

Grant Agreement between

Mannion Daniels Ltd.

(On behalf of Gavi, the Vaccine Alliance)

and

XXXXXX

Agreement Number

XXXXXX

1. TITLE

1.1 GRANT AGREEMENT BETWEEN

MANNION DANIELS LTD

AND XXXXXX

Agreement Number: XXXXXX

Grant Agreement

This Grant Agreement (the "Agreement") is between Mannion Daniels Limited incorporated and registered in England and Wales whose office is at Bsg Valentine, Lynton House, 7-12 Tavistock Square, London, WC1H 9BQ (hereafter referred to as "MannionDaniels") and XXXXXX (hereafter referred to as "Grantee") whose principal office is at XXXXXX together known as the "Parties" and individually each as a "Party".

Agreement Specifics

The Grantee submitted a Full Application (the "Full Application") to MannionDaniels on XXXXXX for a project titled XXXXXXXX (the "Project"). MannionDaniels as fund manager (as defined below) is committed to supporting the Project within the framework of the Full Application. This Agreement sets out the terms and conditions on which the Project Funds (as defined below) shall be awarded to the Grantee by MannionDaniels. This Agreement is intended to ensure the Project Funds are used for their intended purpose.

Background

The overall objective of the Gavi funding is to expand and strengthen Gavi's capacity to engage with CSOs and local partners. It is envisaged that a more effective and efficient mechanism for engaging CSOs and local partners will directly contribute to the achievement of the goals stipulated in Gavi's 5.0 strategy, particularly with regard to the strategy's central equity goal.

2. SCOPE AND OBJECTIVES OF THE PROJECT FUNDS

- 2.1** This Agreement sets out the terms and conditions on which MannionDaniels, on behalf of Gavi, the Vaccine Alliance, shall grant the Project Funds to the Grantee in respect of the Project.
- 2.2** This Agreement shall commence on XXXXXX and shall continue, unless terminated earlier in accordance with clause 18, until XXXXXX ("Termination Date") when it shall terminate automatically

without notice, unless otherwise agreed in writing between the Parties.

- 2.3** The Grantee shall use the Project Funds for the delivery of the Project and in accordance with the terms and conditions of this Agreement. Project Funds shall not be used for any other purpose without the prior written agreement of MannionDaniels.
- 2.4** The place of the project implementation is XXXXXX.
- 2.5** The scope and objectives for the Project are described in the Full Application. The Full Application refers to the Project narrative and Workbook (results framework, workplan, risk register, learning plan & budget) attached as Annex 1 and Annex 2 respectively. The Full Application provides information on sub-grantees where relevant (see clause 11 for more information).
- 2.6** The Grantee shall not make any significant change to the Project without MannionDaniels' prior written consent.

3. PAYMENT OF THE PROJECT FUNDS

3.1 The Grant Amount

The Grantee will receive a total grant award amount of USD XXXXXX

3.2 Payment Disbursement Schedule

The Project Funds will be disbursed in alignment with the reporting schedule as shown in the following payment disbursement schedule:

Payment Trigger	Description	Payment Amount
Signature of contract	1st disbursement (3-month plus xxx% tranche)	USD XXXXXX
1 st Quarter Report received and approved	2nd disbursement (3-month tranche)	TBC
2 nd Quarter Report received and approved	3rd disbursement (3-month tranche)	TBC
3 rd Quarter Report received and approved	4th disbursement (final tranche less xxx%)	TBC
Total		USD XXXXXXXX

*The aforementioned payments are to be confirmed (TBC). Payment amounts are subject to revision and will depend on the fulfilment of the conditions of this Agreement, any revisions to budgets, actual expenditure and need, and the continuing availability of resources to the fund manager.

3.3 Payment Requirements

MannionDaniels shall pay the first disbursement of the Project Funds within [15] working days of receipt of the signed Agreement from the Grantee ("Initial Payment"). The remainder of the Project Funds shall be paid in XXXXXX installments ("Installment Payment") subject to the following conditions:

- Satisfactory Reporting Schedules have been submitted in accordance with this Agreement
- Any previous installment payments in respect of the Project Funds have been spent in accordance with this Agreement
- In MannionDaniels' reasonable opinion, no other financial matters remain unsettled.

3.4 Payment will be made in Dollars [USD]. If the Grantee's bank account does not accept payment in USD, alternative payment arrangements will be described in Schedule 2 Special Conditions (Financial).

3.5 No Project Funds will be paid unless and until MannionDaniels is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

3.6 The amount of the Project Funds will not be increased in the event of overspend by the Grantee.

3.7 Payments of the Project Funds or the Installment Payment shall be made by electronic transfer to the following bank account (unless otherwise agreed in writing between the Parties):

Bank name: XXXXXX

Bank postal address: XXXXXX

Name of account: XXXXXX

Bank account number: XXXXXX

Bank account currency: XXXXXX

Bank account accepts USD? XXXXXX

SWIFT number: XXXXXX

3.8 Within [48] hours of payment of the Project Funds, MannionDaniels will notify the Grantee of: a) the amount transferred; and b) the date of the payment.

3.9 Immediately upon receiving payment of the Project Funds the Grantee will provide a receipt to MannionDaniels, indicating the value of the payment in the currency in which it has been received.

3.10 Any interest accruing in the Grantee account holding the Project Funds will be used solely to support the Project as described in this Agreement.

3.11 Upon completion of the Project, any part of the Project Fund that remains unspent, including any interest that has been accrued on the Project Funds (if appropriate), shall promptly be returned to MannionDaniels.

- 3.12** The Grantee agrees to promptly repay to MannionDaniels any money incorrectly paid to it either as a result of an administrative error or otherwise.

4. OBLIGATION OF THE GRANTEE

- 4.1** On accepting this grant, the Grantee agrees to:

4.2 Implementation Responsibility

- Take full responsibility for the implementation of the Project in accordance with the Full Application submitted to MannionDaniels.
- The Grantee shall implement the Project with an appropriate level of efficiency, transparency and diligence. Therefore the Grantee shall mobilise the necessary financial, human and material resources required for full implementation of the Project as specified in the Full Application.
- The Grantee shall act alone or in partnership with associations or other bodies identified in the Description of the Project. The Grantee shall conduct assessments on any associations or bodies it enters into partnership with and will put in place appropriate arrangements that incorporate all the terms and conditions of this Agreement. The Grantee remains the sole entity responsible for the Project implementation and Project Fund expenditure.
- Promptly inform MannionDaniels in writing of any condition which interferes or threatens to interfere with successful implementation of the Project.

4.3 Financial Management

- Ensure that the Project Funds are properly accounted for.
- Ensure all financial reporting is made in compliance with the Grantee Financial Guidance.
- Only expended project funds on activities as detailed in the agreed project budget. Any variations to the project budget beyond those flexibilities set out in the Grantee Financial Guidance must be agreed in advance by MannionDaniels.
- Ensure proper financial accountability at MannionDaniels' reasonable determination, through adequate financial management (including, but not limited to, adequate controls, accountability structures and procedures to ensure transparency) in accordance with the Grantee's Financial Policy.
- Keep all invoices, receipts and accounting records and other relevant documents relating to the Project Funds for a period of five years after the expiry of this Agreement. MannionDaniels shall have the right to review, at MannionDaniels' reasonable request, the Grantee's accounts and records that relate to the expenditure of the Project Fund and shall have the right to take copies of such accounts and records.

- Keep MannionDaniels and the Fund Management team informed about any unspent Project Funds at the end of each quarterly-reporting cycle.
- Ensure that the Project Funds are not used in violation of any relevant UN conventions, resolutions of the UN Security Council or any law or otherwise.

4.4 Procurement

- The Grantee should ensure that any procurement using grant funds adheres to international best practice, applicable regulations, is transparent, fair and open and is designed to achieve value for money. Where the Grantee does not have the skills or capacity to carry out procurement, please contact your Grants Manager and or Project Officer who will advise on the process to follow. Instructions on the treatment of purchased items forms part of the financial guidelines for the Grantee which can be found here:

<https://www.gavi.org/programmes-impact/types-support/gavi-funding-civil-society-organisations/application-guidance#about>

5. FRAUDULENT AND CORRUPT PRACTICES

- 5.1**
- Not engage in or accept any fraudulent or corrupt practice. In case of suspicion of mismanagement of funds within the Project, the Grantee shall immediately report the same to MannionDaniels and take remedial action, at Grantee's cost.
 - MannionDaniels has zero tolerance for fraudulent or corrupt practices.
 - The Grantee can report any concerns through our confidential Whistleblowing service, details of this are described in our Whistleblowing policy which can be found here:
<https://www.manniondaniels.com/policies/>
 - The Grantee shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.
 - The Grantee has liability for any losses incurred through fraud, theft, or misuse of funds under the Grant. This extends to fraud carried out by suppliers and sub-grantees as well as the grantee's own activities. Where losses are incurred, the Grantee will fully reimburse the fund manager.
 - For further guidance on Anti-Corruption, Fraud and Bribery Policy, MannionDaniels' Policy can be found by clicking on the following link: <https://www.manniondaniels.com/policies/>

6. SAFEGUARDING

- 6.1**
- The Grantee will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Agreement by both its employees and any sub-grantees.
 - The Grantee will adhere to the Safeguarding Principles in Schedule 3.
 - MannionDaniels has a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Grantee will immediately report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Agreement by emailing safeguarding@manniondaniels.com or notifying their Grants Manager directly. The Grantee should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
 - The Grantee should also report any credible suspicions of, or actual incidents that are not directly related to this Agreement but would be of significant impact to their partnership with MannionDaniels or the reputation of MannionDaniels. For example, events that affect the governance or culture of the Grantee, such as those related to senior management, must be reported.
 - Both MannionDaniels and the Grantee will fully co-operate with investigations into such events, whether led by MannionDaniels, Gavi, or any of its duly authorised representatives or agents, or the Grantee.
 - For further guidance on Safeguarding, MannionDaniels' Policy can be found by clicking on the following link: <https://www.manniondaniels.com/policies/>

7. REPORTING

- 7.1** The Grantee shall submit Reporting Schedules to MannionDaniels in accordance with the performance measurement framework as follows:

Report Name	Opens	Due
Report 1 of 4 - 01 Jul 2024 to 30 Sept 2024	30 Sept 2024	15 Nov 2024
Report 2 of 4 - 01 Oct 2024 to 31 Dec 2024	31 Dec 2024	15 Feb 2025
Report 3 of 4 - 01 Jan 2025 to 31 Mar 2025	31 Mar 2025	15 May 2025
Final Report 4 of 4 - 01 Apr 2025 to 30 Jun 2025	30 Jun 2025	30 Aug 2025

- 7.2** The Reporting Schedule comprises of a narrative technical report and a financial report. Financial and technical reporting templates will be shared with the Grantee at the end of the quarter. Financial reporting will focus on Project expenditure, supporting documentation and justification on under or

overspend. Technical reporting will focus on progress against the agreed results framework and progress against activities.

- 7.3** At the end of the Project, the Grantee shall provide to MannionDaniels a final report ("Final Report") including an assessment of effectiveness against the originally envisaged results in the Project. The Final Report shall include, but not be limited to, an assessment of lessons learned and shall evaluate the prospects for continued sustainable progress. The format for the Final Report shall be in accordance with the format as provided by MannionDaniels. The Final Report shall be submitted to MannionDaniels by the Grantee not more 60 days after the Agreement terminates.
- 7.4** Representatives of MannionDaniels and the Fund management team shall have the right to request from the Grantee all information reasonably available to the Grantee and relevant to the implementation and progress of Project activities, as well as to carry out any inspection during the period covered by this Agreement. Any such inspection will be performed at the Grantees offices during normal business hours, upon giving reasonable notice to the Grantee.
- 7.5** The Grantee shall maintain adequate records to enable expenditure of the Project Funds to be verified by MannionDaniels.
- 7.6** The Grantee is responsible for reporting via the online system Grantelope. MannionDaniels will provide the necessary instructions and guidance to access reporting formats online. Please see this link: <https://www.gavi.org/programmes-impact/types-support/gavi-funding-civil-society-organisations/application-guidance#about> The results framework agreed for this grant is attached as Annex 2. The Grantee will be responsible for reporting against this framework. The framework can be modified during the grant life in consultation with the Grants Manager acting on behalf of MannionDaniels.

8. AUDIT

- 8.1** The Partner will within six months of the end of their financial year provide MannionDaniels with independent assurance that project funds have been used for the intended purposes. This includes for all financial years in which they receive and/or spend funds under this Agreement even where the end of the financial year is beyond the life of this Agreement. The Grantee will provide annual accounts audited by an independent and appropriately qualified auditor where Gavi project funding is clearly segregated from other funds.
- 8.2** The Grantee will ensure that all goods and services financed either fully or in part from Gavi funds will continue to be used for the purpose set out within this Agreement. In the event of such goods or services being used for other purposes, the Grantee must notify the fund manager acting on behalf of Gavi immediately and in writing and MannionDaniels may seek to recover from the Grantee the value of the goods and services concerned.

- 8.3 MannionDaniels reserves the right to carry out an independent audit in respect of the Project at any time up to 5 years after the date of submission of the final financial report. MannionDaniels will use reasonable endeavours to notify the Grantee in writing 15 days prior to the commencement of audit. The Grantee is required to comply with all reasonable requests made in relation to this audit.
- 8.4 MannionDaniels reserves the right of Gavi, or its agents, to carry out an audit and/or investigation, in respect of the Project at any time up to 5 years after the date of submission of the final financial report. Gavi will use reasonable endeavours to notify the Grantee in writing 15 days prior to the commencement of audit and/or investigation. The Grantee is required to comply with all reasonable requests made in relation to this audit and/or investigation.

9. WITHOLDING, SUSPENDING AND REPAYMENT OF PROJECT FUNDS

- 9.1 MannionDaniels' intention is that the Project Funds will be paid to the Grantee in full. However, without prejudice to MannionDaniels' other rights and remedies, MannionDaniels may at its discretion withhold or suspend payment of the Project Funds and/or require repayment of all or part of the Project Funds if (including as a result of an audit and/or investigation conducted by Gavi under Clause 8.4 above):
- 9.2 It is the view of MannionDaniels that the Grantee has used the Project Funds for purposes other than those for which they have been awarded;
- 9.3 The delivery of the Project does not start within [6 months] of the date of this Agreement and the Grantee has failed to provide MannionDaniels with a reasonable explanation for the delay;
- 9.4 MannionDaniels considers that the Grantee has not made satisfactory progress with the delivery of the Project;
- 9.5 The Grantee is, in the reasonable opinion of MannionDaniels, delivering the Project in a negligent manner;
- 9.6 The Grantee obtains duplicate funding from a third party for the Project;
- 9.7 The Grantee obtains funding from a third party which, in the reasonable opinion of MannionDaniels, undertakes activities that are likely to bring the reputation of the Project or MannionDaniels into disrepute;
- 9.8 The Grantee provides MannionDaniels with any materially misleading or inaccurate information;
- 9.9 The Grantee commits or committed a Prohibited Act;
- 9.10 Any member of the governing body, employee or volunteer of the Grantee has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of MannionDaniels, bring or are likely to bring MannionDaniels' name or reputation into disrepute;
- 9.11 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);

9.12 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; or

9.13 The Grantee fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

a) MannionDaniels may retain or set off any sums owed to it by the Grantee which have fallen due and payable against any sums due to the Grantee under this Agreement or any other agreement pursuant to which the Grantee provides goods or services to MannionDaniels.

b) The Grantee shall make any payments due to MannionDaniels without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

c) Should the Grantee be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify MannionDaniels as soon as possible so that, if possible, and without creating any legal obligation, MannionDaniels will have an opportunity to provide assistance in resolving the problem or to take action to protect MannionDaniels and the Project Fund monies.

9.14 In the event of actual or suspected fraud, bribery, corruption, terrorist financing, misuse of funds, illegality or sexual exploitation, abuse and harassment, the Grantee shall immediately inform MannionDaniels. All suspicions will be treated with the utmost confidentiality. Information may be shared with Gavi in accordance with MannionDaniels' reporting obligations.

9.15 MannionDaniels and the Grantee have zero tolerance towards fraud and fraudulent behaviour and shall fully co-operate with investigations into such events, whether led by MannionDaniels, Gavi or the Grantee.

10. DISPUTE RESOLUTION

10.1 In the event of any complaint or dispute (which does not relate to MannionDaniels' right to withhold funds or terminate) arising between the Parties in relation to this Agreement, the matter should first be referred for resolution to the Grants Manager.

10.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Grants Manager or other nominated individual either Party may refer the matter to the Managing Director of MannionDaniels and the [Chair] [Chief Executive] of the Grantee with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Parties.

10.3 In the absence of agreement under clause 10.2, the Parties may seek to resolve the matter through mediation

under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as it agreed by both parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

- 10.4** If, having followed the procedure set out at clause 10.1 and 10.2, the Parties are not able to resolve such complaint or dispute, each Party reserves the right to terminate this Agreement pursuant to clause 18.

11. USE OF SUB-GRANTEES

- 11.1** The Grantee shall be responsible for ensuring that any sub-grantees used in the fulfilment of the Project complies with the terms of this Agreement. The Grantee shall adhere and shall procure that any sub-grantees adhere, to the reporting, accountability and audit obligations as set out in this Agreement. No additional sub-grantees are permitted under the terms of this award without the prior written approval of MannionDaniels.
- 11.2** During a grant - if a Grantee wants to put in place a sub-grantee arrangement which was not identified then the Grantee must seek approval from the Grants Manager prior to setting up the sub-grantee partner arrangement and will be required to revised their budget to accommodate the new sub-grantee.

12. CONFIDENTIALITY

- 12.1** Each Party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 12.3.
- 12.2** Each Party may disclose the other Party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3** No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. HEALTH, SAFETY AND SECURITY

- 13.1** The Grantee is responsible for all security arrangements in relation to this Agreement including the health, safety and security of any person employed or otherwise engaged as part of this Agreement, including those employed or engaged by any sub-grantees.
- 13.2** It shall comply with the requirements of the relevant acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project.

14. CONFLICT OF INTEREST

- 14.1** Neither Party nor any individual employed or contracted by the Party shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.

15. DATA PROTECTION

- 15.1** The Grantee acknowledges that MannionDaniels is subject to the General Data Protection Regulation (GDPR), subordinate legislation and guidance and codes of practice.
- 15.2** The Grantee will assist and co-operate with MannionDaniels to enable MannionDaniels to comply with its information disclosure and data protection obligations.
- 15.3** The Grantee shall take all necessary steps to ensure that it complies with any data confidentiality and data protection requirements under the Grantee's national laws.

16. TRANSPARENCY

- 16.1** MannionDaniels is committed to the transparency agenda promoted by donor governments and will publish data on the development delivery chain to the International Aid Transparency Initiative (IATI) Registry, a publicly visible platform for tracing development activities.
- 16.2** The Grantee accepts that basic data on their Projects funded through the fund manager, such as organisation name, Project title, grant value and country of implementation will be published to the IATI Registry. In cases of sensitive Project matter or geographical scope, Project data will be anonymised to ensure the security and safety of organisations operating in- country if MannionDaniels is informed at the Full Application stage.

- 16.3** MannionDaniels encourages the Grantee to publish their Project data to the IATI standard in order to allow traceability throughout the delivery chain and can provide guidance and support upon request.

17. COMPLIANCE WITH ANTI-TERRORISM LAWS

- 17.1** The Grantee acknowledges that it does not support or promote violence or the destruction of any State, provide resources or support to individuals or organisations associated with terrorist act, activity or related training, or provide sub-grantees to any individuals or organisations that engage in any of these activities.
- 17.2** MannionDaniels expects the Grantee and their partners to make themselves aware of and comply with their obligations under the relevant counter terrorist financing legislation.

18. TERMINATION OF THE AGREEMENT

- 18.1** This Agreement shall remain valid until each Party has completed its obligations under the terms of this Agreement, unless terminated earlier by a three months' written notice by either Party.
- 18.2** In the event of termination by MannionDaniels, the termination shall not apply to Project Funds irrevocably committed in good faith by the Grantee to third parties before the date of the notice of termination, provided that any such commitment was made in accordance with this Agreement.
- 18.3** The Grantee shall give written notice to MannionDaniels if it reasonably considers that the Project will not be fulfilled by the Termination Date, at the time of submitting the penultimate report to MannionDaniels. This should be communicated with a formal email request sent to your dedicated Grants Manager. Upon receipt of such notice and by mutual agreement the parties shall be entitled to a no cost extension to extend this Agreement until completion of the Project. Please note we expect the Grantee to adhere to agreed workplans and budgets as outlined in Annex 2 in order to ensure project outcomes are achieved. A no cost extension should only be requested under exceptional circumstances.
- 18.4** Without affecting any other right or remedy available to it, MannionDaniels may terminate this Agreement with immediate effect by giving written notice to the Grantee if any of the following occur:
- a) the Grantee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986:
<http://www.legislation.gov.uk/ukpga/1986/45/contents>;
 - b) the Grantee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a

company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Grantee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Grantee with one or more other companies or the solvent reconstruction of the Grantee;

d) application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);

e) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

f) person becomes entitled to appoint a receiver over the assets of the Grantee or a receiver is appointed over the assets of the Grantee;

g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Grantees' assets and such attachment or process is not discharged within 14 days;

h) the Grantee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

i) there is a change in identity or character of the Grantee (such assessment to be made at MannionDaniels' sole discretion) or that of sub-grantees including, but not limited to, through take-over, change of ownership, or control of the Grantee (within the meaning of section 1124 of the Corporation Tax Act 2010:

<http://www.legislation.gov.uk/ukpga/2010/4/contents>).

j) If, following an investigation, MannionDaniels considers that there is evidence that fraud or serious mismanagement has occurred.

k) in the event that the Project ceases to be pursued for any reason other than by way of successful completion;

l) an event occurs which materially affects, or has the potential to materially affect, the performance of the Grantee's obligations as part of this Agreement; and

m) an event occurs which damages, or is capable of damaging, the reputation or integrity of MannionDaniels, Gavi, the Vaccine Alliance, or that of the Project to which this Agreement relates.

n) any event occurs, or proceeding is taken, with respect to the Grantee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.4.a to clause 18.4.m (inclusive);

18.5 If the Grantee directly, or through its sub-grantees either repeatedly fails to comply with, or is in material breach of, any of the provisions of this Agreement, MannionDaniels may terminate the Agreement with immediate effect.

18.6 In the event of termination by MannionDaniels pursuant to clause 18.4 or 18.5, the Grantee acknowledges and agrees that no Project Funds shall be awarded to it in respect of the Project or otherwise after the expiry of the Agreement with the exception of any remaining Project Funds that Grantee irrevocably committed in good faith to third parties before the date of such notice of termination ("Third Party Commitments"), provided

always that any Third Party Commitments were made in accordance with this Agreement. MannionDaniels reserves its right to reasonably request copies of supporting documentation in respect of any Third Party Commitments.

- 18.7** MannionDaniels may terminate this Agreement and any Project Funds on giving the Grantee one month's notice should it be required to do so by financial restraints or for any other reason. In the event of termination by MannionDaniels, the termination shall not apply to funds irrevocably committed in good faith by the Grantee to third parties before the date of the notice of termination, provided that the commitments were made in accordance with this Agreement.

19. LIMITATION OF LIABILITY

- 19.1** MannionDaniels accepts no liability for any consequences, whether direct or indirect, that may come about from the Grantee running the Project, the use of the Project Funds or from withdrawal of the Project Funds. The Grantee shall indemnify and hold harmless MannionDaniels, 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 Agreement or its obligations to third parties. Subject to clause 19.1, MannionDaniels' liability under this Agreement is limited to the payment of the Project Funds.

20. WARRANTIES

- 20.1** The Grantee warrants, undertakes and agrees that:
- 20.2** It has all necessary resources and expertise to deliver the Project (assuming due receipt of the Project Funds);
- 20.3** It has not committed, nor shall it commit, any Prohibited Act;
- 20.4** It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify MannionDaniels immediately of any significant departure from such legislation, codes or recommendations;
- 20.5** It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 20.6** All financial and other information concerning the Grantee which has been disclosed to MannionDaniels is to the best of its knowledge and belief, true and accurate;
- 20.7** It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection

with the Project Funds;

- 20.8** It is not aware of anything in its own affairs, which it has not disclosed to MannionDaniels or any of MannionDaniels' advisers, which might reasonably have influenced the decision of MannionDaniels to make the Project Fund on the terms contained in this Agreement; and
- 20.9** Since the date of its last accounts there has been no material change in its financial position or prospects.

21. AMENDMENTS

- 21.1** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties or their authorised representatives.
- 21.2** In the event a no-cost extension is required the Grantee must inform MannionDaniels at the time of submitting the penultimate report. This should be communicated with a formal email request sent to your dedicated Grants Manager. Upon receipt of such notice and by mutual agreement the parties shall be entitled to a no-cost extension to extend this Agreement until completion of the Project. Please note we expect the Grantee to adhere to agreed workplans and budgets as outlined in Annex 2 in order to ensure project outcomes are achieved. A no cost extension should only be requested under exceptional circumstances.
- 21.3** A costed extension may be considered by MannionDaniels under exceptional circumstances based on approval by all parties. A costed extension will only be considered based on past performance of the Grantee and availability of funding.

22. ENTIRE AGREEMENT

- 22.1** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2** Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 22.3** Nothing in this clause shall limit or exclude any liability for fraud.

23. WAIVER

- 23.1** No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other 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.

24. SEVERANCE

- 24.1** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforcement of the rest of this Agreement.
- 24.2** If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 24.3** All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage pre-paid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5:00pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

25. THIRD PARTY RIGHTS

- 25.1** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

26. INTERPRETATION

- 26.1** The following definitions and rules of interpretation apply in this Agreement.

Fund Manager: means MannionDaniels acting on behalf of Gavi, the Vaccine Alliance;

Annexes: Annexes form part of the Full Application for the Project and shall be as set out in clause 2.5. Any reference to Full Application includes the Annexes;

Prohibited Act: any act or omission which contravenes this Agreement;

Project: the Project as set out in the Full Application;

Reporting Schedules: a report containing detailed information in respect of the Project to be submitted to MannionDaniels in accordance with clause 7;

Schedule 1 -Special Conditions (Technical): the special conditions relating to technical activities in respect of being awarded the Project Funds, are set out in Schedule 1 of the Agreement;

Schedule 2 - Special Conditions (Financial): the special conditions relating to financial activities in respect of being awarded the Project Funds, are set out in Schedule 2 of the Agreement;

Schedule 3 - Safeguarding Principles: a set of safeguarding principles we ask all Grantees to comply with by signing the Agreement;

Sub-grantees: means organisations which the Grantee will have delegated responsibility for managing the delivery of certain project activities and spending a portion of the project funds.

On-granting: A funding mechanism where the Grantee acts to disburse funds in the form of grants. This must be agreed with the fund manager in advance.

27. GOVERNING LAW

- 27.1** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

28. SIGNATURE

By signing below, I acknowledge that I have read, understand, and agree to abide by the terms and conditions set forth in the Agreement. This Agreement shall come into force upon signature by the duly authorised representatives of the Parties.

Signed (Mannion Daniels)

Name

For and on behalf of Mannion Daniels Limited

Title

Date

Signed (Grantee)

Name

.....

For and on behalf of XXXXXXX

Title

.....

Date

.....

29. SCHEDULE 1 - SPECIAL CONDITIONS (TECHNICAL)

There are no technical conditions for this Grantee.

30. SCHEDULE 2 - SPECIAL CONDITIONS (FINANCIAL)

31. SCHEDULE 3 – SAFEGUARDING PRINCIPLES

31.1 By signing the above at clause 28 you are agreeing to adhere to the following Safeguarding Principles:

- Everyone in the organisation has responsibility for safeguarding
- Safeguarding and promoting well-being and welfare means protecting the rights of children and adults to live in safety, free from abuse and neglect. We do no harm
- We will take all concerns, and allegations of abuse will be taken seriously and respond to them appropriately
- We have a safeguarding duty of care to beneficiaries, staff and volunteers, including where sub-grantee partners are part of delivery. This includes children and vulnerable adults in the community who are not direct beneficiaries but may be vulnerable to abuse
- We act with integrity, we are transparent and accountable
- All our activity is done in the best interests of the child/vulnerable person - the welfare of children and adults is paramount
- A child is defined as someone under the age of 18 regardless of the age of majority/consent in country
- All children shall be treated equally, irrespective of race, gender, religion/or none, sexual orientation, disability or other feature. Everyone has a right to equal protection from all types of harm or abuse and no person or group of people should be treated less favourably than others in being able to access services which meet their particular needs
- We recognise that some children and adults are additionally vulnerable because of the impact of previous experiences, their level of dependency, communication needs or other issues
- Organisations that work with children and vulnerable adults should apply a safeguarding lens to their promotional communications and fundraising activities
- We are committed to safer recruitment, selection and vetting that includes relevant and proportionate checks of staff at appropriate levels
- We have procedures in place which are open and well publicised ways in which anyone can voice concerns about unacceptable and/or abusive behaviour towards children or adults.