

## GRANT AGREEMENT

between

**SouthSouthNorth Projects (Africa)**

**(HEREINAFTER REFERRED TO AS “SSN”)**

**Represented by Shehnaaz Moosa in their capacity as Director,  
duly authorised to enter into this Agreement,**

and

**insert name**

**(HEREINAFTER REFERRED TO AS “the Grantee”)**

**Represented by [name] in their capacity as [designation],  
duly authorised to enter into this Agreement**

**The parties entering into this grant agreement are:**

**SouthSouthNorth** (Registration Number: 1996 / 009719 / 08), a non-profit company, of 55 Salt River Road, Salt River, 7925, Cape Town, South Africa duly registered by the Companies and Intellectual Property Registration Office, South Africa, herein represented by Shehnaaz Moosa, who is duly authorised; and

**Insert name**, (Registration Number: ), Address: ; Tel: ; Email: , herein represented by [insert name] who is duly authorised.

## PREAMBLE

- (A) The Adaptation Research Alliance (ARA) is a global collaborative effort to catalyse increased investment and capacity for action-oriented research that supports effective adaptation to climate change. The ARA is aiming to reduce climate risks, improve access to finance for adaptation by providing robust evidence on which to base adaptation actions over time, and increase the capacity of developing countries to undertake and use research on adaptation and resilience. After completing round 1 of Micro-grants, the Adaptation Research Alliance (ARA) would like to implement a second round of grants to unearth ideas and generate solutions for adapting to climate change in local contexts in the Global South.
- (B) SSN has agreed to pay the Grant (described below and funded by the United Kingdom's Foreign, Commonwealth and Development Office ("FCDO")), to the Grantee to assist it in carrying out the Project and activities described below and the Grantee has accepted the Grant.
- (C) This Grant Agreement sets out the terms and conditions on which the Grant is made by SSN to the Grantee. This Grant Agreement constitutes the entire agreement between the parties with respect to the matters herein. No other agreement, oral or written, shall bind the parties with respect to this Grant Agreement, unless recorded in writing and signed by both parties.

## 1. Introduction and Definitions

In this Grant Agreement:

- 1.1 **"Breach"** means any breach of the obligations of the Grantee (including but not limited to the abandonment of this Agreement) or any other default (including material default), act, omission, negligence or statement of the Grantee, or of the Grantee's Personnel, howsoever arising in connection with or in relation to this Grant Agreement.
- 1.2 **"Confidential Information"** means data and information which has either been reasonably designated as confidential by either Party in writing or which ought to be considered as confidential (however it is conveyed or on whichever medium it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, written know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Protection of Personal Information Act, 2021 (SA), the Data Protection Act, 2018 (UK) and any other data protection law which may be enacted from time to time in the territory of operation of the Parties.

- 1.3 “**Downstream Grantees**” means the Grantee’s partners or subcontractors on the Project.
- 1.4 “**Eligible Expenditure**” means expenditure in relation to the Funded Activities that complies in all respects with the eligibility rules set out in Attachment E of this Grant Agreement.
- 1.5 “**Equipment**” means the tools and machinery which the Grantee may use in order to conduct any activity that is necessary in respect of the Project.
- 1.6 “**Evaluation**” means an assessment of the Project by SSN or one or more persons appointed by SSN. The Evaluation may assess the Project on the basis of value for money, impact and delivery of outputs. Evidence may be collected through a review of paper documents and interviews with stakeholders and Personnel and the Grantee shall comply with all requests by SSN in this regard.
- 1.7 “**FCDO**” means the Foreign, Commonwealth and Development Office of the United Kingdom, which has provided funding for the Grant.
- 1.8 “**Financial Year**” means the 12-month period from 1 April to 31 March.
- 1.9 “**Funded Activities**” means the Project-related activities set out below.
- 1.10 “**Funding Period**” means the period for which the Grant is awarded as specified in clause 4.1 of this Grant Agreement.
- 1.11 “**Grant**” means the sum or sums of money in British pound sterling to be provided to the Grantee in accordance with this Grant Agreement.
- 1.12 “**Intellectual Property**” means all current or future, registered or unregistered copyright, moral rights, designs, patents, trademarks, domain names, know-how, confidential information, trade secrets or similar rights. This excludes all pre-existing Intellectual Property of the Grantee and this excludes all pre-existing Intellectual Property of SSN.
- 1.13 “**Intellectual Property Rights**” or “**IPR**” means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trademarks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information.
- 1.14 “**Party**” or “**Parties**” means SSN and/or or the Grantee collectively or individually, however the context may provide.

- 1.15 **“Programme Objective”** means the wider programme of activity that this Project is part of as set out in the Call for Co-Creation Concept Notes, and includes:
- 1.15.1 Enabling more effective adaptation and resilience actions that reduce climate risks to achieving societal goals in both developed and developing countries, particularly for the most vulnerable people, including women and girls, indigenous peoples, persons with disabilities, migrants and refugees, and other marginalised groups;
  - 1.15.2 Facilitating access to climate finance for adaptation through a stronger, more tailored, evidence base that also improves our understanding of what works; and
  - 1.15.3 Increasing capacity in developing countries to do and use research to develop local adaptation and resilience solutions.
- 1.16 **“Prohibited Act”** means:
- 1.16.1 offering, giving or agreeing to give any personnel of SSN and/or FCDO any gift or consideration of any kind as an inducement or reward for:
    - 1.16.1.1 doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Grant Agreement; or
    - 1.16.1.2 showing or not showing favour or disfavour to any person in relation to this Grant Agreement;
  - 1.16.2 committing any offence:
    - 1.16.2.1 under the Bribery Act 2010 (UK);
    - 1.16.2.2 under legislation creating offences in respect of fraudulent acts; or
    - 1.16.2.3 at common law in respect of fraudulent acts in relation to this Grant Agreement;or
  - 1.16.3 defrauding or attempting to defraud or conspiring to defraud SSN and/or FCDO;
- 1.17 **“Project”** means the output and activities set out in clause 3.1 of this Grant Agreement read with Attachment A: Project Proposal;
- 1.18 **“Project Implementation”** means all the activities which the Grantee undertakes to deliver the Project which is being funded under this Grant Agreement.
- 1.19 **“Personnel”** means all persons employed or otherwise used by the Grantee including sub-contractors and agents to perform its obligations under this Grant Agreement.

## 2. Grant Offer

- 2.1 SSN offers to pay the Grantee the Grant (the amount of which is set out in clause 5.1 of this Grant Agreement) on condition that the Grantee complies fully with the terms of this Grant Agreement.

2.2 The Grantee acknowledges that SSN agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement and subject to the terms and conditions of the Project. The Grantee further acknowledges that the funding provided by SSN is dependent on the funding provided to SSN by FCDO.

### 3. Purpose of the Grant

3.1 The Adaptation Research Alliance (ARA) has awarded the Grant, in the form of a micro-grant, to enable the Grantee to implement the Project that seeks to explore burning issues that are facing countries in the Global South, as a precursor to co-developed project development, and which is more fully described in Attachment A: Project Proposal-

3.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the purpose of carrying out the Project in accordance with the Project outputs and activities set out in Attachment A: Project Proposal and the terms and conditions of this Grant Agreement.

3.3 The Grant must not be used to support activity intended to:

3.3.1 influence or attempt to influence the UK Parliament, Government or political parties;

3.3.2 influence or attempt to influence the awarding or renewal of contracts and grants by the UK government; or

3.3.3 influence or attempt to influence legislative or regulatory action in the UK.

### 4. Funding Period

The Funding Period is from 2 May 2023 ["Project Start Date"] to 5 January 2024 ["Project End Date"]

The grant signature and first invoice period is from 6 February to 28 April 2023

The Project Implementation period is from 2 May 2023 to 5 January 2024

The grant close and final invoice period is from 5 January 2024 to 31 March 2024

Any Grantee which does not comply with these time periods may become ineligible for funding or portion of funding.

### 5. Amount of the Grant

5.1 SSN will provide up to a maximum of **GBP 15,000.00** [Fifteen Thousand British pounds] towards the total costs of the Project, of which the full amount will be paid in the Financial Year the Project begins.

5.2 SSN does not guarantee grant funding and the funding amount is subject to revision and dependent on the fulfilment of the provisions of this Agreement, any revisions to budgets, actual

expenditure and need, and the continuing availability of resources to SSN. The amount is dependent on:

- a) The amount and availability of funding to SSN from the FCDO;
- b) the nature of the project;
- c) and full compliance with the terms of this Grant Agreement by the Grantee in the period covered by this Grant Agreement.

5.3 The Grant amount includes an administrative fee of up to 10% (ten percent) of actual spend (NOTE: not of the total grant amount). Any underspend on the approved grant amount shall result in a corresponding reduction of the administrative fee.

## 6. Grant Payments

6.1 SSN will not authorise payment unless the Grantee has:

- (a) signed and returned a copy of this Grant Agreement in English to SSN;
- (b) provided written bank details including written proof thereof;
- (c) submitted an invoice in English supported by documentary evidence of all expenses (receipts and invoices for expenses may be in the language in which they are issued) for the amount requested.

6.2 Payment is subject to receipt of the grant funding by SSN from FCDO.

6.3 The Grantee will be paid an initial payment of 50% (thirty percent) of the approved grant amount as soon as possible after contract signature, and the balance on completion of the project. The invoice referred to in clause 6.1.(c) above must be submitted to [aramicro-grants@adaptationresearchalliance.org](mailto:aramicro-grants@adaptationresearchalliance.org) no later than 11 March 2024 to enable final payment on or before 29 March 2024. All project activities shall be completed by 5 January 2024. Any activity after this final date shall not be funded.

6.4 The Grantee must provide documentary evidence of all expenses to SSN, which must be approved before the final payment will be paid to the Grantee.

6.5 SSN will only make a final Grant payment after the required documentation has been submitted to the relevant representative of SSN, in the format requested and with all of the information that is required.

6.6 SSN reserves the right to withhold all or any payments of the Grant if it has reasonably requested information and/or documentation from the Grantee and this has not been provided to SSN within the timescales required.

- 6.7 All outstanding claims must be submitted no later than ten (10) days before the Project End Date.
- 6.8 Payment of the Grant will be made to the following bank account:

Account Holder:	
<ul style="list-style-type: none"> <li>must be the same as the named Grantee in this Grant Agreement</li> </ul>	
Account no:	
Currency	
Bank:	
Swift Code:	
Bank Code:	
Branch Code	
Bank address:	
City	

## 7. Reduction and Recovery of Grant

- 7.1 Without prejudice to SSN's other rights and remedies (whether arising under this Grant Agreement or otherwise), SSN may withhold or suspend payment of all or any part of the Grant and/or require the Grantee to repay any Unspent Monies if the Grantee fails to comply in any material respect with any of the terms of this Grant Agreement and/or if any of the events set out in clauses 7.5, 11.2, 11.3(a)- (g), 11.5 or 11.6 arise.
- 7.2 All Unspent Monies, as calculated by SSN, must be repaid to SSN within thirty (30) working days from the date on which the request for payment is sent.
- 7.3 The Grantee may not retain any Unspent Monies.
- 7.4 If the Grantee is wound up or goes into liquidation, administration, receivership or bankruptcy, or enters into any compromise or other arrangement of its debts with its creditors, SSN will be entitled to recover any Unspent Monies. If any of the Unspent Monies is held by the Grantee's own contractors, the Grantee must recover those sums (and shall ensure that it has an enforceable right to recover those sums) from its contractors.
- 7.5 If SSN makes an overpayment to the Grantee, it will seek recovery of all sums overpaid. The Grantee will repay any overpayment to SSN within thirty (30) calendar days of receiving a written request from SSN to make a repayment.

- 7.5 The Grantee is responsible for monitoring and managing any exchange rate fluctuations across the life of the Project and shall bear all risk of any exchange rate fluctuations, significant or not, whether rate gains or losses.
- 7.6 Where costs are incurred in foreign currency the Grantee will use the exchange rate stated in OANDA ([www.oanda.com](http://www.oanda.com)) for the date on which the purchase was made or services acquired by the Grantee, unless, by exception, explicitly approved by SSN in writing in advance.
- 7.7 The Grantee shall bear all bank charges in connection with the payment of the Grant including the costs of tracking any bank payments as a result of changing bank details or any other information material to payment after signature of the Grant Agreement.
- 7.8 SSN shall not be liable for any delays in payment arising out of international bank transfers and the attention is drawn to the fact that international bank transfers may take up to 14 (fourteen) from payment by SSN to receipt by the Grantee. The Grantee shall take this into account when planning its own payment milestones.

## **8. Monitoring and Evaluation**

- 8.1 SSN will monitor the progress of the Project throughout the Funding Period as follows:
- 8.1.1 The Grantee shall partake in requested Monitoring and Evaluation Activities, at baseline, midline and endline. This may take the form of interviews, focus groups, surveys or brief reports. The Grantee must ensure the availability of a suitable team member to partake in completing these activities.
- 8.2 The Grantee will answer questions and provide management information to SSN or the evaluator appointed by SSN.

## **9. Amendment of this Grant Agreement**

- 9.1 Subject to the approval of SSN, this Grant Agreement may be amended only by written agreement of the Parties, signed by both Parties and attached to the signed original of this Grant Agreement.
- 9.2 Any changes to Budget and/or Proposal shall be done on the attached Amendment Template.

## **10. Breach of Grant Conditions, Temporary Suspension and Termination**



## Temporary Suspension of performance

- 10.1 Either Party may notify the other in writing of any event or matter which was neither caused by the Parties nor is within the control of the Parties which prevents, delays or is likely to prevent or delay the performance of its obligations under this Grant Agreement. In this situation, the Parties may agree, in writing, to suspend the performance of obligations under this Grant Agreement temporarily for a period of up to one (1) calendar month.

## Termination

- 10.2 SSN may, by notice in writing to the Grantee, terminate this Grant Agreement with immediate effect if any of the following events occur:
- (a) the Grantee intends to use, has used in the past, or uses, the Grant for purposes other than those for which it has been awarded;
  - (b) the Grantee is, in the reasonable opinion of SSN, delivering the Funded Activities in a negligent manner (and in this context, negligence may include (without limitation) failing to prevent or report fraud or corruption);
  - (c) the Grantee obtains duplicate funding from a third party for the Funded Activities;
  - (d) the Grantee commits or has committed a Prohibited Act or fails to report a Prohibited Act to SSN, whether committed by the Grantee or a third party (where that third party is a supplier, sub-contractor or downstream delivery partner of the Grantee) as soon as they become aware of it;
  - (e) SSN determines (acting reasonably) that any director or employee of the Grantee has:
    - (i) acted dishonestly or negligently at any time during the term of this Grant Agreement and to the detriment of SSN; or
    - (ii) through act or omission unfairly brought, or are likely to unfairly bring, SSN' name or reputation and/or SSN into disrepute;
  - (f) the Grant is found to be unlawful State Aid;
  - (g) (without prejudice to the foregoing) the Grantee commits a material breach of the Grant Agreement that is either incapable of remedy or, where it is capable of remedy, has not been remedied by the Grantee (to the reasonable satisfaction of SSN) within ten (10) days of receiving written notice from SSN detailing the breach and requiring it to be remedied (and for purposes of this sub-clause 20.3(g), a material breach may be a single material breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied) which taken together constitute a material breach);
  - (h) the Grantee ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation); or

- (i) the Grantee becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
  
- 10.3 On termination of this Grant Agreement the Grantee will provide financial reconciliation (including invoices and receipts) within ten (10) days of receiving written notification of termination up to the date of such termination.
  
- 10.4 In the event that the Agreement between SSN and the FCDO is terminated for any reason, this Grant Agreement may be terminated by SSN with immediate effect by notice in writing to the Grantee.
  
- 10.5 If, at any stage, the Project outputs are not achieving the agreed objectives, impact and delivery, SSN may terminate the Project after giving reasonable notice to the Grantee.
  
- 10.6 If SSN terminates this Grant Agreement in accordance with clause 11.2, 11.3, 11.5 or 11.6 SSN will pay the Grantee's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grantee and will be subject to the Grantee demonstrating that it has taken adequate steps to mitigate its costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined and agreed to by both Parties in writing.

## **11. Liability, Indemnity and Accountability**

- 11.1 Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.
  
- 11.2 SSN accepts no liability for any consequences, whether direct or indirect, that may come about from the Grantee running the Project, the use of the Grant or from withdrawal of the Grant. The Grantee will indemnify and hold harmless SSN, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grantee in relation to the Project, the non-fulfilment of obligations of the Grantee under this Grant Agreement or its obligations to third parties.
  
- 11.3 Subject to Clause 22.2, SSNs liability under this Agreement is limited to the payment of the Grant (and only to the extent that SSN has received the amount of the Grant from FCDO).

- 11.4 SSN will not be responsible for the activities of any person, organisation or company engaged by the Grantee or its agencies as a result of this Grant Agreement, nor will SSN be responsible for any costs incurred by the Grantee or its agencies in terminating the engagement of the aforementioned persons, organisations or companies.
- 11.5 Although accountable to SSN for the appropriate use of funding and delivery of Project objectives, the Grantee will retain ultimate responsibility for the use of the Grant and will as such be solely responsible for any adverse effects of Grant expenditure that have an undesired or unexpected result upon recipients

## **12. Dispute Resolution**

- 12.1 The Parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Grant Agreement.
- 12.2 The Parties may settle any dispute using a dispute resolution process which they agree.
- 12.3 If the Parties are unable to resolve a dispute in line with clauses 12.1 or 12.2, the dispute may, by agreement between the Parties, be referred to mediation. Unless otherwise agreed between the Parties, the mediator will be nominated by the Arbitration Federation of South Africa (AFSA), Mediation Division. To initiate the mediation the Party will give notice of the intention to mediate in writing ("the ADR Notice") to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to AFSA, unless other mediation is agreed upon by both Parties. If the latter Party chooses to accede to mediation, the mediation will start no later than 14 days after the date on which the ADR Notice is sent, subject to AFSA's availability of a mediator .
- 12.4 The performance of the obligations which the Grantee has under this Grant Agreement will not cease or be delayed because a dispute has been referred to mediation under clause 12.3 of this Grant Agreement.
- 12.5 If the parties fail to reach a mediated settlement agreement within 90 days of the initiation of the procedure (i.e., from the ADR Notice), the Parties will refer the dispute to arbitration. The arbitrator will be agreed between the parties or failing such agreement, may be nominated by AFSA upon application of any Party. The decision of the arbitrator shall be final and binding on both Parties. The seat and the place of arbitration shall be Cape Town, South Africa.

### 13. Language

- 13.1 The Grant Agreement, any amendment thereto, all reporting and the Grantees invoices shall be in English.
- 13.2 Supporting documents for verification of expenses shall be copies of originals, in whichever language they are in.

### 14. Governing Law

This Agreement shall be governed by and construed in accordance with the South African Law.

### 15. Signatures

Signed on behalf of SSN:

Signature:  
**SHEHNAAZ MOOSA**  
**DIRECTOR**  
Date:

Signed on behalf of the Grantee

Signature:  
**Name:**  
**Capacity:**  
Date:

**ATTACHMENTS TO THE GRANT AGREEMENT**

**ATTACHMENT A: PROJECT PROPOSAL**

**ATTACHMENT B: SPECIAL PROVISIONS**

**ATTACHMENT C: GENERAL TERMS & CONDITIONS**

**ATTACHMENT D: STATEMENT OF PROCUREMENT GOOD PRACTICE PRINCIPLES**

**ATTACHMENT E: ELIGIBLE EXPENDITURE**

**ATTACHMENT F: SUPPLIER CODE OF CONDUCT**

**ATTACHMENT G: AMENDMENT TEMPLATE**

**ATTACHMENT I: INVOICE/PAYMENT REQUEST TEMPLATE**