

This draft is not a representation or an offer and shall not create a basis for any claim against Nordic Development Fund.

GRANT AGREEMENT

**[name of project and country]
NCF 9 Project No NCF-[]**

BETWEEN

NORDIC DEVELOPMENT FUND

AND

**[NAME]
(AS GRANTEE)**

As of [month] [year]

TABLE OF CONTENTS

SECTION 1. DEFINITIONS	4
SECTION 2. THE PROJECT AND THE GRANT	6
SECTION 3. OBLIGATIONS OF THE GRANTEE	7
SECTION 4. DISBURSEMENT AND CONDITIONS PRECEDENT FOR DISBURSEMENT	9
SECTION 5. REPRESENTATIONS AND WARRANTIES.....	10
SECTION 6. RIGHTS TO RESULTS OF THE PROJECT; INFORMATION DISSEMINATION; VISIBILITY; PROTECTION OF PERSONAL DATA	10
SECTION 7. SUSPENSION, CANCELLATION, TERMINATION AND REPAYMENT	11
SECTION 8. NOTICES AND REQUESTS.....	12
SECTION 9. GOVERNING LAW; DISPUTE RESOLUTION; NOTICE OF PROCESS; NO WAIVER OF IMMUNITIES.....	13
SECTION 10. RELATIONSHIP BETWEEN THE PARTIES; LIMITATION OF LIABILITY, INDEMNIFICATION	14
SECTION 11. MISCELLANEOUS PROVISIONS	14
SECTION 12. ENTRY INTO FORCE; AMENDMENT OF THE AGREEMENT	15
SECTION 13. SURVIVAL OF TERMS.....	15
SECTION 14. ANNEXES	15

GRANT AGREEMENT signed between the following parties:

1. Nordic Development Fund, a multilateral development finance institution established by Denmark, Finland, Iceland, Norway and Sweden (“**NDF**”), and governed by its constituent documents¹, with its office in Helsinki, Finland, as financier; and
2. *[name of party]*, duly organised and existing under the laws of *[country of incorporation or establishment]* with the registration number *[●]* and having the address *[●]* as grantee (the “**Grantee**”).

Together referred to as the “**Parties**”.

WHEREAS:

NDF’s Board of Directors have approved grant financing to be made available for climate change projects in NDF partner countries through the Nordic Climate Facility (“**NCF**”);

The Grantee intends to carry out and ensure partial financing for the project (the “**Project**”) as described in Annex 1 (Project Description) and Annex 2 (Results Framework and Milestone Deliverables) together with *[name(s) of local partner(s), [name(s) of other Nordic partner(s)] [and name(s) of other partner(s)]*;

The Grantee has applied for and NDF has approved grant financing for the Project (the “**Grant**”) in accordance with the applicable guidelines and procedures for NCF financing;

The Grantee acknowledges that the Grant is a payment of non-commercial nature, which, under no circumstances may directly be used for generating profit for the Grantee or any other of the project partners during the Project implementation period.

NOW, THEREFORE, NDF AND THE GRANTEE AGREE AS FOLLOWS:

¹ NDF’s constituent documents include the Agreement between Denmark, Finland, Iceland, Norway and Sweden concerning the Nordic Development Fund of 9 November 1998 and thereto related Statutes and the Host Country Agreement between the Government of Finland and the Nordic Development Fund of 15 October 2013. These documents are available on NDF’s website, www.ndf.fi.

SECTION 1. DEFINITIONS

1.1. For the purposes of this Agreement:

“**Agreement**” means this Grant Agreement, including all Annexes, schedules and agreements supplemental hereto, as amended from time to time.

“**Banking Day**” means, in relation to any place where transactions under this Agreement have to be carried out, a day on which commercial banks in such place are neither required nor authorised to be closed.

“**Closing Date**” means the date up and until regular Project activities shall take place, including submitting a draft project completion report to NDF, such date being specified in Clause 2.4.

“**Eligible Expenditure**” means an expenditure as defined in the Project Implementation Manual and incurred after or on the Start Date and prior to or on the Closing Date. In the case of Eligible Expenditures for final project completion report and financial audit, the eligibility extends up and until the Disbursement Deadline Date. However, a payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations shall under no circumstances be an Eligible Expenditure.

“**Environmental and Social Guidelines and Policy**” means NDF’s Environmental and Social Guidelines and Policy, as in effect at any given time (available on www.ndf.fi).

“**Disbursement**” means a disbursement of the Grant, as described below in Section 2.

“**Disbursement Deadline Date**” means the date three (3) months after the Closing Date, which is the final date on which NDF will accept disbursement requests. Up and until the Disbursement Deadline Date, the project completion report shall be finalised and approved, the financial audit shall be conducted and approved and the final disbursement request shall be submitted.

“**EUR**” and the sign “**€**” mean euro, the lawful currency of the Member States of the European Union that have adopted and continue to retain the common single currency in accordance with European Union treaty law.

“**Grant**” means the grant amount provided for in this Agreement or any part thereof, as the context requires.

“**Grantee’s Bank Account**” shall mean a bank account held by the Grantee in a bank acceptable to NDF and evidenced by a bank account holder confirmation.

“**Host Country**” means *[insert name of Host Country]* as the country in which the Project will be implemented.

“**Lead Nordic Partner**” means the Grantee, who as a contractual party to this Agreement has the overall responsibility for implementation of the Project.

“**Local Partner(s)**” means *[name of local partner(s)]*, duly organised and existing under the laws of *[country/ies of incorporation or establishment]* with the registration number(s) *[•]*, teaming up with the Grantee to implement and/or finance the Project.

“Other Nordic Partner(s)” means [*names of Nordic partner(s) other than the Grantee (if any)*], duly organised and existing under the laws of [*country/ies of incorporation or establishment*] with the registration number(s) [*●*], teaming up with the Grantee to implement and/or finance the Project.

“Other Partner(s)” means [*names of any other partners than Nordic Partners and Local Partners (if any)*], duly organised and existing under the laws of [*country/ies of incorporation or establishment*] with the registration number(s) [*●*], teaming up with the Grantee to implement and/or finance the Project.

“Project Implementation Manual” means the NCF Project Implementation Manual as in effect at any given time (available on www.NordicClimateFacility.com / Projects / How to Implement).

“Prohibited Practice” means corrupt, fraudulent, collusive, coercive and obstructive practices, as defined in NDF’s Policy on Anticorruption and Integrity, as in effect at any given time (available on www.ndf.fi).

“Project” means the project as described in Annex 1 (Project Description) including such possible amendments to Annex 1 as may be approved by NDF in writing.

“Project Accounts” means accounts kept by the Grantee and, where relevant, the Local Partner(s) [*, the Other Nordic Partner(s) and the Other Partner(s)*] in accordance with applicable accounting rules, showing costs and expenses incurred for the Project as well as all revenues resulting from the Project, including the Grant, received from time to time.

“Project Partners” means the Grantee, the Local Partner(s), [*and, where relevant, the Other Nordic Partner(s) and the Other Partner(s)*].

“Start Date” means the date on which the Grantee commences the Project implementation activities, which date is the earliest date of any Eligible Expenditure taking effect, such date being specified in Clause 2.4.

“Sub-contracts” means contracts between the Grantee and the Local Partner(s) [*, Other Nordic Partners and/or Other Partners*], setting out in detail, among other things, the division of roles and responsibilities of each Project Partner in implementing the Project, committed co-financing amounts (if applicable), as well as the intellectual property rights, maintenance and ownership arrangements, as initially covered in Annex 1 (Project Description) and sent to NDF for no-objection prior to execution.

“Taxes” includes VAT, imposts, levies, fees and duties of any nature, whether in effect at the date of this Agreement or imposed thereafter in the Host Country or in the countries of the Project Partners.

SECTION 2. THE PROJECT AND THE GRANT

- 2.1. The Grantee shall use its best efforts to implement the Project in accordance with the provisions of this Agreement.
- 2.2. Subject to availability of co-financing as set out in Commitment Letters issued by the Project Partners to NDF, NDF undertakes to make available to the Grantee for the implementation of the Project the Grant in an amount of up to EUR *[amount in figures]* (*[amount in letters]* Euros).
- 2.3. The total amount of the Grant does not exceed *[percentage to be filled in]* % of the final realised costs (without profits) for the Project, including such reasonable Taxes as are levied under applicable laws (in case of such excess occurring during the implementation of the Project, the final Disbursement(s) of the Grant will be correspondingly reduced).
- 2.4. The Start Date for the Project is the *[•]* of *[•]*, 20*[•]* *[date to be filled in]*. The Closing Date of the Grant is the *[•]* of *[•]*, 20*[•]* *[date to be filled in]* or such later date as NDF shall establish. The Grantee may, however, apply for an extension of the Closing Date. NDF's consent to such justified application shall not be unreasonably withheld.
- 2.5. The proceeds of the Grant shall be used solely for covering Eligible Expenditures.
- 2.6. Any such goods, works and services shall be procured in a manner aiming to achieve best possible economy, efficiency and quality and by using procurement methods set out in the Project Implementation Manual.
- 2.7. When proceeds of the Grant are used to cover costs of goods, works or services provided by the Grantee or by any other Project Partner, or by a supplier, contractor, service provider or consultant that has business, family or other relation to the Grantee or any other Project Partner, the price of such goods, works or services to be covered by the Grant shall not give rise to profits and shall therefore be reasonably below fair market prices.
- 2.8. In accordance with the provisions in the Project Implementation Manual and Annex 3 (Budget Summary), the Grant may be used for the payment of reasonable Taxes related to the Project implementation.
- 2.9. NDF shall open and maintain on its books a record in the Grantee's name showing any Disbursements of the Grant, the computation and payment of charges, commissions, fees and other amounts due and sums paid thereunder. Such account shall be final, conclusive and binding on the Grantee, unless shown by the Grantee to the satisfaction of NDF, to contain a manifest clerical error.
- 2.10. Any amount of the Grant for which NDF has not received a request for Disbursement by the Disbursement Deadline Date, will be irrevocably cancelled by NDF.

SECTION 3. OBLIGATIONS OF THE GRANTEE

3.1. Compliance and Authorisations

The Grantee:

- (a) shall ensure that the Grant shall be utilised solely as provided in this Agreement, including but not limited to the detailed **Project Description** (Annex 1) and the **Budget Summary** (included in Annex 3);
- (b) shall perform and complete all of its obligations under this Agreement with due diligence and efficiency, and in accordance with the highest relevant industry and ethical standards and the Environmental and Social Guidelines and Policy;
- (c) shall ensure that appropriate measures are taken to respect any underlying confidentiality obligations and/or intellectual property rights owned by or otherwise under the control of the Grantee and/or any other Project Partner;
- (d) shall comply with all applicable laws, statutes and regulations as well as with all contracts relevant to the Project to which it is a party;
- (e) shall ensure that the Project is carried out in a manner which is not in conflict with any intergovernmental agreements applicable to the Project concluded between the Government of any of the Nordic countries and the Host Country;
- (f) shall have taken or shall promptly take all action within in its powers to approve and provide, or make to be approved and provided, all rights, licenses, filings, registrations and authorisations that are necessary for the implementation of the Project.

3.2. Anticorruption and Integrity Issues

The Grantee:

- (a) shall not, and shall not authorise or permit any of its officers, directors, employees, affiliates, agents or other representatives, to engage in, with respect to the Project or any transactions contemplated by this Agreement, any Prohibited Practice as defined in the Anticorruption Policy;
- (b) shall use its best efforts to monitor and to counteract any perceived Prohibited Practice engaged in by other Project partners and, if any, consultants, suppliers and other partners taking part in the implementation of the Project.

3.3. Reporting, Monitoring and Auditing

The Grantee:

- (a) shall furnish to NDF reports and information in accordance with the Project Implementation Manual and Annex 2 (**Results Framework and Milestone Deliverables**);
- (b) shall keep the Project Accounts and shall, where relevant, ensure that Project Accounts are kept by other Project Partners in accordance with generally acceptable accounting

principles and allow them to be audited, at such intervals as NDF deems appropriate, by auditors acceptable to NDF;

- (c) shall, upon request, furnish to NDF a copy of the Grantee's regular annual report for the preceding year;
- (d) shall undertake necessary local arrangement for NDF's representatives to monitor the implementation of the Project and provide access to all books and records related to the use of the Grant, and it shall use its best efforts to ensure that all other Project Partners, contractors and sub-contractors shall make corresponding undertakings;
- (e) shall furnish to NDF other reports and information relating to the implementation of the Project as NDF may reasonably request.

3.4. Information and Cooperation

The Grantee:

- (a) shall co-operate fully with NDF in order to carry out this Agreement and furnish to NDF all information needed for the disbursement and follow-up of the use of the Grant;
- (b) shall promptly notify NDF in writing of any event or circumstance which may lead to suspension or early termination of the Agreement as specified in Section 7. below or any other event or circumstance, which in the reasonable opinion of the Grantee could adversely affect the Grantee's ability to comply with its obligations under this Agreement, including any steps the Grantee is taking to remedy the same;
- (c) shall promptly inform NDF of any event or situation that might affect the implementation of the Project or which may require the Parties' assessment of the need to agree on a modification or an alteration in the scope, character or execution of the Project or in the agreed budget;
- (d) shall notify NDF within two weeks to the extent any change within the Grantee has occurred with regard to any of the following aspects: persons authorised to sign the Grantee's name, management and organisational structure; ownership and/or control; nature of business; the Grantee's financial condition or its ability to perform its obligations in accordance with the Agreement.

3.5. Insurance

The Grantee:

- (a) shall use its best efforts to ensure that all assets required for the Project are insured with a reputable insurer.

SECTION 4. DISBURSEMENT AND CONDITIONS PRECEDENT FOR DISBURSEMENT

- 4.1. Fulfilment of relevant milestone deliverables and adequate related reporting are prerequisites for disbursement of the Grant. Requirements concerning reporting are set out in the Project Implementation Manual and in Annex 2 (Results Framework and Milestone Deliverables).
- 4.2. Before payment of the first instalment, the Grantee shall with no exception submit to NDF:
 - a. a disbursement request following the template in Annex 5 and signed on behalf of the Grantee by a person, or persons duly authorised thereto;
 - b. a list of names, titles and specimen signatures of the persons authorised to represent the Grantee in any matter connected with this Agreement, substantially in the form of Annex 6 (Certificate of Incumbency and Authority);
 - c. a bank account holder confirmation issued by the account holding bank of the Grantee in a bank acceptable to NDF; and
 - d. evidence that Sub-contracts, in form and substance satisfactory to NDF, have been concluded between the Grantee and each of the Project Partners for the joint implementation of the Project.
- 4.3. Subsequent instalments shall be made when
 - a. the milestones set out in Annexes 1 (Project Description) and 2 (Results Framework and Milestone Deliverables) in respect of the relevant Disbursement has been fully achieved as evidenced in reports acceptable to NDF and based on a disbursement request, except in case of an advance payment that NDF in its discretion may allow for as set out in the Project Implementation Manual; and
 - b. NDF has received any other documentation, such as copies of relevant permits, licenses and legal and contractual arrangements, it has reasonably requested.
- 4.4. Subject to NDF's prior approval, the Grantee may receive an advance payment. At no point shall the advance payment exceed 20% of the total Grant.
- 4.5. The final disbursement of the Grant cannot include an advance payment. The final disbursement shall amount to at least 20% of the Grant.
- 4.6. NDF will pay its own bank costs related to the disbursements.
- 4.7. No Disbursement shall be less than EUR 30,000, unless otherwise accepted by NDF.
- 4.8. Disbursements will normally be made to the Grantee's Bank Account within thirty (30) Banking Days after NDF's receipt of a disbursement request (sixty (60) days in the case of the final Disbursement) to be issued by the Grantee (substantially in the form of Annex 5 - Disbursement Request) no later than on the Disbursement Deadline Date and accompanied by such supporting documentation as required in Annex 5.
- 4.9. If the requested date of disbursement is not a Banking Day in Helsinki, NDF may effect the Disbursement on the next succeeding Banking Day in Helsinki.

4.10. Disbursement is conditional upon the representations and warranties set out in Section 5 below.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1. On the date of signing this Agreement and on each date of a disbursement request the Grantee represents and warrants that:

- (a) It is a duly incorporated legal entity validly existing under the laws of [*country of incorporation or establishment*], it has full capacity, power and authority to execute and deliver the Agreement, and the Agreement constitutes binding obligations enforceable against the Grantee in accordance with its terms;
- (b) It has sufficient resources readily available to carry out the Project in accordance with this Agreement;
- (c) All official authorisations required to execute and perform this Agreement have been obtained and are in full force and effect;
- (d) The Agreement does not conflict with any other agreement to which the Grantee is a party to or may be bound by;
- (e) To the best of its knowledge and belief, it is not in violation of any law or regulation, including without limitation any rule, law, legislation, directive or regulation relating to taxes, environmental or social issues;
- (f) Except as disclosed to NDF, the Grantee is not aware of any legal or administrative action which could have a material adverse effect on the Grantee's financial condition or its ability to perform its obligations in accordance with the Agreement;
- (g) Neither the Grantee, nor any of its affiliates, nor any person acting on its behalf, has committed or engaged in any Prohibited Practice with respect to any transactions contemplated under this Agreement, or, to the best of the Grantee's knowledge, with respect to the Project; and
- (h) None of the events referred to in Section 7 (Suspension, Cancellation Termination and Repayment) hereof exists.

SECTION 6. RIGHTS TO RESULTS OF THE PROJECT; INFORMATION DISSEMINATION; VISIBILITY; PROTECTION OF PERSONAL DATA

- 6.1. The division of rights, title, interest and all property rights between the Project Partners in, or relating to, the results of the Project (such as findings, test results, patents and other intellectual property rights, knowledge with economic value, technologies and technology chains resulting from development work, or deliverables such as technical reports or other documentation) shall be described in detail in the Sub-contract(s) referred to in Clause 4.2 d.
- 6.2. The Grantee shall ensure that NDF shall free of charge be granted a perpetual license to freely use for its internal purposes any reports and other documentation stemming from the

Project. The Grantee shall prepare reasonable documentation and materials to be used by NDF at its discretion for public information dissemination purposes and allow for the sharing of information with regard to the Project. The Grantee has the discretion and responsibility to mark any materials it considers to be confidential as such. No material marked as confidential will be published by NDF.

- 6.3. Where reference is made to the Project, either in Project related promotional material, other public information documents and/or during public events, the Grantee shall always acknowledge and make public that the Project is funded with an NCF Grant financed by NDF. However, the Grantee shall notify NDF in writing before the name and logo of NCF or information related to the Project are used by the Grantee or any other Project Partner for advertising or marketing purposes.
- 6.4. The Grantee acknowledges that NDF may use personal data which the Grantee provides about its staff, other Project Partners and subcontractors involved in the Project activities to administer and monitor the Project's implementation, and to exercise its rights under this Agreement. NDF will process and store such personal data in compliance with NDF's Privacy policy (available at <https://www.ndf.fi/privacy-policy>) and the Grantee must inform the persons concerned about this processing.

SECTION 7. SUSPENSION, CANCELLATION, TERMINATION AND REPAYMENT

- 7.1. NDF shall have the right, at its sole discretion, to suspend disbursements of the Grant in whole or in part by sending a notice to this effect to the Grantee if:
 - (a) the Grantee fails to observe or perform any undertaking, covenant or any other obligation under this Agreement, and such failure continues for a period of thirty (30) days after NDF has notified the Grantee of such failure;
 - (b) any information, representation or warranty given by the Grantee in connection with the execution and delivery of this Agreement, or in connection with any request for Disbursement, is found to have been incorrect in any material respect;
 - (c) the conditions precedent, as defined in Section 4 of this Agreement and as are relevant for the first disbursement, have not been fulfilled 180 calendar days after the date of this Agreement;
 - (d) in NDF's reasonable opinion, it becomes improbable, for any reason and at any point of time after the signing of this Agreement, that the Project can be implemented substantially as contemplated in Annex 1 (Project Description) and in Annex 2 (Results Framework and Milestone Deliverables);
 - (e) it becomes apparent, in the opinion of NDF, that the Grantee, the other Project Partners, or any of their officers, directors, authorised employees, agents, suppliers or representatives has engaged in any Prohibited Practice or other wilful misconduct, or that there has been a misappropriation by the Grantee of funds disbursed under the Grant.
- 7.2. The right of the Grantee to request Disbursement under the Grant shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave

rise to the suspension shall have ceased to exist or until NDF shall have notified the Grantee that the right to request Disbursement has been restored, in whole or in part.

7.3 In the event that the Grantee's right to request Disbursement shall have been suspended with respect to any amount for a continuous period of thirty (30) calendar days, then NDF may, by notice to the Grantee, terminate the Grantee's right to draw down such amount and any further amount(s). Upon giving this notice, such amount and any further amount(s) of the Grant, as relevant, shall automatically be cancelled. NDF may, at its sole discretion, agree to prolong the thirty (30) days' period to allow the Grantee more time to remedy the situation.

7.4. If at any time

- a. it appears that there has been a misappropriation by the Grantee of funds disbursed under this Agreement or the Grantee has been engaged in any Prohibited Practice or other wilful misconduct, or
- b. in NDF's reasonable opinion, it becomes improbable, for any reason and at any point of time after the signing of this Agreement, that the Project can be implemented substantially as contemplated in Annex 1 (Project Description) and in Annex 2 (Results Framework and Milestone Deliverables)

then NDF has the right in its sole discretion to terminate the Agreement and require that the Grantee forthwith repay any proceeds already disbursed under the Grant such as e.g. an advance payment. In addition, the Grantee shall reimburse NDF for any direct costs incurred in connection with the collection of such amounts.

7.5. Where the Grantee finds that completion of the Project will meet with severe difficulties and/or require considerable extra and unforeseen financing, the Grantee may consult with NDF regarding a mutually acceptable termination of the Project.

7.6. The obligations, representations and warranties made by the Grantee in this Agreement shall apply from the date of signing hereof, but shall, unless otherwise specified herein, cease to apply two years after the Project has been completed to NDF's satisfaction.

SECTION 8. NOTICES AND REQUESTS

8.1. Any notice or request required or permitted to be given or made under this Agreement shall be made in writing and shall be deemed to have been duly given or made when delivered to the other party at such party's address specified below, or at such other address as said party subsequently shall have designated by notice to the other party. Any notice expressly required under this Agreement shall promptly be confirmed by letter.

Addresses:

For NDF:

Nordic Development Fund (NDF)
P.O Box 185, FIN- 00171 Helsinki, Finland
Telefax: +358 9 622 1491
(Telephone: +358 10 618 002)
E-mail: nordicclimatefacility@ndf.fi

For the Grantee:

[to be filled in]

SECTION 9. GOVERNING LAW; DISPUTE RESOLUTION; NOTICE OF PROCESS; NO WAIVER OF IMMUNITIES

- 9.1. This Agreement shall be governed by, and construed in accordance with, the laws of Sweden.
- 9.2. (a) Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, which has not been settled amicably by agreement of the Parties within sixty (60) days of receipt of a formal request for negotiation, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce in force as of 1 January 2017 ("Rules") by three arbitrators appointed in accordance with the Rules. Article 37 (Interim measures) of the Rules shall, however, not be applicable to NDF in an arbitral proceeding.
- (b) The place of the arbitration shall be in Sweden, Stockholm and the language of the arbitral proceedings shall be English.
- (c) Notwithstanding the aforesaid, NDF may take any action available under the laws of *[the Grantee's country of establishment or incorporation]* and/or *[the Host Country]* to guard its interest under this Agreement.
- 9.3. Service of any notice of process in connection with proceedings under this Section 9 may, to the extent allowed by applicable law, be made in the manner provided in Clause 8.1. The Parties hereby expressly waive any and all other requirements for the service of any such notice of process.
- 9.4. The express submission to arbitration by NDF under this Section 9 is without prejudice to its other privileges and immunities (including, without limitation, the inviolability of its archives) stemming from NDF's constituent documents, international conventions or under any applicable laws.

SECTION 10. RELATIONSHIP BETWEEN THE PARTIES; LIMITATION OF LIABILITY, INDEMNIFICATION

- 10.1. The relationship between the parties shall only be that of independent contractors. The Grantee acknowledges that NDF acts solely as a financier and not as an advisor to it. The Grantee represents and warrants that, in entering into this Agreement, it has engaged and relied upon advice given to it by its own legal, financial and other professional advisors and no decision made, or action taken by it, is attributable to advice given by NDF. Accordingly, the Grantee hereby agrees that NDF shall accept no liability or any responsibility for the acts, omissions, errors or negligence of the Grantee, or its employees, agents, advisors, contractors or other persons deriving authority from the Grantee.
- 10.2. The Grantee shall under no circumstances act as a representative of NDF or give the impression that it has been given such authority.
- 10.3. The Grantee shall indemnify and hold harmless NDF, its employees and members of the Board of Directors against claims of any third party related to
 - a. any transaction contemplated by this Agreement or the execution, delivery or performance thereof;
 - b. the exercise by NDF of any of its rights and remedies under this Agreement;provided that NDF shall not have any right to be indemnified hereunder for its own gross negligence or wilful misconduct.
- 10.4. Notwithstanding the above, the liabilities of the Grantee shall be limited to the Grant amount related to the services, works and/or goods to be provided under this Agreement, or to the insurance coverage for other indemnification of such services, works and/or goods, whichever is the higher amount.

SECTION 11. MISCELLANEOUS PROVISIONS

- 11.1. No failure or delay to exercise any right or remedy provided under this Agreement shall constitute a waiver of such right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.2. The Grantee may not, without NDF's prior written consent, assign or transfer any of its rights, benefits or obligations under this Agreement.
- 11.3. The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
- 11.4. All documents to be furnished or communications to be given or made under this Agreement shall be in the English language or, if in another language, shall be accompanied by a translation into English certified by the issuer of any such document or communication, which shall be the governing version between the issuer and NDF.

SECTION 12. ENTRY INTO FORCE; AMENDMENT OF THE AGREEMENT

- 12.1. This Agreement shall become effective and binding upon signing by both Parties and shall remain effective until both Parties have fulfilled their obligations under this Agreement unless terminated earlier in accordance with Section 7 (Suspension, Cancellation, Termination and Repayment) this Agreement.
- 12.2. This Agreement has been signed in two (2) original copies in the English language, each party to the Agreement shall keep one (1) copy.
- 12.3. In case the Project or other circumstances related to the implementation of the Project change, NDF may, at its sole discretion, accept to amend the Agreement. Any amendment shall be made in writing and be signed by both Parties.

SECTION 13. SURVIVAL OF TERMS

- 13.1. In the event that any provision of this Agreement is or shall become void or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 13.2. The following sections shall survive the termination of this Agreement: Section 6 (Rights to Results of the Project; Information Dissemination; Visibility; Protection of Personal Data), Section 9 (Governing Law; Dispute Resolution; Notice of Process; No Waiver of Immunities) and Section 10 (Relationship between the Parties; Limitation of Liability, Indemnification).

SECTION 14. ANNEXES

- 14.1. The following Annexes form an integral part of this Agreement:

Annex 1	Project Description
Annex 2	Results Framework and Milestone Deliverables
Annex 3	Budget Summary
Annex 4	Procurement Plan
Annex 5	Form of Disbursement Request
Annex 6	Form of Certificate of Incumbency and Authority

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the Parties hereto, acting through their duly authorised representatives, have caused this Agreement to be signed.

For **NORDIC DEVELOPMENT FUND**

Date: _____

By: _____
[NDF representative]
[title]

By: _____
[NCF team member]
[title]

For **[NAME OF GRANTEE]**

Date: _____

By: _____
[Grantee's authorised representative]
[title]

DRAFT