European Global Investment Fund

EUGIF FUNDING TERMS & CONDITIONS

www.eugif.org

FUNDING AMOUNT: European Global Investment Fund (EUGIF) will pay the Recipient the total funding amount specified in the European Global Investment Fund (EUGIF) Funding Approval.
European Global Investment Fund (EUGIF)'s must approve in writing any Budget cost category change of more than 10%. Modifications greater than 10 percent of any budget line item in the most recently approved budget or incorporated requires prior written approval from the European Global Investment Fund (EUGIF) and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from European Global Investment Fund (EUGIF) provided that such modification is indicated on submitted reports and that the total obligation of European Global Investment Fund (EUGIF) for all compensation and reimbursements to the Recipient shall not exceed the total obligation listed in the Funding Approval.

REPORTING & PAYMENT SCHEDULE: Payments are subject to The Recipient's compliance with this Agreement, including The Recipient's achievement, and European Global Investment Fund (EUGIF)'s approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. European Global Investment Fund (EUGIF) may, in its reasonable discretion, modify payment dates or amounts and will notify the Recipient of any such changes in writing.

REPORTING: The Recipient will submit reports according to the Reporting & Payment Schedule using European Global Investment Fund (EUGIF) templates or forms, which European Global Investment Fund (EUGIF) will make available to the Recipient and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments the Recipient are making to get back on track. Please notify European Global Investment Fund (EUGIF) Primary Contact if the Recipient need to add or modify any targets or milestones. European Global Investment Fund (EUGIF) must approve any such changes in writing. The Recipient agree to submit other reports European Global Investment Fund (EUGIF) may reasonably request.

PROJECT DESCRIPTION AND CHARITABLE PURPOSE: European Global Investment Fund (EUGIF) is awarding the Recipient the funding amount to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "*Project*") in order to further the funding purpose.
European Global Investment Fund (EUGIF), in its discretion, may approve in writing any request by the Recipient to make non-material changes to the Proposal Narrative and/or Results Framework and Tracker.

USE OF FUNDS: The Recipient may not use funds provided under this Agreement for any purpose other than the Project. The Recipient may not use Funds to reimburse any expenses the Recipient incurred prior to the Start Date. At European Global Investment Fund (EUGIF) request, the Recipient will repay any portion of Funds and/or Income used or committed in material breach of this Agreement, as determined by European Global Investment Fund (EUGIF) in its discretion.

INVESTMENT OF FUNDS: The Recipient must invest Funds in highly liquid investments with the primary objective of preservation of principal (e.g., an interest-bearing account or a registered money market mutual fund) so that the Funds are available for the Project. Together with any progress or final reports required under this Agreement, The Recipient must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Funds (collectively, "*Income*"). Any Income must be used for the Project.

SUBGRANTS AND SUBCONTRACTS: The Recipient have the exclusive right to select subgrantees and subcontractors to assist with the Project.

RESPONSIBILITY FOR OTHERS: The Recipient are responsible for all acts and omissions of any of the Recipient's trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.

ANTI-TERRORISM: The Recipient will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by EU laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals or entities owned or controlled by such persons; or (c) with countries against which European Union maintains comprehensive or targeted sanctions, unless such activities are fully authorized by the European Union Government under applicable law and specifically approved by European Global Investment Fund (EUGIF) in its sole discretion.

ANTI-CORRUPTION AND ANTI-BRIBERY: The Recipient will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to European Global Investment Fund (EUGIF) or the Project, including by assisting any party to secure an improper advantage.

LOBBYING AND ELECTIONEERING PROHIBITION: The Recipient may not use Funds to influence the outcome of any election for public office or to carry on any voter registration drive. The Recipient acknowledge that European Global Investment Fund (EUGIF) has not earmarked Funds to support lobbying activities or to otherwise support attempts to influence legislation. The Recipient confirm that the Budget (or the combined project budget if there are multiple funders) accurately reflects that the Recipient will expend at least the amount of the Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES: The Recipient agree to comply with any national, provincial, local, or other lobbying, gift, and ethics rules applicable to the Project. European Global Investment Fund (EUGIF) is not retaining or employing the Recipient to engage in lobbying activities.

PUBLICITY BY European Global Investment Fund (EUGIF): European Global Investment Fund (EUGIF) may include information about the award of this funding, including the Recipient's name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

PUBLICITY BY THE RECIPIENT: The Recipient must obtain European Global Investment Fund (EUGIF)'s prior written approval before: (a) issuing a press release or other public announcement regarding this funding; and (b) any other public use of European Global Investment Fund (EUGIF)'s name or logo. Please email the Recipient's request to: info@eugif.org two weeks in advance to provide European Global Investment Fund (EUGIF) an opportunity to review and comment.

PUBLICITY BY OTHERS: The Recipient and the Recipient's subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or imply to third parties that European Global Investment Fund (EUGIF) directly funds or otherwise endorses their activities.

COMPLIANCE WITH LAWS: In carrying out the Project, The Recipient will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

RELIANCE: The Recipient acknowledge that European Global Investment Fund (EUGIF) is relying on the information the Recipient provide in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. The Recipient represent that European Global Investment Fund (EUGIF) may continue to rely on this information and on any additional information The Recipient provide regarding activities, progress, and Funded Developments.

TERM: This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. European Global Investment Fund (EUGIF), in its discretion, may approve in writing any request by the Recipient for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION: European Global Investment Fund (EUGIF) may modify, suspend, or discontinue any payment of Funds or terminate this Agreement if: (a) European Global Investment Fund (EUGIF) is not reasonably satisfied with the Recipient's progress on the Project; (b) there are significant changes to the Recipient's leadership or other factors that European Global Investment Fund (EUGIF) reasonably believes may threaten the Project's success; (c) there is a change in the Recipient's control; (d) there is a change in the Recipient's tax status; or (e) The Recipient fail to comply with this Agreement.

RETURN OF FUNDS: Any Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to European Global Investment Fund (EUGIF), applied to another European Global Investment Fund (EUGIF)-funded project (current or under consideration), or applied to another mutually-agreed upon charitable purpose, as directed in writing by European Global Investment Fund (EUGIF).
Any Income that has not been used for, or committed to, the Project must be either applied to another European Global Investment Fund (EUGIF)-funded project (current or under consideration) or applied to another mutually-agreed upon charitable purpose, as directed in writing by European Global Investment Fund (EUGIF).

RECORD KEEPING: The Recipient will maintain complete and accurate accounting records and copies of any reports submitted to European Global Investment Fund (EUGIF) relating to the Project. The Recipient will retain such records and reports for 4 years after Funds have been fully spent. At European Global Investment Fund (EUGIF) request, The Recipient will make such records and reports available to enable European Global Investment Fund (EUGIF) to monitor and evaluate how Funds have been used or committed.

SURVIVAL: A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

ENTIRE AGREEMENT, CONFLICTS AND AMENDMENTS: This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Proposal Narrative, Results Framework and Tracker, or Budget, this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS: Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY: Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT: The Recipient may not assign, or transfer by operation of law or court order, any of the Recipient's rights or obligations under this Agreement without European Global Investment Fund (EUGIF) prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES: Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by email, fax, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

HUMANITARIAN LICENSE: [*Included if* European Global Investment Fund (EUGIF) *requires a license to Funded Developments in order to further Global Access.*] Subject to applicable laws and for the purpose of achieving Global Access, The Recipient grant European Global Investment Fund (EUGIF) a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "*Essential Background Technology* " means Background Technology that is: (a) owned, controlled, or developed by the Recipient, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. The Recipient confirm that the Recipient have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. The Recipient must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, The Recipient must promptly make available the Funded Developments and Essential Background Technology to European Global Investment Fund (EUGIF) for use solely under this license. If The Recipient demonstrate to the satisfaction of European Global Investment Fund (EUGIF) that Global Access can best be achieved without this license, European Global Investment Fund (EUGIF) and the Recipient will make good faith efforts to modify or terminate this license, as appropriate.

COMPLIANCE WITH REQUIREMENTS: The Recipient will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, provincial, local, institutional, and school district or school network standards ("*Requirements*"). The Recipient will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of the Recipient's annual progress report to European Global Investment Fund (EUGIF), The Recipient must report whether the Project activities were conducted in compliance with all Requirements. If the Project involves:

a. any protected information (including personally identifiable, protected health, or third-party confidential), The Recipient will not disclose this information to European Global Investment Fund (EUGIF) without obtaining European Global Investment Fund (EUGIF)'s prior written approval and all necessary consents to disclose such information; and/or
b. children, students, or vulnerable subjects, The Recipient will obtain any necessary consents and approvals unique to these subjects.

Any activities by European Global Investment Fund (EUGIF) in reviewing documents and providing input or funding does not modify the Recipient's responsibility for determining and complying with all Requirements for the Project.

INDEMNIFICATION: If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("*Indemnified Activities*"), The Recipient will indemnify, defend, and hold harmless European Global Investment Fund (EUGIF) and its trustees, employees, and agents (" *Indemnified Parties*") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or relating to the acts or omissions, actual or alleged, of the Recipient or the Recipient's employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. The Recipient agree that any activities by European Global Investment Fund (EUGIF) in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive European Global Investment Fund (EUGIF) 's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. The Recipient's indemnification obligations are limited to the extent permitted or precluded under applicable Federal laws, Nothing in this Agreement will constitute an express or implied waiver of The Recipient's governmental and sovereign immunities, if any.

INSURANCE: The Recipient will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. The Recipient will ensure the Recipient's subgrantees and subcontractors maintain insurance coverage consistent with this section.

MONITORING, REVIEW, AND AUDIT: European Global Investment Fund (EUGIF) may monitor and review the Recipient's use of the Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess the Recipient's organization's governance, management and operations, discuss the Recipient's program and finances, and review relevant financial and other records and materials. In addition European Global Investment Fund (EUGIF) may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Funds have been fully spent. Any onsite visit or audit shall be conducted at European Global Investment Fund (EUGIF) expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.

INTERNAL OR THIRD PARTY AUDIT: If during the term of this Agreement the Recipient are audited by the Recipient's internal audit department or by a third party, The Recipient will provide the audit report to European Global Investment Fund (EUGIF) upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("*Remediation Plan* "). The Remediation Plan must include (a) details of actions the Recipient will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

LEGAL ENTITY AND AUTHORITY: The Recipient confirm that: (a) The Recipient are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which The Recipient are organized or formed; (b) The Recipient are an individual (i.e., a natural person) (e.g., a sole proprietor or sole-owner entity); (c) The Recipient have the right to enter into and fully perform this Agreement; and (d) The Recipient's performance will not violate any agreement or obligation between the Recipient and any third party. The Recipient will inform European Global Investment Fund (EUGIF) immediately if any of this change during the term of this Agreement.