline a change of experts 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.

Article VI. PARTNERS

1. In case the Institution has applied for funding as the leader of a consortium or otherwise in cooperation with other partner institutions, it shall be responsible for the timely delivery of any parts of the project that are identified as the responsibilities of the partner institutions in Annex I in the same manner as it is responsible for its own parts.

2. The Institution shall notify IZA promptly if any partner institution wishes to withdraw from the Project or in case any partner institution is no longer able to participate in the Project. In this case, the Institution and IZA shall cooperate to find a solution to any problems that may be caused by the withdrawal of any partner. Such solutions could include but are not limited to the selection of a new partner or the re-division of responsibilities among the remaining partners. In case of a proposed selection of a new partner institution, IZA will have the right to accept or reject the inclusion of the new partner institution into the Project.

3. The withdrawal of cooperation partners from the project shall have no effect on the responsibility of the Institution to provide the agreed upon work.

4. Should the withdrawing partner institution be considered to be a vital component of the Project by IZA and the parties cannot find a satisfying solution to such a withdrawal IZA shall be entitled to terminate this Grant Agreement if it so wishes.

Article VII. REPORTING AND DELIVERIES

1. The Institution 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. It is agreed that the prompt provision of the Deliverables is a condition for continued payment of the Funding. The content of Deliverables shall be agreed with IZA and in line with the footnotes of Annex III. The costs of all reports shall be borne by the Institution.

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 Institution 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 Institution becomes aware that the Deliverables cannot be delivered by the respective due date set out in Annex III, it will promptly notify IZA, giving reasons for this delay.

4. Deliverables shall be deemed to have been delivered on time, if the first delivery 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 Institution 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 Institution.

8. Any data generated with full or partial funding through 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 institution may request an 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 institution 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 Institution using the template provided in Annex IV of this Grant Agreement. Payment requests must be signed by the legal representative of the Institution by hand and delivered to IZA.

3. Should the Institution wish to delay payment requests due to a delay in actual spending, it 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 VII, the 30 day 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 DFID.

5. If the Institution fails to deliver all Deliverables in an acceptable form by the respective due date set out in Annex III and is notified by IZA of any missing or incomplete Deliverables, the Institution shall be given a maximum of sixty calendar days to provide the outstanding Deliverables. After this period the Institution 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.

6. 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 Institution and the maximum amount of funding will be reduced accordingly. IZA will notify the institution of the payment reduction. It shall be entirely at IZA’s discretion whether it invokes the payment reduction rules of Article VIII in each individual case.

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

8. An amount no less than 10% of the actual project value shall be withheld by IZA until the Institution has successfully submitted an accepted Impact Report and an audit report covering the entire project period and shown proof of public data release. Unless otherwise specified in Annex III this shall be due one year after completion of the projects research.

Article IX. COSTS

1. The Institution 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 Institution shall provide certified statements by its independent auditors stating the amount of actual costs incurred under this project and the amount of funds requested from IZA during the Project and thereafter as specified in Annex III. The Institution shall bear the costs of producing such certified statements or audits. Any excess amounts received shall be reimbursed to IZA.

The Institution may request permission by IZA to use an internal auditing service. Such a request can only be made at the beginning of the Project. The use of internal auditing service is only permissible if the auditing service is entirely independent from the
department requesting funds and the project team. The final decision whether internal auditing services are permissible rests solely with IZA. In addition IZA may still require an external audit if it has doubts concerning the report provided by internal auditing services.

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 Institution shows that these costs were incurred at a later time than originally planned.

5. The Institution shall keep, in its own files, 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 institution in part or in full, should the Institution fail to provide such files, invoices or other proof during the two year storage period. This includes costs incurred by any of the partner institutions.

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

8. If the successful execution or the Project so requires and the movement of funds does not negatively affect any parts of the Project, the Institution 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. The maximum amount of 20% of the total value for category B cannot be exceeded.

**Article X. RIGHTS OF USE**

IZA and DFID shall be granted by the Institution 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 DFID 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 Institution 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 Institution shall inform IZA of any publication it 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 three (3) copies of any publication by the Institution containing in part or full any of the results of the Project funded in part of full by IZA free of charge. Where a publication is made in electronic form only, IZA will be provided at least one copy.

4. Any publication arising from the Project shall contain an express acknowledgement of the Institution’s copyright and the following statement: “This document is an output from a project funded by the UK Department for International Development (DFID) and the Institute for the Study of Labor (IZA) for the benefit of developing countries. The views expressed are not necessarily those of DFID 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 DFID logo must be agreed with IZA and DFID on a case by case basis. The Institution 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

DFID is committed to strengthening demand for knowledge and improving access to research information. DFID has therefore launched an Open Access policy, 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. DFID 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. DFID 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 Institution 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 Institution 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 Institution.
   - There are severe and un-remedied (quality) faults in the provision of the Project as set out in Annex I.
The Institution declares that it will not or cannot continue to conduct the project as set out in this Grant Agreement.

Any expert 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.

Any partner institution 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 Institution becomes insolvent or is otherwise deemed to be incapable of continued execution of the Project.

Any declaration, representation, statement or document provided by the Institution during the application and contracting stage or throughout the execution of the project is found to be false or incorrect.

DFID decides to withdraw its funding for G²LM|LIC.

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

3. The Institution 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 Institution.
   - 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 DFID.

- IZA shall no longer be required to provide any funds to the Institution 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 Institution will provide IZA with any Deliverables already in production at the time of the termination in their current version.

- The Institution 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: Xxxxxxxxx
2. The Institution 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 Institution 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 institution by IZA may be used to fund illegal activities, including acts of terrorism, and the Institution will put in place sufficient methods to prevent bribery and fraudulent activities.

2. The Institution is required to have processes in place that ensure that no person directly or indirectly affected by the activities funded on the basis of this Grant Agreement, including the Institution’s employees, 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 Institution shall specifically ensure that no harm befalls any vulnerable group, such as children or vulnerable adults, the institution might work with, and have mechanisms in place for the reporting and investigation of any such allegations.

3. The institution shall ensure that any partners and external suppliers the Institution 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 DFID shall have the right but not the obligation to publish information concerning the Project including but not limited to the name of the Institution, the project value, the name of the Principal Investigator and the team of experts, the project title and a project summary wherever it sees fit to do so. The institution may communicate its project and the funding it receives from G2LM|LIC but should not communicate the names of IZA employees or similar facts without the express permission of IZA. The Institution should agree the content of any media statements, if required, with IZA and DFID 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 DFID, even if such information should be marked as confidential.

**Article XX. VARIATION**

No variation of this Grant Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to it.

**Article XXI. 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 XXII. 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 Institution as a result of this Grant Agreement, nor will IZA be liable for any costs incurred by the Institution in terminating the engagement of any such person.

**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.

FOR IZA: 

_______________________
Date

_______________________
Martin T. Clemens
Chief Financial Officer

FOR THE INSTITUTION:

_______________________
Date

_______________________
[Name]

_______________________
[Position]
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]
ANNEX III
SCHEDULE

(EXAMPLE FOR 24 MONTH PROJECT, €100.000,- GRANT)

The total payment to the Institution shall be no more than € 100.000,00 (in words one hundred thousand Euros and zero cents). IZA will only pay actual costs. Any excess funds received by the institution 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</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>Payment request</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Payment request accompanied by a short activity</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>statement²</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Accepted Mid-Project Interim Report³</td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>Audited Financial Statement⁴</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment request</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Payment request accompanied by a short activity</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>statement</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Accepted Final Report⁵</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>Research Quality Review</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Minimum of one Policy Brief⁶</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment request</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Public release of Data⁷</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>Audited Financial Statement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Impact Report (12 months after completion)⁸</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment Request</td>
<td></td>
</tr>
</tbody>
</table>

¹ The format and required contents of all deliverables will be defined by IZA when needed.
² The short activity statement should contain information on progress made since the last statement or report and should include the project title, the institution name(s), the project/application number, the applicant ID and the principal investigator. It should contain a short description of progress against planned work, and a list of articles, reports, conference papers or presentations, and other outputs as well as a list of events organized, if any.
³ The interim report should be produced according to the interim report guidelines supplied by IZA upon request.
⁴ The audited statement should state funds received and spent for the project, separated according to the budget categories.
⁵ The final report should be produced according to the final report guidelines supplied by IZA upon request.
⁶ The Policy Briefs will be used and published by IZA non-exclusively.
⁷ 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.
⁸ The impact report should be produced according to the impact report guidelines supplied by IZA upon request.