



Grant Agreement

This Grant Agreement, incorporating the attached **Schedule** and **Standard Terms and Conditions**, is made between:

APNIC Pty Ltd ACN ABN 42 081 528 010
for the Asia Pacific Network Information Centre
on behalf of the Information Society Innovation Fund Asia (ISIF Asia)
of 6 Cordelia Street, South Brisbane QLD 4101, Australia
(“APNIC”)

AND

Recipient

Address

Email

(“Recipient”)

Signing:

PAUL WILSON, Director General
Signed for and on behalf of **APNIC**

Date:

Witness
Print name of witness:

.....

Recipient
Print name of person signing:

.....

Date:

Witness
Print name of witness:

.....

Grant Agreement – Schedule

Commencement Date

The date on which this Agreement is last signed by both APNIC and the Recipient, as confirmed by APNIC and notified to the Recipient in writing.

Project

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Project Funds

APNIC's maximum liability	
Total grant approved as per Project Proposal	
Currency in which the grant is to be remitted	
Exchange rate used at the Commencement Date	

*Project Funds
Disbursement Schedule*

First disbursement	Upon signing of this Agreement by both APNIC and the Recipient.
Second disbursement	Upon APNIC's approval of the Recipient's technical and financial progress reports, delivered according to this Agreement.
Third and final disbursement	Upon APNIC's approval of the Recipient's final technical and financial reports, delivered according to this Agreement



Grant Agreement - Standard Terms and Conditions

1 BACKGROUND

- 1.1 APNIC is a contributor to, and administers, the Information Society Innovation Fund Asia (**ISIF Asia**). Other contributors to ISIF Asia include the International Development Research Centre, the Swedish International Development Cooperation Agency, the Internet Society and the DotAsia Organisation.
- 1.2 The ISIF Asia Selection Committee reviews grant applications, and selects projects to be funded by ISIF Asia.
- 1.3 APNIC now allocates a grant on behalf of ISIF Asia to the Recipient on the basis set out in these terms and conditions for the purpose of the Recipient undertaking the Project.

2 DEFINITIONS

In this Agreement, the following definitions apply:

Agreement means this Grant Agreement, incorporating these terms and conditions and the Schedule.

Audit and Information Delivery Requirements means the requirements set out in: http://isif.asia/GA_Audit.

Commencement Date means the commencement date specified in the Schedule.

Estimated Completion Date means the estimated completion date specified in the Project Proposal.

ICT means Information and Communications Technology.

IDRC Terms and Conditions means the additional terms and conditions specified by the International Development Research Centre, set out in: http://www.idrc.ca/EN/Funding/Guides_and_Forms/Documents/MGC-Att-A-e.pdf.

Insolvency Event means, in relation to a person, anything that reasonably indicates that there is a significant risk that that person is or will become unable to pay its debts as they fall due. This includes any of the following:

- (a) a meeting of the person's creditors being called or held;
- (b) a step being taken to make the person bankrupt;
- (c) an application is presented or an order is made for the sequestration of the person's estate;
- (d) a step being taken to wind the person up;
- (e) a step being taken to have a receiver, receiver and manager, administrator, liquidator or provisional liquidator appointed to the person or any of its assets or such an appointment taking place;
- (f) the person entering into any type of agreement, composition or arrangement with, or assignment for, the benefit of all or any of its creditors; and
- (g) the person ceases or threatens to cease to carry on its main business.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, registered designs, unregistered design rights, copyrights, know how, trade secrets, domain names, internet addresses, rights in confidential information, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

ISIF Asia means the Information Society Innovation Fund Asia.

ISIF Asia Contributors means any contributors to ISIF Asia from time to time, which may include:

- (a) the International Development Research Centre;
- (b) the Swedish International Development Cooperation Agency;
- (c) the Internet Society;
- (d) the DotAsia Organisation;
- (e) APNIC; and
- (f) such other contributor which may be specified from time to time at the ISIF Asia Website.

ISIF Asia Objectives has the meaning set out in clause 4.

ISIF Asia Website means the website of ISIF Asia, located at: <http://isif.asia>.

Procurement Principles means the procurement principles set out in: http://isif.asia/GA_Procurement.

Project means the project described in the approved Project Proposal.

Project Budget means the itemised project budget submitted by the Recipient as part of the Project Proposal, and agreed by APNIC.

Project Funds has the meaning set out in the Schedule.

Project Objectives has the meaning set out in clause 4.

Project Proposal means the project proposal submitted by the Recipient to, and accepted by, APNIC, and which is the subject of this grant and this Agreement.

Project Reporting Guidelines means the project reporting guidelines set out in: http://isif.asia/GA_Reporting.

Reports means reports that the Recipient is required to submit to APNIC under this Agreement.

Schedule means the Schedule attached to this document.

Term means the period between the Commencement Date and the Estimated Completion Date, unless otherwise agreed in writing by both parties.

3 INTERPRETATION

- 3.1 The Schedule to this Agreement forms part of this Agreement. In the event of any conflict between the clauses of the Agreement and any part of the Schedule, the clauses of the Agreement take precedence.
- 3.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
 - (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
 - (b) a reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Brisbane, Australia;
 - (c) if the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day;
 - (d) a reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
 - (e) a reference in this Agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;

- (f) a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (i) a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders;
- (j) a reference to the word 'include' or 'including' is to be interpreted without limitation;
- (k) a reference to '\$', 'dollar' or 'AUD' is a reference to the lawful currency of the Commonwealth of Australia;
- (l) any schedules and attachments form part of this Agreement;
- (m) if a party consists of more than one person, this Agreement binds them jointly and each of them severally; and
- (n) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it.

4 PROJECT OBJECTIVES

The Recipient's overall Project objective is as set out in the Project Proposal (**Project Objectives**). These Project Objectives are aligned with the objectives of ISIF Asia, which are:

- 4.1 to support research on Internet operations, infrastructure, technologies and protocols, conducted within the Asia Pacific region,
- 4.2 to support implementation and refinement of digital solutions that make strategic use of Internet technologies in an innovative way, responding to the needs and challenges that different communities face,
- 4.3 to provide higher visibility and share evidence of the positive influence that the Internet is having in the Asia Pacific region, and in particular the contributions from Asia Pacific digital innovators to these developments.
- 4.4 to build the capacities needed by organizations and their project teams, to scale-up their solutions; whether through better management, fundraising, or partnership development

(collectively, the **ISIF Asia Objectives**).

5 OBLIGATIONS OF THE RECIPIENT

- 5.1 In performing the Recipient's obligations under this Agreement, and in connection with the Project, the Recipient shall work in close co-operation with and under the supervision of the Director-General of APNIC, or any such delegate specified by him.
- 5.2 The Recipient has the following obligations under the terms of this Agreement:
 - (a) The Recipient will carry out the Project to perform the Project Objectives and fulfil all obligations according to the detailed Project Proposal and this Agreement.
 - (b) The Recipient is responsible for the receipt and expenditure of all grant funds in relation to the Project in accordance with this Agreement.
 - (c) The Recipient shall implement and use the Project Funds solely to perform the Project Objectives and activities of the Project in accordance with the Project Budget.
 - (d) The Recipient shall submit to APNIC the Reports in accordance with the Project Reporting Guidelines.

- (e) The Recipient shall consult with, and obtain the prior approval of APNIC before making any changes in its Project leadership. As a condition of this grant the Recipient must demonstrate the required scientific and administrative skills to pursue the objectives of this grant successfully.
- (f) The Recipient must obtain any clearances from the relevant government and any other authorities or agencies that may be required to carry out the Project.

6 OBLIGATIONS OF APNIC

- 6.1 APNIC will supervise and monitor the technical and financial aspects of the Project work conducted by the Recipient including any research, development and implementation work required to perform the Project. APNIC reserves the right to designate a new contact for the Recipient to communicate with in relation to the terms of this Agreement without amending this Agreement.
- 6.2 The maximum amount payable by APNIC to the Recipient as a grant under this Agreement is as specified in the Schedule.
- 6.3 The tasks to be performed by the Recipient in order to achieve the Project Objectives shall be financed by APNIC in accordance with the Project Budget and the terms and conditions of this Agreement. In particular, the last 2 payments contemplated by this Agreement are conditional upon the submission by the Recipient to APNIC of an itemised financial statement of actual costs incurred, and certified by the Recipient together with any required supporting documentation as a true representation of the time and resources dedicated to achieving the Project Objectives. Each of these financial reports must be accompanied by the technical reports described in the Project Reporting Guidelines. The content of all reports to be provided under this Agreement is as set out in the Project Reporting Guidelines or as otherwise advised by APNIC to the Recipient from time to time.

7 DURATION OF THE AGREEMENT

- 7.1 If this Agreement is not signed by the Recipient and returned to APNIC within 60 days of receipt from APNIC, it will be considered null and void.
- 7.2 This Agreement will continue in full force and effect for the Term, unless otherwise terminated in accordance with the terms and conditions of this Agreement.
- 7.3 APNIC will, in its absolute discretion, determine whether the Recipient has satisfied the Project Objectives. Unless such a determination is given by APNIC, the Project will be considered incomplete and the Recipient will not be entitled to receive the Project Funds.
- 7.4 If the Recipient fails to submit the reports described in the Project Reporting Guidelines to APNIC within the time period specified in this Agreement, APNIC may terminate this Agreement immediately by notice to the Recipient. In such an instance, APNIC may decide not to pay any further amounts to the Recipient (including payments for work to which the report(s) relate) and may request the Recipient to return any unspent and unaccounted funds.
- 7.5 After the expiration of this Agreement the Recipient shall not claim payment for any activity or phase of activity not performed in accordance with the terms of this Agreement.

8 CONDITIONS OF PAYMENT

- 8.1 APNIC shall provide the Project Funds to the Recipient in accordance with the disbursement schedule set out in the Schedule, in consideration for the performance of the Project and the achievement of the Project Objectives.

8.2 The grant is subject to sufficient funds being made available to APNIC by the ISIF Asia Contributors during the full course of the grant. In the event that the agreement between any one or more of the ISIF Asia Contributors (other than APNIC) and APNIC, under which the Project Funds are made available, is terminated for any reason whatsoever, APNIC is not required to pay the Project Funds to the Recipient and this Agreement terminates immediately and APNIC has no liability to or obligations in favour of the Recipient.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 It is a condition of this Agreement that the Recipient makes all Intellectual Property Rights subsisting in all technical reports (**Works**) created (in whole or in part) using the Project Funds, and delivered to APNIC under this Agreement, available for use in accordance with the licence described at <http://creativecommons.org/licenses/by-sa/3.0/> (as updated or replaced from time to time). Ownership in the Works must not be assigned, and no other licences may be granted, without the prior written consent of APNIC.

9.2 In addition to, and without affecting clause 9.1, the Recipient, its employees and subcontractors consent to the ISIF Asia Contributors, in their absolute discretion, doing any attributable act (as that term is defined in the *Copyright Act 1968* (Commonwealth of Australia)) or reproducing, publishing, copying, adapting, performing, communicating, showing or exhibiting in or to the public, altering or in any other way changing or using or not using the reports, studies or other information or any outcomes of the Project (or a substantial part or adaptation of them), whether before or after the date of this consent, for promotional and reporting purposes:

- (a) with or without attribution of authorship;
- (b) with or without any other materials comprised in the Reports or the outcomes of the Project;
- (c) with or without any other text, data, sounds or images (whether animated or not);
- (d) with no title, the same title or any other title;
- (e) in any medium;
- (f) in any context; and
- (g) in any way it sees fit.

Nothing in this clause 9.2 limits the right of the ISIF Asia Contributors to exercise the licence described in clause 9.1 in accordance with its terms.

9.3 The Recipient can only use APNIC's or any other ISIF Asia Contributor's trademarks or their name, acronym or emblem/logo with the specific prior authorisation in writing from APNIC or the relevant ISIF Asia Contributor. The Recipient may use the ISIF Asia logo and any ISIF Asia trade mark on reports and publications solely related to the Project without first obtaining the prior written consent of APNIC, but must cease to include either or both of them on new publications following receipt of a written direction from APNIC to cease doing so.

9.4 The Recipient will recognize the support of ISIF Asia by including in all publications the following acknowledgement:
"This work was supported by a grant from the Information Society Innovation Fund (ISIF Asia)."

9.5 The term "Information Society Innovation Fund (ISIF Asia)" and "ISIF Asia" must not be used in such a way that could cause it or its contributors to be regarded as having contributed to or be vouching for the content of any Project related publications.

9.6 The Recipient shall respect Intellectual Property Rights and shall ensure that its employees and its subcontractors respect Intellectual Property Rights.

9.7 The Recipient confirms and warrants that:

- (a) it has the right to grant the permissions or licences contained in the Agreement;
- (b) there are no claims or legal proceedings pending or threatened, the outcome of which could adversely affect APNIC's rights given under the Agreement;
- (c) there are no agreements of any nature in favour of anyone that could interfere with the rights granted to APNIC and the other ISIF Asia Contributors under this Agreement; and
- (d) no materials provided by the Recipient to APNIC will violate or infringe upon the Intellectual Property Rights or privacy rights of anyone, nor will they defame anyone.

10 LIMITATION OF LIABILITIES

10.1 The Recipient shall ensure that appropriate disclaimers protecting APNIC, the ISIF Asia Contributors and the Recipient are included in the website and other related platforms the Recipient creates in pursuit of the objectives. The parties will jointly identify the required disclaimers and agree on the wording of such disclaimers.

10.2 Neither the Recipient or anyone who the Recipient employs to carry out the Project Objectives is to be considered as an agent or member of the staff of APNIC or any of the ISIF Asia Contributors and, except as otherwise provided in this Agreement they shall not be entitled to any privileges, immunities, compensation or reimbursements, nor are they entitled to commit APNIC or the ISIF Asia Contributors to any expenditure or other obligations.

10.3 The Recipient warrants that the performance of the tasks to achieve the Project Objectives under this Agreement does not prejudice the rights of third parties and is not in violation of any applicable law.

10.4 In carrying out this Project, the Recipient shall, subject to its privileges and immunities, be responsible for complying with all applicable laws and regulations of the countries in which the Project will be carried out and to which Project personnel may have to travel to as part of the Project.

10.5 Unless indicated to the contrary in this Agreement, the Recipient shall bear all the expenses of carrying out the Project.

10.6 The Recipient shall indemnify APNIC and absolve it of any responsibility for any claim, loss or damage sustained as a result of the non-observance of the above mentioned obligations, and for any Court action, claim or charge of any kind which may result from the act or omission of the Recipient or by any of its employees in the performance of this Agreement. The Recipient shall also indemnify and hold harmless APNIC, its agents and employees, for any legal costs and/or other legitimate expenses incurred in connection with any legal action in which APNIC may come to be involved with as the result of the act or omission of the Recipient, including, without limitation, disputes about any infringement of Intellectual Property Rights.

10.7 For the avoidance of doubt, neither party shall be liable for any indirect or consequential loss or damages arising as a result of the performance of, or failure to perform, this Agreement.

10.8 The Recipient undertakes full responsibility for the purchase of any travel, health and medical, accident or other insurance, which may be necessary in respect to any loss, injury, damage or illness occurring during the performance of this Agreement. The Recipient must give details of these insurances (and certificates of currency for them) upon request.

11 ANTI-CORRUPTION

11.1 The Recipient declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which

constitutes an illegal practice, has been or will be made to anyone by the Recipient, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement. Any such practice is grounds for terminating the Agreement or taking any other corrective action as required.

- 11.2 The Recipient shall declare in writing to APNIC if the Recipient, its officers or employees included in the Project:
- (a) were convicted during a period of three years prior to the submission of the Project Proposal, by a court of law in Australia or in any other jurisdiction for an offence involving bribery or corruption or;
 - (b) are under sanction, for an offence involving bribery or corruption, imposed by a government, a governmental organisation or a development organisation providing development assistance.
- 11.3 The Recipient shall require its subcontractors to declare to the Recipient in writing if they or any of their officers or employees involved in the Project:
- (a) were convicted during a period of three years prior to the submission of the Project Proposal, by a court of law in Australia or in any other jurisdiction for an offence involving bribery or corruption or;
 - (b) are under sanction, for an offence involving bribery or corruption, imposed by a government, a governmental organisation or a development organisation providing development assistance.
- 11.4 The Recipient shall make such declarations it receives from its subcontractors known to APNIC by providing APNIC with a copy of such declarations.
- 11.5 APNIC may terminate this Agreement forthwith for default where it is found that the Recipient has made a false declaration.
- 11.6 The Recipient 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.
- 11.7 The Recipient shall immediately inform APNIC of any illegal or corrupt practice or any other misuse of the contribution in any activity financed under this Agreement that the Recipient is aware of or that has been brought to its attention, whether or not under the Recipient's responsibility.
- 11.8 The Recipient shall provide APNIC with information on the findings and any actions or measures taken by the Recipient. Upon receipt of any such notification, the parties shall promptly consult with each other to determine further actions to be taken in order to resolve the matter. The Recipient shall keep APNIC informed of the progress of any formal investigation concerning the matter and provide APNIC with a final report of the findings of such investigation upon its conclusion.

12 VISITS TO PROJECT AND PROVISION OF INFORMATION

- 12.1 The Recipient, at the request of APNIC, will permit officers or representatives of APNIC or the ISIF Asia Contributors to visit the Project site(s) at times convenient to the parties concerned and will facilitate the discussion of the results and progress of the Project.
- 12.2 Irrespective of agreed reporting routines, the parties shall promptly inform each other if a situation arises that makes it likely that the Project will not be carried out as agreed.
- 12.3 The Recipient shall provide APNIC with any other information regarding the Project that APNIC may reasonably request. The Recipient shall retain all records for 10 years from the last disbursement by APNIC. During this period, the Recipient shall also co-operate with and assist APNIC in the performance of follow-ups

and evaluations of the impact of the Project. The obligations of the Recipient in this respect shall apply also to previously agreed support provided by APNIC to the Project.

- 12.4 The Recipient's obligations under this clause 12 survive any termination or expiration of this Agreement.

13 AUDIT REQUIREMENTS

The Recipient must comply with the Audit and Information Delivery Requirements, to the extent required by those requirements.

14 PROCUREMENT PRINCIPLES

The Recipient must comply with the Procurement Principles for the procurement of all goods, works and services financed by the Project Funds.

15 IDRC TERMS AND CONDITIONS

- 15.1 The IDRC Terms and Conditions are incorporated into, and form part of, this Agreement.
- 15.2 In the event of an inconsistency between the IDRC Terms and Conditions and these terms and conditions, then the terms and conditions imposing the higher standards, rights or most onerous obligations shall prevail.
- 15.3 For the purposes of the incorporation of the provision in the IDRC Terms and Conditions, where references are made to obligations owed to the Centre, the clause is to be construed as owing the same or similar obligation (as the case may be) to APNIC. Similarly, where references are made to rules, regulations, or legislative requirements from a different jurisdiction, the clause is to be construed by way of reference to the equivalent rules, regulations, or legislative requirements that exist in Queensland, Australia.

16 DISPUTE AND TERMINATION

- 16.1 APNIC may terminate this Agreement immediately:
- (a) upon 30 days written notice to the Recipient;
 - (b) if the Recipient suffers an Insolvency Event; or
 - (c) if, in the reasonable opinion of APNIC, the Recipient ceases to pursue or satisfy the Project Objectives or the ISIF Asia Objectives (or both);
 - (d) if any ISIF Asia Contributor (other than APNIC) terminates the agreement with APNIC under which the Project Funds are made available to APNIC.
- 16.2 In the event of a dispute, the parties shall make good faith efforts to settle it amicably. In the event an amicable settlement cannot be reached, any dispute arising out of or relating to the present Agreement, shall be settled by binding arbitration by a sole arbitrator appointed by mutual agreement or, failing this, by the President of the International Court of Justice at the request of any parties.

17 NOTICES

- 17.1 Any notice or communication given to a party under this Agreement is only given if it is in writing and sent in one of the following ways:
- (a) delivered or posted to that party at its address and marked for the attention of its contact (if any) set out on page one of this Agreement; or
 - (b) emailed to that party at its email and marked for the attention of its contact (if any) set out on page one of this Agreement.
- 17.2 If a party gives the other party three business days notice of a change of its address or email, any notice or communication is only given by that other party if it is delivered, posted or emailed to the latest address or email given.

18 MISCELLANEOUS

18.1 Approvals and consents

- (a) Unless this Agreement expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions.
- (b) Where this Agreement refers to a matter being to the 'satisfaction' of a party, this means to the satisfaction of that party in its absolute discretion.

18.2 Assignments and transfers

The Recipient must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of APNIC.

18.3 Sub-contractors

Subject to any restrictions imposed by APNIC, the Recipient may enter into any sub-contract in pursuit of the Project Objectives provided the Recipient ensures that any and all resulting contracts with subcontractors are consistent with all of the Recipient's obligations contained in this Agreement, unless otherwise agreed by APNIC.

18.4 Survival

All representations, warranties, disclaimers, indemnifications and reporting obligations contained in this Agreement shall survive the expiration or termination of the Agreement.

18.5 Transmission of Confidential Information

The Recipient shall take all reasonable measures to ensure protection against unauthorised access or intrusion to any confidential information.

18.6 Costs

Except as otherwise set out in this Agreement, each party must pay its own costs and expenses for preparing, negotiating, executing and completing this Agreement and any document related to this Agreement.

18.7 Entire agreement

This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.

18.8 Amendments

This Agreement may only be amended in writing signed by both parties.

18.9 Execution of separate documents

This Agreement is properly executed if each party executes either this document or an identical document. In the latter case, this Agreement takes effect when the separately executed documents are exchanged between the parties.

18.10 Further acts

Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

18.11 Governing law and jurisdiction

The laws of the State of Queensland, Australia, govern this Agreement. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

18.12 Severability

Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and

enforceability of the provision in any other jurisdiction will not be affected.

18.13 Waivers

- (a) A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.