

## **GRANT AGREEMENT**

**THIS AGREEMENT** made effective as of the date referred to below (the "Effective Date")

**BETWEEN:**

NUTRITION INTERNATIONAL (formerly known as the  
Micronutrient Initiative), a corporation under the laws of Canada,  
having its head office at 180 Elgin Street, Suite 1000, Ottawa,  
Ontario, K2P 2K3, Canada  
(herein called the "NI")

- and -

\_\_\_\_\_ (legal corporate name of contracting organization/  
institution) as represented by \_\_\_\_\_ (name of unit,  
department, etc.) having its head office at \_\_\_\_\_]  
(herein called "the Recipient")

Singly or jointly herein called "the Party" or "the Parties".

**WHEREAS** NI wishes to support the Project entitled " \_\_\_\_\_ " as more particularly described in this Agreement, and has agreed to provide Grant Funds to the Recipient for this purpose;

**THEREFORE** in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

### **SECTION 1 - INTERPRETATION**

#### **1.1 Definitions**

The words in this Agreement that are capitalized have the following meanings:

- a) "Agreement" means this grant agreement including all attachments and schedules referred to herein;
- b) "Completion Date" means the last day of the Term described in Section 2.1;
- c) "Effective Date" means the date on which the Recipient signs this Agreement;
- d) "Grant Funds" means the funds provided by NI pursuant to Section 3 of this Agreement.
- e) "Project" means the activity described in Attachment A.
- f) "Conflict of Interest" includes any circumstances where (a) the Recipient or (b) any person who has the capacity to affect the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with unbiased and impartial judgment relating to the Project and the use of the Grant Funds
- g) "Intellectual Property" includes, without limitation, any right, or associated right to all copyrights, trade-marks, services marks, database rights, design rights, trade secrets, and patents.
- h) "Force Majeure" includes without limitation decrees of Government, acts of God, strikes or other concerted acts of workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents.

## 1.2 Attachments

The following Attachments referred to in, and appended to this Agreement, form a part of this Agreement.

Attachment A – Project Description

Attachment B – Budget

Attachment C – Schedule of Project Milestones and Payments

Attachment D – Bank Information Form

Attachment E – Financial Report Template

Attachment F – Technical Report Template

## 1.3 Working Currency of the Grant and Canadian Dollar Liability

The working currency of the Grant is \_\_\_\_\_ (name currency). Notwithstanding the working currency of the Grant, NI limits its Canadian dollar liability with respect to this Agreement to CA\$ \_\_\_\_\_.

## **SECTION 2 - TERM OF AGREEMENT**

The term of this Agreement will start on the Effective Date and will continue in effect for a period of \_\_\_\_\_ months, unless terminated earlier in accordance with this Agreement. The Parties may, by written agreement, extend the term of the Agreement.

## **SECTION 3 - GRANT**

### 3.1 Grant

In consideration of the Project described in Attachment A, and subject to the terms and conditions of this Agreement, NI will pay the Recipient up to \_\_\_\_\_ which shall be used exclusively for and in accordance with the Project Budget in Attachment B. The Parties agree that the amount of the Grant Funds may be reduced in the event that the Recipient carries out the Project for less than the budgeted amount. The NI shall not be responsible for any expenses incurred by the Recipient in carrying out the Project which are not specifically listed in the Project Budget in Attachment B. The Recipient must obtain prior written approval from NI to exceed the amount of any budget line item/head in Attachment B by more than 10 (ten) percent. Furthermore, NI shall not be responsible for differences caused by exchange rate fluctuations or bank charges. The maximum amount payable by NI under this agreement shall not exceed \_\_\_\_\_ (amount in working currency).

### 3.2 Financial and Technical Reporting

The Recipient will provide financial and technical reports to NI in accordance with the schedule in Attachment C in such form and with such detail as may be required by NI. Within 20 calendar days of receipt of a report, NI shall notify the Recipient in writing of any errors, omissions or clarification required in any report, and the Recipient shall remedy such errors or omissions or provide such clarification with 10 days of receiving such notification from NI. NI may withhold any further grant payments until it is satisfied with the content of the report submitted by the Recipient. Technical reports must conform to the detailed template in Attachment F.

### 3.3 Financial Reports

Financial reports should show a clear accounting period for actual expenditures against the approved budget as well as the variance between budget and actual expenditure and be set out using the Financial Report Template appended in Attachment E. Variances exceeding ten

percent of the budget line approved amount (over or under) must be followed up with a written explanation. Also, if applicable, projections (expenditure forecast) for the future accounting period must be provided. The financial report must be signed by the Recipient's representative and authorized financial officer. The final financial report must cover all funds expended on the Project, in the same form and including the details of the Project Budget in Attachment B.

**3.4 Payment by Nutrition International**

NI shall pay the Grant Funds to the Recipient in accordance with the Schedule of Project Milestones in Attachment C. Payment of the Grant Funds to the Recipient is conditional upon such funds being made available to NI by its third party funder and upon compliance by the Recipient with the terms and conditions of this Agreement. The amount of the final payment by NI to the Recipient shall be adjusted to take into account the Recipient's actual expenses incurred in carrying out the Project up to the maximum amount payable under this Agreement specified in Section 3.1.

**3.5 Banking Information**

The Recipient will complete the Bank Information Form in Attachment D and return it with the signed copy of this Agreement. This will facilitate electronic payment to the Recipient's account.

**3.6 Interest Earnings**

Any interest earned while Grant Funds are in deposit at the Recipient's bank, whether in a separate Project account or in a general account, shall be fully credited by the Recipient to the Project and reported as earnings on Project financial reports. Such Project earnings shall be applied to the Project. Where they are not applied to the Project, the Grant Funds will be reduced by an amount equivalent to the earnings.

**3.7 Return of Grant Funds**

Within 60 (sixty) calendar days after the Completion Date, the Recipient shall return to NI any Grant Funds not used for the Project.

**SECTION 4 – REPRESENTATIVES AND NOTICES**

Any notice or request required under the Agreement shall be effective when delivered by hand, mail, email or facsimile to the attention of the designated representatives of the Parties identified below. The Parties shall notify one another of any change in their representatives.

**For NI:**

**For the Recipient:**

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**SECTION 5 – REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants that it:

- (a) has the legal status, capacity and authority to enter into this Agreement and that is it unaware of any facts which would prevent it from performing its obligations under this Agreement;
- (b) will perform all services under this Agreement in a competent manner that meets or exceeds the standards for such work as are generally accepted in the profession.

## **SECTION 6 – CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

### **6.1 Confidential Information**

The Recipient will keep confidential any and all information, trade secrets, data or material belonging to NI which the Recipient acquires from NI as a result of this Agreement and will not disclose the same to others without the prior written approval of NI. The Recipient will not use any information or data acquired from NI as a result of this Agreement for any other purpose than to carry out the Agreement.

### **6.2 Maintenance of Confidential Information**

The Recipient shall use its best efforts to preserve the confidentiality of the Confidential Information (using the same or similar precautions as it would as if the Confidential Information were the Recipient's own, and in any event, not less than reasonable care). The Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

### **6.3 Limitations of Confidentiality**

The obligations of confidentiality assumed by the Recipient here do not apply to any information: (i) that was known by the Recipient before disclosure by NI as evidenced by prior written records; (ii) which becomes part of the public domain through no fault of the Recipient; (iii) which was obtained by the Recipient from a third Party under no obligation to NI not to disclose the information, (iv) which is developed by the Recipient independently of disclosures made hereunder as shown by written documentation, or (v) which is required to be disclosed by law, court order or audit standards. The confidentiality provisions in this section shall survive the termination of this Agreement for a period of 5 years.

### **6.4 Intellectual Property**

The disclosure of Confidential Information in 6.1 shall in no way be considered as a license or conveyance of any intellectual property rights. The Confidential Information, including any documents, drawings, sketches, designs, materials or samples provided by NI, shall remain the property of NI and no rights are granted to the Recipient except the right to use the Confidential Information as set forth above.

### **6.5 Third Party Copyright in Training Materials**

One copy of any training materials, manuals, curricula and other materials compiled or prepared for Project training purposes shall always be sent to NI shall be entitled to use such material for any purposes related to its operations. In cases where the copyright of material rests elsewhere, the Recipient shall be responsible for securing the approval of the holder of the copyright for use of this material.

### **6.6 Patentable Information**

When it is considered likely that new and patentable information may be created during the Project, this Grant will be subject to the condition that the Recipient will sign a Memorandum of Understanding on patent rights to be attached to, and to form part of, the present Grant Agreement.

### 6.7 Corporate Identities

Neither party obtains by this Agreement any right, title, or interest in, nor any right to reproduce nor to use for any purpose, the corporate identities (name, trade names, trade or service marks, logos) of the other party, and neither party shall include the name of the other party in any advertising, marketing promotion, or publication without the prior written approval of the other.

## **SECTION 7 -TERMINATION**

### 7.1 Termination at End of Term

In the event that the Parties do not extend the term as provided for in Section 2.1, this Agreement shall terminate and be of no further force or effect at the end of the term.

### 7.2 Termination for Cause

If the Recipient fails to perform or fulfill any material obligation or condition required to be performed or fulfilled pursuant to this Agreement (including, without limitation, the failure to submit a deliverable by the date specified in Attachment C), and if the Recipient fails to remedy any such default or to provide a plan satisfactory to NI to remedy such default within five (5) days after written notice thereof from NI specifying the nature of the fault, NI shall have the right at the end of the said five (5) day period to terminate this Agreement immediately. In the event of any such termination, the Recipient shall return any unspent and unaccounted funds paid to it by NI within thirty (30) days following the effective date of termination of the Agreement.

### 7.3 Termination without Cause

Either NI or the Recipient may, by giving 60 (sixty) days' notice in writing, amicably terminate this Agreement. In the event of any such termination, the Recipient shall return any unspent and unaccounted funds paid to it by NI within 30 (thirty) days following the effective date of such termination of the Agreement.

## **SECTION 8 - LIMITATION OF LIABILITY AND INDEMNITY**

### 8.1. Exclusion and Limitation of Liability

The Recipient agrees that, to the maximum extent permitted by applicable law, NI shall have no liability for any indirect, incidental, exemplary, special or punitive damages arising out of or related to this agreement (including with respect to any accident to any person causing personal injury or death or any loss or damage to any person or property arising out of the Recipient's work under this agreement), even if the Recipient or any other injured party has been advised or is aware of the possibility of such damages, and regardless of whether arising in tort (including negligence), contract, or other legal theory. For greater certainty, the parties agree that the Recipient is responsible for any third party liability that might arise due to the Recipient's work, acts, or omissions that are in any way related to this agreement. In any event, and notwithstanding the working currency of the grant set out in section 1.3, the aggregate liability of NI under this agreement for any reason and for any cause of action shall be limited to CAD 10,000.

### 8.2 Indemnification

The Recipient shall indemnify NI against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by NI or which it may sustain, pay or incur as a result of or in connection with the performance, purported performance or non-performance of this Agreement by the Recipient but excluding any such actions, proceedings, claims, demands, loss, costs, damages and expenses to the extent that

they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of NI, its servants, agents, or employees.

## **SECTION 9 - INSPECTION AND AUDIT OF BOOKS AND RECORDS**

### **9.1 Retention of Project Records**

The Recipient shall keep accurate and systematic accounts, files and records ("the Records"). The Recipient shall keep the Records throughout the duration of this agreement and for seven years following its termination.

### **9.2 Financial Procedures**

The Recipient shall be responsible for ensuring that its financial and administrative procedures with respect to the Project are satisfactory and will, at the request of NI, periodically review such procedures and the progress of the Project with the representatives of NI.

### **9.3 Nutrition International Right to Audit**

NI may, at its cost, inspect and audit the Recipient's work in furtherance of the Project and other matters relating to the Recipient's obligations under this Agreement for the purpose of determining compliance with the terms of this Agreement. The Recipient will make available for inspection by NI's auditor, those of its documents and records which contain information regarding the Recipient's performance of its obligations under this Agreement. NI shall provide reasonable notice of an audit to the Recipient and conduct the audit during regular business hours.

## **SECTION 10 – PUBLICATION OF PROJECT RESULTS**

### **10.1 The Recipient's Publication Rights**

The Recipient shall have the right to disseminate and/or publish the results of the Project, or any other information prepared or produced as a result of this Agreement, provided that NI shall be given the opportunity to review the materials prior to finalization of any such document. Furthermore, the Recipient will recognize the support of NI and the Canadian government by including the following acknowledgement in all publications, and any form of material related to the Project *"This work was carried out with the aid of a grant from Nutrition International, Ottawa, Canada through the financial assistance of the Government of Canada through the Global Affairs Canada and other generous donors"*.

### **10.2 Third Party Copyright**

The Recipient shall obtain the assurances of any third party to allow the Recipient to include such third party's material in any publication of any kind relating to the Project either by the Recipient or by NI, and shall comply with the requirements of such third party in giving any assurances, such as acknowledging that the material is reproduced in the Project publication with the third party's consent.

### **10.3 Copies of Publications**

The Recipient shall provide NI with five copies of any publication it has made of the results of the Project or of any other information prepared or produced as a result of this Agreement, and two copies of any audio or visual material. In addition, when possible, an electronic version, specifying the software and, where applicable hardware used, will be provided to NI

#### 10.4 Use of Nutrition International's logo

Where the Recipient wishes to affix NI's (or GAC's) corporate identity (logo) on publications, banners or any other form of material or products relating to the Project, the Recipient should contact NI representative to obtain: a) approval for each use of the logo and, b) an authorized version of these logos.

#### 10.5 Website References and Links

Any reference to the Project supported by the Grant Funds on the Recipient's website will mention NI's support. The Recipient shall also establish a link to NI's website.

#### 10.6 Nutrition International's Publication Rights

If NI determines that the results of the Project or any other information prepared or produced as a result of this Agreement would be of benefit to others, it shall have the right to publish and distribute, or authorize a third party to publish and distribute, the Project results or information, including but not limited to writings, films and tapes. NI shall discuss any intended publication with the Recipient. NI may also digitize such works and make them available on its web site. NI shall ensure that any digitized material is professionally indexed, with full attribution to the authors.

#### 10.7 Joint Publication

Where NI and the Recipient decide to jointly publish the findings resulting from and specific to the work completed under this Agreement, guidelines for authorship of major international, peer-reviewed journals will be used to establish authorship. The Parties shall ensure that collaborating institutions providing significant direct or indirect resources for any of the work undertaken are acknowledged in any resulting publication.

### **SECTION 11 – PRUDENT USE OF PROJECT FUNDS**

#### 11.1 Procurement

The Recipient shall ensure that any procurement of Project goods and equipment purchased with the Grant Funds is conducted on a competitive basis. During the course of the Project, no goods or equipment purchased with the Grant Funds shall be sold, or otherwise disposed of, without the prior approval of NI.

#### 11.2 Project Goods and Equipment

Unless otherwise stated in this Agreement, or in a writing signed by the Parties, all goods or equipment purchased with the Grant Funds shall be regarded, at the time of delivery, as the property of the Recipient to be used exclusively for the purposes of the Project. The Recipient shall maintain proper inventory control of the goods or equipment purchased with the Grant Funds. If it is the Recipient's practice to insure its own goods and equipment, the Recipient shall arrange to insure any goods or equipment purchased with the Grant Funds at the Recipient's own cost. Should the Recipient not insure the Project goods or equipment, the Grant Funds shall not be used to replace any lost, stolen or damaged goods or equipment purchased with the Grant Funds.

### 11.3 Project Travel

Any air tickets purchased with Grant Funds should be for the most direct and economical routing.

## **SECTION 12 –SAFEGUARDING, SOCIAL RESPONSIBILITY AND HUMAN RIGHTS**

### 12.1 Responsibilities of the Recipient and the Recipients' Downstream Partners

Safeguarding, social responsibility and respect for human rights are central to NI's expectations of the Recipient and the Recipients' downstream partners supporting this grant agreement. It is the responsibility of the recipient to ensure that its downstream partners comply with Section 12 in its entirety. The Recipient must ensure that robust procedures are adopted and maintained to eliminate the risk of poor human rights practices within their delivery chain environments. These practices include: sexual exploitation, abuse and harassment; all forms of child abuse; inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture of disability.

The Recipient and their downstream partners supporting any NI activities must place an emphasis on the control of these and further unethical and illegal employment practices, such as modern-day slavery, forced and child labour and other forms of exploitative and unethical treatment of workers and aid recipients.

### 12.2 Child Protection

The Recipient fully acknowledges the duty of care to protect and promote the welfare of children and young people. The Recipient will be committed to ensuring child protection practice reflects statutory, legal, legislative responsibilities, as well as current guidance and advice, and complies with the Recipient's child protection policy. Should the Recipient not have a child protection policy, then [NI's Child Protection Policy](#) shall be the guiding document, taking into consideration best practices and any specific local requirements. The Recipient will promptly notify NI of any changes to any specific statutory, legal, legislative child protection responsibilities or organizational child protection policy changes.

### 12.3 Anti-Terrorism

- a) The Recipient hereby certifies that consistent with Local and International, including Canadian and United Nations Security Council resolutions, both NI and the Recipient are fully committed to the international fight against terrorism and that the Recipient does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any terrorist activity.
- b) The Recipient will seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time.

**Government of Canada – Office of the Superintendent of Financial**

**Institutions:** <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>

**Government of Canada – Public Safety Canada:**

<https://www.publicsafety.gc.ca/cnt/ntnl-scri/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-en.aspx>

**United Nations:** <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>



- c) The Recipient shall immediately notify NI in writing if it becomes aware of any breach of Clause 12.3, or has reason to believe that it has or any of the Recipients Personnel, servants, agents or sub-contractors, or any person acting on their behalf have:
  - (i) been subject to an investigation or prosecution which relates to an alleged infringement of Clauses 12.3;
  - ii) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in programs or contracts.
- d) In the event of material breach of this clause, NI will reserve the right to terminate this Agreement in accordance with clause 7.2 – Termination for Cause, suspend funding to Recipient or sanction the Recipient and any of its related or affiliate parties from any future NI funding or take any other corrective action as necessary, including reimbursement of funds utilized in contravention of this section of the Agreement.
- e) The Recipient shall include a corresponding provision related to Anti-Terrorism in any sub-contract or sub-agreement that the Recipient enters into for the purposes of this Agreement.

#### 12.4 Anti-Fraud and Corruption

- a) Nutrition International has zero tolerance for fraud and corruption and expects the Recipient to share NI's values of integrity and transparency as a trusted partner. The Recipient therefore commits to preventing and detecting corruption and bribery in accordance with Nutrition International's Anti-Fraud and Corruption Policy.
- b) The Recipient, through its employees, agents, representatives or subcontractors, will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations.

**Information with respect to any actual or suspicious corrupt or fraudulent practice in relation to this Agreement can be forwarded at [confidential@nutritionintl.org](mailto:confidential@nutritionintl.org)**

- c) In the event of actual or suspected fraud and corruption, the Recipient will notify NI within five (5) business days of such occurrence and any remedial actions or steps taken.
- d) The Recipient will fully co-operate with any investigation into events covered under this section, whether led by NI or their authorized agents in accordance with Section 9 – Inspection and Audit of Books and Records.
- e) The Recipient will use its best endeavors to ensure that any employee, agent, representative or other entity it is responsible for will comply with this section.

- f) Any actual or proven amounts of fraud and corruption will be considered an ineligible expenditure under this Agreement. The Recipient is required to reimburse NI any amount misappropriated through Fraudulent and Corrupt Activities.
- g) In the event of an actual or suspected fraudulent or corrupt practices, NI will reserve the right to terminate this Agreement in accordance with clause 7.2 – Termination for Cause, suspend funding to the Recipient or sanction the Recipient and any of its related or affiliate parties from any future NI funding or take any other corrective action as necessary.
- h) The Recipient shall include a corresponding provision related to Anti-Fraud and Corruption in any sub-contract or sub-agreement that the Recipient enters into for the purposes of this Agreement.

#### 12.5 Gender Equality

The Recipient acknowledges that it has a Gender Equality Policy which aims to promote gender equality in all its operations to prevent gender discrimination. Should the Recipient not have a Gender Equality Policy, then [NI's Gender Equality Policy](#) shall be the guiding document. The Recipient will promptly notify NI of any changes to any specific statutory, legal, legislative responsibilities in relation to gender equality or organizational Gender Equality Policy changes.

#### 12.6 Whistleblower Protection

The Recipient will ensure that it has a Whistleblower Protection Policy in place that supports its employees, whereby acting in good faith and on the basis of reasonable belief, if employees becomes aware of actual, suspected or intended misconduct, unlawful activity, suspicious financial management, or other accountability concerns, are given the opportunity to report such misconduct or incidents without reprisal to their senior management. Should the Recipient not have a Whistleblower Protection Policy, then [NI's Whistleblower Protection Policy](#) shall be the guiding document.

#### 12.7 Sexual Harassment

The Recipient acknowledges that it has a Sexual Harassment Policy which provides and maintains a work environment in which all employees are free from sexual harassment. Furthermore, the Recipient is committed to creating a healthy and safe work environment that enables its employees to work free from unwelcome, offensive and discriminatory behaviour. Sexual harassment at the workplace is a form of discrimination. Protection against sexual harassment and right to work with dignity are universally recognized human rights by international conventions and instruments. The Recipient will ensure that its rules and procedures for the prevention, prohibition and punishment of sexual harassment of women at the workplace are strictly enforced. Should the Recipient not have a Sexual Harassment Policy, then [NI's Sexual Harassment Policy](#) shall be the guiding document.

#### 12.8 Sexual Exploitation

The Recipient acknowledges that it has a Sexual Exploitation Policy, and any such policy will ensure that any person working for, or representing, the Recipient must respect the rights and dignity of the individuals and communities in which the Recipient serves. In upholding these rights, the Recipient will promote an environment free of sexual exploitation and sexual abuse. Sexual exploitation includes, but is not limited to:

- a) Any act or type of harassment that could cause physical, sexual or psychological harm or suffering to individuals, especially women and children.
- b) Any act or behaviour that exploits the vulnerability of beneficiaries or that allows them to be put in compromising situations.
- c) Engaging in sexual activity with persons under the age of 18.
- d) Engaging in sexual exploitation or abuse of beneficiaries under any circumstances.
- e) Any act or behaviour that seeks sexual acts or favours in exchange for access to participate in – or to receive benefit from – any Nutrition International program or activity.

The Recipient will use its best endeavors to ensure that any employee, agent, representative or other entity it is responsible for will comply with this paragraph. The Recipient will promptly notify NI of any suspected or detected exploitation or abuse and the actions taken by the Recipient in response. Should the Recipient not have a Sexual Exploitation Policy, then [NI's Sexual Exploitation Policy](#) shall be the guiding document.

### **SECTION 13 – BRAND VISIBILITY**

At no additional cost to Nutrition International, the Recipient agrees to take specific measures to ensure the visibility of Nutrition International's funding in all communications activities related to the activity, project, program or social marketing campaign being funded. This will include, inter alia, the compulsory use of Nutrition International logo on all relevant print and electronic communications materials, as well as on product packaging for various commodities provided and paid by Nutrition International. It also includes the explicit and direct acknowledgement of Nutrition International funding at public facing activities.

The complete Brand Visibility Guidelines are available at:

[https://www.nutritionintl.org/content/user\\_files/2018/12/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf](https://www.nutritionintl.org/content/user_files/2018/12/Nutrition-International-Brand-Visibility-Guidelines-for-Grantees.pdf)

### **SECTION 14 – GENERAL TERMS**

#### **14.1 Independence of Parties**

There is no relationship of joint venture, partnership or agency between the Parties. Neither Party will have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of, the other Party. The Grant Funds shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between NI and the Recipient or any other person involved in the Project.

#### **14.2 Assignment or Subcontracting**

Neither this Agreement nor any or all rights, duties or obligations under this Agreement may be assigned, charged, subcontracted or delegated by the Recipient without the prior consent in writing of NI.

#### **14.3 Conflict of Interest**

The Recipient shall carry out the Project and use the Grant Funds without an actual, potential or perceived conflict of interest. The Recipient shall immediately disclose to NI any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest.

#### 14.4 Force Majeure

If the performance of this Agreement, in the reasonable opinion of either Party, is made impossible by force majeure, then either Party shall so notify the other in writing and NI shall either (a) terminate the Agreement, or (b) authorize the Recipient to complete the Project with such adjustments as are required by the existence of the force majeure and are agreed upon by the Parties.

#### 14.5 Compliance with Laws

In carrying out this Project, the Parties shall be responsible for complying with all applicable laws and regulations of the locations/countries in which the work will be carried out and to which Project personnel may have to travel to as part of the Project.

#### 14.6 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the law of the Province of Ontario and the laws of Canada applicable in that Province, without regard to conflict of law principles.

#### 14.7 Submission to Jurisdiction

Any claim under this Agreement shall be filed and tried within the jurisdiction of the courts of the Province of Ontario. [Without prejudice to the ability of any Party to enforce this Agreement in any other proper jurisdiction, each of the Parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity, arising from this Agreement. To the extent permitted by Applicable Law, each of the Parties:

- (a) irrevocably waives any objection, including any claim of inconvenient forum, that it may now or in the future have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of that Province, or that the subject matter of this Agreement may not be enforced in those courts;
- (b) irrevocably agrees not to seek, and waives any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 14.7, of the substantive merits of any suit, action or proceeding; and
- (c) to the extent a Party has or may acquire any immunity from the jurisdiction of any court or from any legal process, whether through service or notice, attachment before judgment, attachment in aid of execution, execution or otherwise, with respect to itself or its property, that Party irrevocably waives that immunity in respect of its obligations under this Agreement.

#### 14.8 Dispute Resolution

If there is a dispute between NI and the Recipient regarding any matter, prior to the initiation of any formal proceedings, the Parties shall first attempt to resolve any dispute or controversy informally. If the dispute cannot be resolved informally, the matter shall be referred to arbitration by a single arbitrator in Ontario pursuant to the International Commercial Arbitration Act, 2017 (Ontario) whose decision shall be final and binding on the Parties.

#### 14.9 Transmission by Facsimile or Other Electronic Means

Delivery of this agreement by facsimile or electronic transmission constitutes valid and effective delivery.

#### 14.10 Survival

The following provisions survive the termination or expiry of this agreement and continue in full force and effect for an additional two (2) years: Section 6 - Confidential Information and Intellectual Property, Section 8 - Limitation of Liability, Section 9 - Inspection and Audit of Books and Records, Section 14.6 - Governing Law, and Section 14.8 - Dispute Resolution.

#### 14.11 Entire Agreement and Amendments

This Agreement constitutes the entire agreement between NI and the Recipient with respect to the subject matter contained herein and supersedes all prior oral and written communications not specifically referred to herein. This Agreement may be amended or modified only by means of a written agreement executed by authorized signatories of the Parties.

#### 14.12 Execution

This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (“.pdf”), shall be equally effective as delivery of a manually executed counterpart thereof.

The undersigned agree to all the terms and conditions herein. Please sign the electronic copy of this Agreement.

**THE FIRM**

Signature	<b>{{</b> Sig_es_:signer2:signature <b>}}</b>
Name	{{N_es_:signer2:fullname}}
Title	{{Ttl_es_:signer2:title}}
Date	{{Dte_es_:signer2:date}}

**NUTRITION INTERNATIONAL**

Signature	<b>{{</b> Sig_es_:signer1:signature <b>}}</b>
Name	{{N_es_:signer2:fullname}}
Title	{{Ttl_es_:signer2:title}}
Date	{{Dte_es_:signer2:date}}