

Template & Guidelines for a Grant Agreement Letter
Alliance for a Green Revolution in Africa (AGRA)

AGRA Grant Agreement Letter

«Date»

«Org_Primary_Contact_Name»

«Org_Primary_Contact_Title»

«Org_Legal_Name»

«Org_Street_Address»

«Org_City», «Org_Postal_Code»

«Org_State»

«Org_Country»

Re: Grant Reference No. «Request_Reference_Number»

Dear «Org_Primary_Contact_Name»:

Alliance for a Green Revolution in Africa (“AGRA”) is pleased to award «Org_Legal_Name» (“«Org_Also_Known_As»”) a project support grant in the amount of «Request_Grant_Amount» for the period from «Request_Project_Start_Date» to «Request_Project_End_Date» («Request_Term_Months» months) to carry out the project titled, “«Request_Project_Title»,” which aims «Request_Purpose» as described in your proposal and budget dated «Request_Request_Date». This letter the (“Grant Agreement”) summarizes the terms and conditions under which AGRA has awarded this grant to you.

Legal Status. We understand that your company was created in (insert country) by (identify stature, charter, or other document) and is operated under the laws of (insert country). The terms and conditions of this grant are based on the materials that you have provided to AGRA. If there are any material changes in your organizing documents or other information submitted to AGRA during our consideration of this grant or made during the grant period, you agree to notify AGRA promptly.

Payment of Grant Funds. AGRA will disburse grant funds to you upon our receipt of this Grant Agreement signed by an authorized officer of your company and upon satisfactory completion by «Org_Legal_Name» of all the terms and conditions for this grant, including reporting obligations, according to the following schedule:

«Require_Views_Payments»

Restrictions on the Use of Grant Funds. AGRA grant funds, and any income earned on those funds, may not be spent domestically or internationally (a) for any purpose other than that for which the grant is made; (b) without AGRA’s prior written approval, to make a grant to any individual for travel, study, or similar purpose, or to make a grant to any other organization; (c) for any purpose other than charitable, scientific, literary or educational purposes; (d) to carry on propaganda or otherwise attempt to influence, directly or indirectly, specific proposed or pending legislation; or (e) to purchase any capital equipment. In addition, any proposed change to a budget line item of more than 10% must be approved in writing by AGRA in advance.

The proposed project will primarily benefit the poor small holder farmer who makes up the majority of farmers in «Org_Country». You agree that any incidental financial benefit realized by your company in the course of carrying out the project will be invested in the continued operations of the company which will enhance the distribution system and benefit more poor farmers.

Anti-Terrorism. You hereby certify that «Org_Legal_Name» operates in compliance with the laws of «Org_Country» and confirms that it does not support or conduct, directly or indirectly, any terrorist activities or violence of any kind. You further certify that «Org_Legal_Name» takes reasonable steps to ensure that staff, board and other employees have no dealings whatsoever with terrorists or terrorist organizations and do not support, directly or indirectly, terrorist activities or violence of any kind.

If, as a part of this Project, any funds are to be disbursed to any specific individuals or organizations, you agree to check the names of such individuals or organizations against the United States Department of Treasury, Office of Foreign Assets Control (“OFAC”) list of “Specially Designated Nationals” maintained on OFAC’s website at www.treas.gov/offices/enforcement/ofac/sdn/ prior to disbursement. Re-granting of funds to any individual or organization that appears on this list is strictly prohibited.

Accessibility of Seed to Poor Farmers. By accepting this grant, you agree to: (a) avail seed to farmers at a price agreed upon between AGRA and yourselves and calculated to achieve the charitable objectives of the project; (b) remain focused on increasing awareness among small-scale farmers of the value of improved seed and on establishing direct, “over-the-counter” sales to small-scale farmers (as opposed to primarily seeking to sell seed to Non-Governmental Organizations or other intermediaries); (c) collaborate with public sector breeding groups in availing seed of improved, adapted crop varieties to farmers; (d) show evidence that the seed being produced or sold was inspected and certified by the relevant regulatory body; (e) show proof of source of breeder or foundation seed; and (f) produce, disseminate and market seed according to and in compliance with all applicable laws of «Org_Country».

Segregation and Investment of Grant Funds. All grant funds received by your company from AGRA for the Project must be maintained in a separate account dedicated to the charitable purposes of the Project. This account must be a physically separate bank account. Furthermore, all unspent or uncommitted grant funds must be invested in highly liquid investments for the duration of the grant period with the primary objective of preservation of principal so that the grant funds remain available for the funding of the Project in a manner described in the Proposal. Any interest or other income generated by the grant funds, including currency conversion gains, must be applied to the charitable purposes of the Project, and must be reported in the Interim and Final Narrative and Financial Reports defined below.

Return of Unused Funds. Any grant funds, or any income earned on grant funds not spent or committed for the purposes of the Project, must be promptly returned to AGRA at the end of the grant period.

Reports. It is important that all reports be submitted in a timely manner; otherwise payment may be delayed on this grant. Please indicate the grant number referenced in this Grant Agreement on all submissions. The reporting schedule for this grant is as follows:

«Require_Views_Grant_Report_View»

- Interim Narrative and Financial reports must be submitted on a quarterly basis in the standard formats attached.
- Annual Audited reports must be submitted upon completion of your company’s annual audit.
- Final Narrative and Financial reports must cover the entire period of the grant.
- <Include reference to E&S monitoring report requirements here, including frequency>

All reports must be signed by the Project Manager and the Financial Officer of your company.

Environmental and Social Action Plan (ESAP): You agree to submit progress on the implement of the mitigation and management measures specified in the project ESAP on a quarterly basis. The data will be used to monitor E&S performance of your grant. Furthermore, you agree to submit progress on the main E&S indicators as specified in the E&S Monitoring Checklist.

Non-compliance with the requirements of the ESAP and relevant national E&S legislation will lead to the termination of the grant.

In addition, you agree to inform AGRA on any social, labour, health and safety, security or environmental incident or accident, and grievances logged which are expected to have a material impact on the project. You must report on the nature, circumstances, impacts, and remediation measures.

Performance Tracking Table: You agree to submit the IPTT on a quarterly basis following the IPTT form annexed to this letter. The data will be used to monitor performance of your grant. The attached guideline provides guidance on how to complete the IPPT form.

In addition, please send to AGRA copies of all papers, manuscripts, and other materials produced that are a direct result of AGRA's grant, including all promotional and educational materials such as radio programs and print documents.

PASS Monitoring Data: You agree to submit grant monitoring data on a semi-annual basis following the data-sheets provided by the program staff. The data will be used to monitor performance of your grant. The attached checklist gives an indication of the nature of data that will be required. One month before the respective data submission date, please mark the checklist indicating the templates that are relevant to your project (for the reporting period), and return it to us to enable us give you the relevant templates.

Requesting an Extension of the Grant Period. A grant may be considered for extension under the following circumstances:

- (1) a detailed explanation for the need for an extension has been received by AGRA with an up-to-date progress report and financial accounting, as well as a clear indication of the amount of time necessary to complete the Project; and
- (2) any required Interim Narrative and Financial reports have been submitted in a timely manner and have indicated that satisfactory progress is being made on the Project.

If an extension is approved, AGRA will send a letter to your company amending this grant agreement, which will include a revised schedule of reporting requirements and new payment terms, if applicable. This letter should be appended to the original award letter.

AGRA contacts for this project. Questions of a substantive nature and all grant reports should be directed to «Request_Staff_Person», «Request_Staff_Title»«Request_Staff_Title», «Request_Staff_E_mail» while administrative questions should be directed to Mr. Ignatius Mutula, Grants Manager, IMutula@agra.org. The marked Checklists, monitoring data and all questions concerning the PASS monitoring data sheets should be directed to Mary Muthama, MMuthama@agra.org with a copy to passdata@agra.org.

Record Maintenance, Inspection and Retention. You agree to maintain adequate records for the Project to enable AGRA to easily determine how the grant funds were expended. You also agree to make your books and records available for inspection by AGRA or its designee at reasonable times and permit us to monitor and conduct an evaluation of operations under this grant, which may include a visit by our personnel or our designee to observe your company, a discussion of the Project with your company's staff, and a review of financial and other records connected with this grant and the Project. Your company agrees to retain its accounting records related to the Project, as well as copies of the reports submitted to AGRA, for at least five

years after completion of the use of the grant funds.

Publication, Public Access and License to Use. You will make the results of the Project, written reports, other publications, and any materials of any nature created by the company regarding the Project as a result of or in connection to this grant (collectively, the “Materials”) available to the public (i) on hard copy media free of charge (other than reasonable processing and shipping costs), and/or (ii) for free unlimited access and use via an Internet site, which you will use reasonable efforts to have listed with major Internet search engines. One copy (electronic or hard copy) of each of the Materials must accompany the annual or final progress report submitted to AGRA for the period in which such Materials were created.

In addition, you hereby grant AGRA a perpetual, worldwide, non-exclusive license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise utilize, in all languages and all media now known or hereafter developed, all Materials created by your company as a result of or in connection to this grant.

Warranty and Covenants. You represent and warrant that «Org_Legal_Name» has the full right and authority to grant licenses and rights granted in this Agreement and that «Org_Legal_Name»’s rights in any of the Materials and AGRA’s license of the Materials will not violate any intellectual property, contractual or other rights of any third party.

Monitoring and Evaluation. You agree to participate in evaluation activities as directed by AGRA to enable AGRA to monitor and evaluate key aspects of its grant-making programs.

Compliance and Termination. If AGRA is not reasonably satisfied with the progress of the Project or the content of any written report from you regarding the Project, or if you fail to comply with any term or condition of this Grant Agreement, AGRA has the right at its discretion to terminate the grant and/or discontinue funding the Project.

Upon termination, if requested by AGRA, you agree to promptly return to AGRA any unspent and uncommitted grant funds (as of the date of termination) previously distributed to you by AGRA. AGRA also reserves the right to withhold funds or terminate this Grant Agreement if significant leadership or other changes occur that AGRA believes may threaten the Project outlined in the Proposal.

Grant Announcements; Public Reports and Use of AGRA Name and Logo. Your company has been selected to participate in this Project at AGRA’s discretion and you may not make any statement or otherwise imply to the media, the general public or any other donor or investor that your company, its operations, or its participation in this Project is supported by any organization other than AGRA, unless your company has directly received funds from the other organization.

AGRA will include information on this grant in our periodic public reports and may make information about this grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents. If you wish to issue a press release or report announcing this grant, or otherwise use AGRA’s name or logo, please contact the Communications Director at least two weeks before the desired announcement or publication date. You agree to obtain advance approval from AGRA of the press release and the date of release, or of any other use of AGRA’s name or logo. AGRA requests an opportunity to review and comment on subsequent press releases or reports that are directly related to the grant.

Indemnification. You agree to defend and indemnify AGRA against any liabilities, damages or expenses (including reasonable attorney’s fees) that AGRA incurs based on a third party claim arising from a breach of «Org_Legal_Name»’s warranties, covenants, duties or obligations under this Agreement that may result from any action or omission of «Org_Legal_Name», its contractors and subcontractors, or any of its or their officers, agents or employees.

Force Majeure. Neither party will be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure is caused by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction (in whole or in part) of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, terrorism, war, strikes, labor disturbance, transportation difficulties, labor shortage or a similar cause beyond the party's reasonable control. Notwithstanding the foregoing, if an act of force majeure causes a party to be unable to perform for more than 60 consecutive days, the other party may terminate this Agreement upon 10 days' written notice.

Governing Law. This Agreement will be governed by the laws of the State of Washington, United States of America.

Authority. You represent and warrant that you have the full legal right and authority to enter into this Agreement on behalf of «Org_Legal_Name».

Whistleblower Policy: As a part of a comprehensive anti-fraud and corruption policy initiative, AGRA has developed a Whistleblower policy. This policy is intended for all AGRA staff as well as external stakeholders including: vendors, consultants, contractors and grantees. The intent of the policy is to provide a mechanism to ensure transparency and integrity in all AGRA operations through a well-defined policy that protects individuals who report known or suspected acts of fraud, misconduct, corruption or illegal activity. For further details on the Policy and mechanisms of reporting an irregularity, please use the following link: <http://www.agra.org/resources/agra-whistleblower-policy>.

Entire Agreement. This agreement constitutes the entire understanding between us with respect to its subject matter and supersedes all prior agreements, discussions or representations between us. Any modification of this agreement must be in writing, signed by AGRA.

Expiry Clause: AGRA's offer will expire 90 days after the date of issue of this award letter. If AGRA does not receive a signed copy of this award letter within this timeframe, the offer will be deemed to have lapsed, unless otherwise extended by AGRA in writing.

Attached is a final copy of the proposal for your reference and records.

On behalf of AGRA, may I extend every good wish for the success of your work.

Sincerely,

«Request_President»
President

cc:

The undersigned company agrees to the terms and conditions set forth in this letter.

«Org_Legal_Name»

Signed: _____

Name: _____

Title:

Date:

Standard Provisions

1. UNDERTAKINGS BY THE GRANTEE

The grantee also undertakes:

- (i) To provide the necessary professional and administrative support, personnel services and any other resources required for a successful implementation of the activities; and
- (ii) To ensure that administration capacity and internal control systems of the activities resources are adequate;
- (iii) To ensure that the Project is carried out:
 - a. With due diligence and efficiency;
 - b. In conformity with appropriate administrative, technical, financial, economic, environmental and social standards and practices; and
 - c. In accordance with the provisions of the Grant Agreement;

2. EFFECTIVENESS OF THE GRANT AGREEMENT

Unless otherwise specified in the Grant Agreement, the Grant Agreement shall become effective on the date as of which it has been executed by all parties to the Grant Agreement.

3. DESIGNATED ACCOUNTS

The Grantee may open and maintain one or more designated accounts into which AGRA may, at the request of the Grantee, deposit amounts.

All Designated Accounts shall be opened in a financial institution acceptable to AGRA, and on terms and conditions acceptable to AGRA.

This Agreement shall not become effective until evidence satisfactory to AGRA has been furnished to AGRA that the Grantee has opened a Designated Account.

4. DISBURSEMENT

Disbursements shall only be made against a disbursement request in original from the grantee. The disbursement request shall be signed by the person authorized to sign for the Grantee and sent to AGRA.

5. ELIGIBLE EXPENDITURES

The Grantee shall ensure that the proceeds of the Grant are used exclusively to finance expenditures which, except as otherwise provided in the Grant Agreement, the payment is for the reasonable cost of goods, works or services required for the Project, to be financed out of the proceeds of the Grant and procured, all in accordance with the provisions of the Grant Agreement.

6. COST SHARE

The cost share expenditure is auditable and AGRA will assess grantees' cost share expenditure alongside AGRA funded reported expenditure. AGRA has the prerogative to reduce subsequent disbursements to match the implementing partner's cost share deficit. Lack of adherence to cost share expenditure allocation may lead to suspension and eventual cancellation of the grant.

7. DISBURSEMENT OF FUNDS TO THE GRANTEE

When the Grantee wishes AGRA to disburse the grant funds, the Grantee shall deliver to AGRA a written request for the purpose in such form and substance as AGRA shall reasonably request. AGRA shall pay the amounts requested by the Grantee only to, or on the order of, the Grantee.

The Grantee shall furnish to AGRA evidence satisfactory to AGRA of the authority of the person or persons authorized to sign each application and the authenticated specimen signature of each such person; and such documents and other evidence in support of each application as AGRA shall specify, whether before or after AGRA has permitted any disbursement requested in the application.

8. REALLOCATION OF FUNDS

If, in AGRA's opinion, an amount of the Grant allocated to a category of Eligible Expenditures under the Grant Agreement will be insufficient to finance the expenditures under such category, AGRA may, by notice to the Grantee:

- i. Reallocate to such category any other amount of the Grant which in AGRA's opinion is not needed for other Eligible Expenditures, to the extent required to meet the estimated shortfall; and
- ii. If such reallocation will not fully meet the estimated shortfall, reduce the percentage of Eligible Expenditures to be financed under such category, in order that further withdrawals for such expenditures may continue until all such expenditures have been made.

9. FINANCIAL MANAGEMENT AND AUDITS

The Grantee shall ensure that a financial management system is maintained for purposes of maintaining adequate records for the Project.

The Grantee is responsible for ensuring that AGRA-funded activities are audited annually. The audit shall be carried out by an external, independent and qualified auditor.

The audit shall be carried out in accordance with international financial reporting standards.

Each such audit of the financial statements shall cover the period of one fiscal year of the Grantee.

The cost for the audit shall be paid by the Grantee and shall be a part of the budget for the activities. AGRA may contribute towards the institutional audit fees either directly or through the indirect costs budget line. The Auditor's report shall express an opinion whether the submitted annual financial report is in accordance with Grantee's accounting records and international financial reporting standards.

The auditor shall submit a Management Letter/Audit Memorandum, which shall contain the audit findings made during the audit process and shall also state which measures have been taken as a result of previous audit and whether measures taken have been adequate to deal with reported shortcomings.

The Grantee shall present the auditor's report to AGRA within three months after the audit. The Grantee shall cooperate with and assist AGRA in the performance of any additional audits, follow-ups and financial studies that AGRA may request.

10. ANTI-CORRUPTION

AGRA and the Grantee agree on cooperating to counteract corruption during the implementation of the activities.

The Grantee undertakes to investigate and, if necessary, take action, including legal measures, against any person or persons whom there is good reason to suspect of corruption or other improper gain in relation to the Project.

The Grantee shall immediately inform AGRA of any illegal or corrupt practice or any other misuse of the contribution in the activities that the Grantee is aware of or that has been brought to its attention.

11. ENVIRONMENTAL AND SOCIAL MANAGEMENT AND AUDITS

The Grantee shall adhere to the following with regard to Environmental and Social aspects

- AGRA's Environmental and Social Policy (E&S requirements as contained within the AGRA Environment and Social Management System (ESMS). Additional actions including regular monitoring and reporting as identified by AGRA and listed within the Environmental and Social Action Plan (ESAP) (Attached in Annex XX).
- Reporting of serious E&S incidents (including Health & Safety incidents, community incidents such as protests, and significant environmental spills within 72 hours.

12. ARBITRATION

Any dispute, controversy or claim arising out of or in connection with this Agreement that cannot be settled amicably shall be definitively resolved by arbitration.

The place of arbitration shall be Nairobi and the language used in the proceedings shall be English.

Arbitration shall be in lieu of any other procedure for the settlement of controversies between the parties to the Grant Agreement or of any claim by any such party against the other such party arising under the Grant Agreement.

13. PROCUREMENT OF GOODS AND SERVICES BY THE GRANTEE

All goods, works and services required for the Project and to be financed out of the proceeds of the Grant shall be procured in an open and transparent manner.

Where appropriate the Grantee shall prepare and submit a procurement plan to AGRA from time to time.

14. REVIEW BY AGRA OF THE GRANTEE'S PROCUREMENT DECISIONS

AGRA will have access to Grantee's procurement guidelines and assess viability, accuracy, adequacy and adherence to policy and procedures in the light of best practice. AGRA has a right to terminate the contract if it is established that any contract financed out of the proceeds of the Grant is inconsistent with the procedures set forth or referred to in this Grant Agreement.

15. INSURANCE

The Grantee shall ensure that adequate provision is made for the insurance of any goods required for the project and to be financed out of the proceeds of the Grant, against hazards incident to the acquisition, transportation and delivery of the goods to the place of their use.

16. COOPERATION AND CONSULTATION.

The Grantee and AGRA shall cooperate fully to ensure that the purposes of the Grant and the objectives of the Project will be accomplished, and to this end, throughout the implementation of the Project and for a period of five years thereafter:

- a) From time to time, at the request of either of them, exchange views on the Project, the Grant, and the performance of their respective obligations under the Grant Agreement, and furnish to the other party all such information related to such matters as it shall reasonably request; and
- b) Promptly inform the other party of any condition which interferes with, or threatens to interfere with, such matters.

17. SUSPENSION BY AGRA

AGRA may, by notice to the Grantee, suspend the right of the Grantee to receive grant funds if any of the following events occurs and is continuing. Such suspension shall continue until AGRA has notified the Grantee that such right to receive grant funds has been restored.

- a. Interference: If the grantee has failed to afford a reasonable opportunity for representatives of AGRA to visit any part of the Project supported by the Grant.
- b. Performance Failure: The Grantee has failed to perform any obligation under the Grant Agreement.
- c. Fraud and Corruption: At any time, AGRA determines that any representative of the Grantee has engaged in corrupt, fraudulent, coercive or collusive practices in connection with the use of the proceeds of the Grant, without the Grantee having taken timely and appropriate action satisfactory to AGRA to address such practices when they occur.
- d. Extraordinary Situation: As a result of events which have occurred after the date of the Grant Agreement, an extraordinary situation has arisen which makes it improbable that the Project can be carried out or that the Grantee will be able to perform its obligations under the Grant Agreement.
- e. Misrepresentation: A representation made by the Grantee in or pursuant to the Grant Agreement, or any representation or statement furnished by the Grantee and intended to be relied upon by AGRA in making the Grant, was incorrect in any material respect.
- f. Assignment of Obligations and disposition of assets: The Grantee has, without the consent of AGRA:

- (i) assigned or transferred, in whole or in part, any of its obligations arising under or entered into pursuant to the Grant Agreement; or
 - (ii) sold, leased, transferred, assigned, or otherwise disposed of any property or assets financed wholly or in part out of the proceeds of the Grant; provided, however, that the provisions of this paragraph shall not apply with respect to transactions in the ordinary course of business which, in the opinion of AGRA do not materially and adversely affect the ability of the Grantee to perform any of its obligations arising under or entered into pursuant to the Grant Agreement or to achieve the objectives of the Project; and
- g. Any action has been taken for the dissolution, disestablishment or suspension of operations of the Grantee (or of any other entity responsible for implementing any part of the Project).
 - h. The Grantee (or any other entity responsible for implementing any part of the Project) has ceased to exist in the same legal form as that prevailing as of the date of the Grant Agreement.
 - i. Failure to communicate to AGRA within reasonable time substantive change of critical personnel in the project or substantive change in time allocation by such personnel or failure to report serious E&S incidents (including Health & Safety incidents, community incidents such as protests, and significant environmental spills).
 - j. In the opinion of AGRA, the legal character, ownership or control of the Grantee (or of any other entity responsible for implementing any part of the Project) has changed from that prevailing as of the date of the Grant Agreement so as to materially and adversely affect the ability of the Grantee (or such other entity) to perform any of its obligations arising under or entered into pursuant to the Grant Agreement, or to achieve the objectives of the Project.
 - k. Grantee has failed to implement in full or in part recommendations made by AGRA's external or internal auditors
 - l. Under performing grantee will automatically lose the right to be considered for re-granting or multiple granting across AGRA's programs

18. GRANT REFUND

If AGRA determines that an amount of the Grant has been used in a manner inconsistent with the provisions of the Grant Agreement, the Grantee shall, upon notice by AGRA to the Grantee, promptly refund such amount to AGRA. Such inconsistent use shall include, without limitation:

- i. Use of such amount to make a payment for an expenditure that is not an Eligible Expenditure; or
- ii. engaging in corrupt, fraudulent, collusive or coercive practices in connection with the use of such amount, or use of such amount to finance a contract during the procurement or execution of which such practices were engaged in by representatives of the Grantee, in either case without the Grantee having taken timely and appropriate action satisfactory to AGRA to address such practices when they occur.

19. FAILURE TO EXERCISE RIGHTS.

No delay in exercising, or omission to exercise, any right, power or remedy accruing to any party under the Grant Agreement upon any default shall impair any such right, power or remedy or be construed to be a waiver thereof or an acquiescence in such default.

No action of such party in respect of any default, or any acquiescence by it in any default, shall affect or impair any right, power or remedy of such party in respect of any other or subsequent default.

20. NOTICES AND REQUESTS

Any notice (or request) pursuant to the Grant Agreement shall be in writing. Such notice (or request) shall be deemed to have been duly given (or made) when it has been delivered by hand or by mail, (or, if permitted under the Grant Agreement, by other electronic means) to the party to which such notice (or request) is directed ("Addressee"), at the address specified in the Grant Agreement for the purpose (or at such other address as the Addressee shall have designated by notice to the party giving such notice or making such request) ("Address").

21. CONDITIONS FOR THE USE OF THE GRANT

When reports, studies and other information are produced, AGRA's cooperation as financier shall be indicated. AGRA's name may not be used in such a way that AGRA can be regarded as having contributed to or vouching for the content.

22. BRANDING AND MARKING

Grantee agrees to comply with AGRA's branding and marking strategy which is also annexed to the grant award letter

23. ACTION ON BEHALF OF THE GRANTEE

The representative designated by the Grantee in the Grant Agreement, for the purpose of this Section (or any person authorized in writing by such representative for the purpose) ("Grantee's Representative"), may take any action required or permitted to be taken pursuant to the Grant Agreement, and execute any documents required or permitted to be executed pursuant to the Grant Agreement on behalf of the Grantee.

24. EVIDENCE OF AUTHORITY

The Grantee shall furnish to AGRA:

- i. Sufficient evidence of the authority of the Grantee's Representative; and
- ii. The authenticated specimen signature of such representative.

25. INTELLECTUAL PROPERTY RIGHTS

All copyrights in all research and documents, reports, training and other material of any nature whatsoever prepared during the cause of the Project ('Copyright material') shall belong absolutely to AGRA.

AGRA reserves the right to use and publish any such Copyright material arising from the Project at its discretion.

26. PROTECTION OF AGRA AGAINST INTELLECTUAL PROPERTY CLAIMS

The Grantee hereby expressly protects, indemnifies and holds harmless AGRA, its affiliates and each of their officers, directors, employees, contractors and agents (collectively the "Indemnified Parties") from and against any liabilities, claims, suits, damages and expenses (including but not limited to reasonable attorneys' fees) arising from any third party claims alleging that any Deliverables or other materials provided by the Grantee hereunder, or the use of such Deliverables or materials in connection with the Project or by the Indemnified Parties during or after the termination or expiration of this Grant, infringe or misappropriate any trade name, trademark, trade secret, patent, copyright or any other intellectual propriety right of a third party, provided that such infringement does not result from negligent use.

27. DISCLOSURE OF INFORMATION BY GRANTEE

The Grantee declares and warrants that the information provided at every stage of the application process is true and accurate to the best of its ability. If any information is subsequently discovered to be false or misleading, then the offer of the Grant and the Grant will be terminated and any part of Grant already paid will become immediately repayable.

28. TERMINATION OF OBLIGATIONS

The Grant Agreement and all obligations of the parties under it shall forthwith terminate when all such obligations have been fully performed.