



PROJECT FUNDING AGREEMENT

Project Number: 20-HC-XXXXX
Project
Date:

BETWEEN

THE MIDDLE EAST DESALINATION RESEARCH CENTER

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and

Name & Address of Grant Recipient

(updated: Aug 18, 2020)

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THIS PROJECT FUNDING AGREEMENT is made on the [Date] between THE **MIDDLE EAST DESALINATION RESEARCH CENTER**, an international water research organization having its principal place of operations located at Building 3200 Al Dama Street, Al Hail North Corniche, P.O. Box 21, PC 133 Al Khuwair, in the Sultanate of Oman, of the one part and the Person named as the “Grant Recipient” in Schedule One of the other parts.

WHEREAS:

- A.** The Center is a non-profit making international organization created with the aims of conducting, facilitating, promoting, coordinating and supporting basic and applied research into water desalination and related studies.
- B.** The Center has issued a Funding Opportunity Announcement (FOA) for projects in furtherance of the Center’s primary goal with a view to providing up to 50% of the finance necessary to complete those projects that the Center selects in accordance with the criteria contained in the FOA.
- C.** The Grant Recipient has submitted a proposal that meets the criteria contained in the FOA and which the Center considers is worthy of its support in accordance with the terms of this Agreement.

THE CENTER AND THE GRANT RECIPIENT HAVE AGREED AS FOLLOWS:

1. Definitions and Interpretations

- 1.1. For the purposes of the Grant, unless the context shall require otherwise, the following words and phrases shall have the meanings attributed to them in this Clause.

“Budget” shall mean the budget contained in Schedule Three as the same may be adjusted in accordance with the Grant;

“Business Confidential Information” shall have the meaning set out in Clause 10.0;

“Cash Flow Projection” shall mean the cash flow projection contained in Schedule Three as the same may be adjusted in accordance with the Grant;

“Center” shall mean the Middle East Desalination Research Center, its officers, directors, employees, volunteers, affiliates, agents and related entities and the Center’s lawful successors and assigns;

“Center’s Intellectual Property” shall mean any and all Intellectual Property owned by the Center prior to the or acquired by the Center subsequent to the date of the;

“Center Member” shall mean those Persons who are signatories to the agreement dated 22 December 1996 establishing the Center and such other Persons who may subsequently become members of the Center;

“Commodity” means any material, article, supply, goods, or equipment;

“Completion Certificate” shall mean the certificate issued by the Center in accordance with Clause 9.;

“Foreign Taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes;

“Grant” shall mean those documents listed in Clause 2. and any amendments thereto which may be agreed between the Parties in accordance with this Agreement;

“Grant Programme” shall mean the programme set out in Schedule Four as the same may be adjusted in accordance with the Grant;

“Grant Recipient” shall mean the Person or Persons named as such in Schedule One (including all Participating Partners) or such other Person or Persons as the Center may accept in substitution in accordance with the Grant, and their lawful successors and assigns;

“Grant Recipient’s Intellectual Property” shall mean any and all Intellectual Property owned by the Recipient prior to the Grant or acquired by the Grant Recipient subsequent to the Date of the Grant;

“Date of the Grant” shall mean the date first appearing in this Agreement;

“Effective Date” means the date on which all the preconditions in Clause 25.0 have been fulfilled to the satisfaction of the Center;

“Executive Summary” shall mean the short form of the Final Project Report, presented as part of the Final Project Report;

“Final Project Report” shall mean the complete and last official report of the Grant Recipient’s research, which the Center may wish to publish, as described in the Microsoft Word MEDRC Final Report Template available at: <https://medrc.org/wp-content/uploads/2019/07/MEDRC-Final-Report-Template.pdf>

“Force Majeure” shall mean any act, circumstances, or event beyond the reasonable control of either of the Parties seeking to be excused from performance of the Grant in accordance with Sub Clause 17.2, including but not limited to earthquakes, hurricanes, fires, storms, tidal waves, or other acts of God, whether similar or dissimilar; riots, strikes, lockouts, picketing, boycott, insurrections, rebellions, financial crises, civil disturbances and dispositions or orders of governmental authority, whether such authority be actual or assumed;

“Funding Opportunity Announcement” (FOA) shall mean the Center’s request for proposals described in Schedule One;

“In-kind contributions” can include labor, materials, hiring or renting of facilities or equipment, or other similar services contributed at their realistic and fair market value;

“Intellectual Property” shall mean all Inventions, innovations, creations, works, reports, figures, tables, processes, designs, methods, formulae, drawings, plans, technical data, specifications, logos, computer programs, computer chips and circuits, whether or not protectable through patent, copyright, trademark or mask work and whether produced in any medium now known or hereafter produced or developed;

“Intellectual Property Rights” shall mean the rights in patents, trademarks, service-marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property (in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof and applications for registration of or otherwise in connection with the foregoing), know-how, Inventions, formulae, confidential or secret processes and information (but excluding commonly known processes), computer programs and software, plans, drawings, specifications or devices or commercial monopoly rights of whatever nature, and any licenses and permissions in connection therewith (whether such rights exist at the Date of the Grant or are created thereafter);

“International Law” shall mean the general principles of law applicable to international organizations and such general principles of the law governing contractual relations, including relevant trade usages, as have been applied by national and international tribunals;

“Invention” shall mean something (including a product or process) not previously known or

existing which is brought into existence by the process of independent investigation and/or experiment and which is patentable or potentially patentable under the laws of any country. Included in this definition shall be any addition to or modification of a previous Invention where the addition or modification is intended or claimed to increase the utility or value of the previous Invention; provided always that such addition or modification is:

- a. not previously known or existing; and
- b. brought into existence by the process of independent investigation and/or experiment; and
- c. patentable or potentially patentable in any country;

“Jointly Owned Intellectual Property” means Intellectual Property owned jointly by the Center and the Grant Recipient pursuant to Clause 13.;

“Key Personnel” shall mean those individuals listed in Schedule One or any individual appointed as a replacement or in addition from time to time in accordance with the Grant;

“Participating Partner” shall mean, where the Grant Recipient consists of more than one Person, each Person constituting the Grant Recipient as listed in Schedule One and their replacements in accordance with the Grant, but such term shall not include any Sub Recipient;

“Periodic Reports” shall mean the reports described in the Funding Opportunity Announcement Section F.1. Reporting Requirements, that forms part of this Agreement; which are submitted throughout the Project and at the end of the Project by the Grant Recipient to the Center in accordance with the Grant Programme and shall include quarterly technical project reports, a final technical project report, a final financial report, and a final administrative performance report;

“Principal Investigator” shall mean the individual described as such in Schedule One or such other individual whom the Center may from time to time accept in substitution in accordance with the Grant, who shall have primary responsibility for ensuring that all terms and conditions of the Grant are met and to whom Notice of insufficiencies shall be given by the Center;

“Project” shall mean the project described in the final version of the application package described in the Funding Opportunity Announcement Section D.1. Content and Form of Application Submission;

“Project Advisory Committee” or “PAC” shall mean the group of volunteers gathered by the Center to provide technical review, advice, assistance and/or expertise to the Center;

“Project Manager” shall mean the individual named as such in Schedule One who shall have the responsibility for reviewing all actions taken by the Grant Recipient and having authority to communicate all Center decisions concerning the process, procedure, programming requirements, funding requirements, and outcome of the Project. The Center reserves the right to substitute or replace the said individual from time to time in accordance with the Grant;

“Scope of Work” shall mean the full scope of work incorporated within the final version of the application package and summary in Schedule Two;

“Sub Recipient” shall mean any of the Persons named as such in Schedule Five and any Person appointed as a replacement or in addition in accordance with the Grant with whom the Grant Recipient shall separately grant to complete one or more specific tasks required by the Project;

“TCP” or “Total Cost of the Project” shall mean the total cost of the Project shown in Schedule Three; and

“USD\$” shall mean a United States dollar.

1.2. Headings in the Grant are for convenience only and shall not be relied upon in interpreting the Grant.

1.3. In the Grant, unless the context otherwise requires it:

- a. references to the singular shall include the plural and vice-versa;
- b. references to the male gender shall include the female and neuter and vice-versa;
- c. references to Clauses, Sub Clauses, Paragraphs, Sub Paragraphs and Schedules are references to Clauses, Sub Clauses, Paragraphs, Sub Paragraphs and Schedules in the Grant;
- d. references to Parties shall mean the Center and the Grant Recipient;
- e. references to Persons includes natural and juridical persons;
- f. references to Notices, Notifications, Notify, Notified, Approve, Approved and Approvals shall mean notices, notifications, notified, approve, approved and approvals in writing; and
- g. references to years and months shall be to such periods of time with reference to the Gregorian calendar.

2. The Grant

2.1. The following documents shall form the Grant:

- a. This Agreement
- b. Final Project Application [**and Date of final proposal**]
- c. The Schedules
- d. The Funding Opportunity Announcement
- e. MEDRC Final Report Template

2.2. In the event of any conflict or ambiguity between any of the documents forming the Grant, then each document will be given precedence over the other documents in accordance with the order in which they are listed in the immediately preceding Sub Clause.

2.3. If any ambiguity or conflict between the documents forming the Grant still exists, or there is ambiguity or conflict within one document or between documents of equal precedence, then such ambiguity or conflict shall be resolved by the Project Manager, who shall Notify the Principal Investigator in writing of his decision. Such decision shall be final and binding on both Parties.

2.4. All Notices, written communications and reports provided for in or arising out of the Grant shall be in English. Where any source material or other document in an original language other than English is to be incorporated into such a Notice, written communication or report, the Party producing the same shall be responsible for producing an accurate translation into English.

2.5. All monetary transactions arising from the Grant shall be in United States Dollars (“USD\$”). Monetary values appearing in budgets, reports, accounts and financial records arising in connection with the Grant shall be expressed in United States Dollars (“USD\$”).

3. Replacement and Removal of and Additions to the Grant Recipient’s Personnel and Sub Grantees

- 3.1. Neither the Principal Investigator, nor any Participating Partner, nor any of the Key Personnel, nor any Sub Grantee shall be replaced in regard to the project save with the prior Approval of the Center.
- 3.2. If the Grant Recipient desires to appoint any additional Key Personnel or Sub Grantee to the Project it shall Notify the Center accordingly, giving reasons for such appointment and the details of the Person it wishes to appoint. The Center shall Notify the Grant Recipient in a timely fashion whether or not it Approves such an appointment. Any Approval by the Center shall not increase the TPC.
- 3.3. The Project Manager may by Notice require the removal of The Principal Investigator, any Key Personnel, employee, agent or Sub Grantee of the Grant Recipient from the Project as a condition of continued funding by the Center. In such a case, the Grant Recipient shall provide to the Project Manager within fourteen days of receipt of such Notice a list of replacements for the Approval of the Center.

4. Liabilities of the Grant Recipient

- 4.1. Each Participating Partner shall be jointly and severally liable to the Center in the performance of the Grant.
- 4.2. The Grant Recipient shall be responsible for the acts, omissions and neglects of its agents, employees and Sub Grantees as if the same were the acts, omissions and neglects of the Grant Recipient.
- 4.3. The Grant Recipient shall require any and all Sub Grantees prior to working on the Project in any manner to enter into an agreement in the form shown in Schedule Five. Copies of all such agreements shall be forwarded to the Center within thirty days of execution.
- 4.4. Payment of any Subgrantee, contractor, agent, employee or any other Person engaged by the Grant Recipient in connection with the Project shall be the sole obligation, liability and responsibility of the Grant Recipient.

5. The Principal Investigator and The Project Manager

- 5.1. The Principal Investigator shall have overall responsibility on behalf of the Grant Recipient for the direction and management of the Project and for monitoring the Grant Recipient's compliance with the Grant. In particular, but without limitation, the Principal Investigator shall be responsible for:
 - a. submitting reports, Notices, other documentation and written communications arising from the Grant to the Center;
 - b. ensuring the Grant Recipient performs its obligations within the Budget, Cash Flow Projection and Grant Programme; and
 - c. regular liaison between the Grant Recipient and the Center.
- 5.2. The Principal Investigator shall be the individual to whom all Notices and other written communications in connection with the Project shall be addressed.
- 5.3. The Principal Investigator may delegate such of his functions with regard to the Project and for such time as may be Approved by the Center.
- 5.4. The Project Manager shall as regards the Grant Recipient be the principal means whereby shall

be communicated to the Grant Recipient all decisions and the exercise of any discretion in connection with the Project by the Center. All Notices and other written communications in connection with the Project from the Grant Recipient to the Center shall be directed to the Project Manager.

- 5.5. Notwithstanding the provisions of the immediately preceding Sub Clause, the Project Manager may delegate such of his functions and for such time as he determines in his absolute discretion. The Project Manager shall immediately notify the Grant Recipient of the terms of any such delegation.

6. The Programme

- 6.1. The Grant shall be performed by the Grant Recipient in accordance with the Grant Programme.
- 6.2. Upon the request of the Grant Recipient, the Center may in its absolute discretion agree to extend or to adjust the Grant Programme and shall notify the Grant Recipient immediately of the Center's decision.

7. Location of the Project

- 7.1. The Project shall be conducted by the Grant Recipient in such location or locations as shall be specified in the Scope of Work. The Grant Recipient shall not amend or add to such locations without first Notifying the Center of the reasons for such a change and obtaining the Center's prior Approval.

8. Budget and Payments

- 8.1. The Budget shows the Total Cost of the Project ("TCP"). The TCP shall not be adjusted without the prior Approval of the Center.
- 8.2. The Center shall reimburse the Grant Recipient the sum shown in Schedule Three, which represents a maximum of fifty percent of the TCP. The Parties agree that the Grant Recipient's contribution shall be the remaining percentage of the TCP. The Center shall not be liable to the Grant Recipient for any additional sums in respect of the Project. The Grant Recipient shall provide the financial contribution together with the in-kind contribution shown in Schedule Three. The Grant Recipient agrees and certifies that the in-kind contribution has been valued at a realistic and fair market value.
- 8.3. The Grant Recipient shall apply the Center's contribution to the TCP solely to the Project in accordance with the Grant.
- 8.4. For the purposes of the Grant, the risk or benefit of any fluctuation in the exchange rate of the USD\$ with any other currency shall rest with the Grant Recipient. Provided that, in the event of any extreme fluctuation between the USD\$ and any other currency by reference to the exchange rate pertaining at the Effective Date which has or is likely to have a significant effect on the Project funding, then if the Center requires it the Parties shall endeavor to negotiate in good faith an adjustment to the Budget.
- 8.5. All changes in Budget line items greater than the financial limits shown in Schedule Three shall require the prior Approval of the Center.
- 8.6. If Schedule Three refers to an advance payment by the Center to the Grant Recipient that advance payment shall be paid to the Grant Recipient upon the fulfillment of the pre-conditions listed in Clause 25. The Center does not expect to authorize any advanced payments.

- 8.7. Thereafter periodic payments shall be made to the Grant Recipient in accordance with the payment schedule set out in Schedule Three. Where such payments are conditional on the successful accomplishment of milestones, then no payment will be made until that milestone has been achieved to the satisfaction of the Center.
- 8.8. The final payment of the Center contribution is detailed in Schedule Three. It shall be paid to the Grant Recipient within 30 days of the issue by the Center of a Completion Certificate in accordance with Clause 9.
- 8.9. If Schedule Three provides for air travel in connection with the Project, the Center will reimburse the Grant Recipient for economy class air travel only and lodging, meals and per diem costs shall be approved in advance by the Center.
- 8.10. The Grant Recipient confirms that it is receiving no other funding for the Project other than the cost sharing contributions of subgrantee or funding committed by a third party as detailed in Schedule Three.

9. Financial Records, Accounts and Audits

- 9.1. The Grant Recipient shall maintain accurate and complete accounting and financial records in respect of the Project. In particular
 - a. such accounts and records shall be maintained according to Generally Accepted Accounting Practice (GAAP);
 - b. all expense records and accounts must be supported by itemized invoices, reports and records; and
 - c. all such accounts and financial records shall withstand formal independent audit in compliance with the Grant and any requirements of State or local laws and regulations applicable to the Grant Recipient.
- 9.2. The Center may at any time from the Effective Date until the issue of a Completion Certificate require an audit in whole or in part of the Grant Recipient's or any of the Sub Grantees' accounts and financial records relating to the Project as a precondition to any further payment under the Grant.
- 9.3. The Center's representatives and agents shall have access to the Project accounts and records at any reasonable time during normal business hours.
- 9.4. The Grant Recipient shall ensure that the terms of engagement of any Sub Grantee contain provisions to like effect of the three immediately preceding Sub Clauses and in particular afford the Center the same rights as regards the Sub Grantee's accounts and financial records as the Center enjoys with regard to the Grantee's accounts and financial records.
- 9.5. Subject to the provisions of Clause 17, within 30 days of the finalization of the Final Project Report for publication, using the MEDRC Final Report Template, the Grant Recipient shall provide the Center with a final administrative report and a final financial report as described in the Funding Opportunity Announcement Section F.1. Reporting Requirements. This shall be a complete and accurate account of all moneys received and expended on the Project by the Grant Recipient.
- 9.6. Any funds provided by the Center in connection with the Project, excluding funds committed to non-cancelable obligations, which have not been expended shall be reimbursed to the Center at the same time the final account is submitted.
- 9.7. The Center shall review the final account submitted by the Grant Recipient and, if satisfied as to the accuracy thereof, shall issue the Completion Certificate.

- 9.8. The Center shall have the right to require an independent audit of the final account as a precondition to the issue of the Completion Certificate.
- 9.9. The issue of a Completion Certificate shall in no way release the Grant Recipient from any liability or obligation arising from the Grant whether such liability or obligation arises before or after the issue of the Certificate.

10. Confidentiality

- 10.1. "Business Confidential Information" shall mean any and all information, know-how and/or data (including trade secrets) whether technical, commercial or financial belonging to one Party ("the Owner") and communicated to the other Party ("the Recipient") provided that at the date of its communication, such information, know-how and/or data fulfills all of the following conditions
- a. is of a type held in confidence for reasons of actual or potential commercial value to its Owner; and
 - b. is not generally known or publicly available from other sources; and
 - c. has not been previously made available by its Owner to others without an obligation concerning its confidentiality; and
 - d. is not already in the possession of the Recipient without an obligation concerning its confidentiality; and
 - e. at the time of its communication to the Recipient (or within a reasonable period thereafter), the information has been Notified as Business Confidential Information by its Owner to the Recipient, and such information, know-how or data shall only constitute Business Confidential Information from the date of such Notification.
- 10.2. Any Business Confidential Information shall cease to constitute the same from the time it ceases to be subject to all of conditions (a) to (d) (inclusive) contained in Sub Clause 10.1, save by reason of any breach of the Grant.
- 10.3. The Recipient shall not publish, disclose or disseminate any Business Confidential Information to any other Person without the prior Approval of the Owner.
- 10.4. The Recipient shall protect the confidentiality of any Business Confidential Information in accordance with the applicable laws of the Recipient's country of residence, and those of any other country requested by the Owner.
- 10.5. The Recipient shall immediately Notify the Owner in the event that the Recipient has reason to believe that any Business Confidential Information has come into the possession of an unauthorized person.
- 10.6. The obligations and liabilities with respect to Business Confidential Information contained in or arising from this Clause shall continue until any such Information ceases to constitute Business Confidential Information in accordance with this Clause, and in particular shall survive the issue of the Completion Certificate or earlier termination of the Grant.

11. The Grant Recipient's Intellectual Property

- 11.1. Any and all Intellectual Property Rights in an Invention conceived or first reduced to practice by the Grant Recipient deriving from the Project ("Grant Recipient Invention") shall be the sole property of the Grant Recipient.

- 11.2. The Grant Recipient shall be entitled to file for patent registration or other protection with respect to the Grant Recipient Invention in the Grant Recipient's sole name in any territory.
- 11.3. The Grant Recipient shall notify the Center with respect to any Grant Recipient's Invention promptly upon its conception or reduction to practice. The Grant Recipient shall simultaneously Notify the Center whether or not and in respect of which territories the Grant Recipient intends to obtain protection for such Grant Recipient Invention.
- 11.4. Where the Grant Recipient does not intend to seek protection for a Grant Recipient Invention in one or more territories, the Center shall be entitled to seek protection in respect of such Grant Recipient Invention in any of those territories on the basis of a royalty, which percentage should be agreed prior to the patent application, to be paid to the Grant Recipient. The Grant Recipient shall in such circumstances assign its Intellectual Property Rights in such Grant Recipient Invention with respect to such territory or territories to the Center. Where the Grant Recipient does not intend to seek protection in its country of residence it shall have the right to a non-exclusive royalty free license in its country of residence to use the Grant Recipient Invention for non-commercial purposes.
- 11.5. In the event that neither the Grant Recipient nor the Center wishes to seek protection in one or more territories with respect to a Grant Recipient Invention, and a Center Member indicates that it wishes to do so, upon receipt of Notification thereof from the Center, the Grant Recipient shall assign its Intellectual Property Rights hereunder in such Grant Recipient Invention with respect to such territory or territories to the Center Member. Where neither the Grant Recipient nor the Center intends to seek protection in the Grant Recipient's country of residence, the Grant Recipient shall have the right to a non-exclusive, royalty free license in its country of residence to use the Grant Recipient Invention for non-commercial purposes.
- 11.6. Any Business Confidential Information provided by the Grant Recipient to the Center in respect of a Grant Recipient Invention shall remain Business Confidential Information until otherwise agreed between the Parties or until protected by registration or other recognized form of legal protection.
- 11.7. If the Grant Recipient gives Notice that it intends to obtain protection of its Intellectual Property Rights in accordance with this Clause, the Grant Recipient may by further Notice to the Center require the publication of the Final Project Report to be delayed. Upon receipt of such Notice, the Center shall delay publication for a period of six months, or such other period as the Parties may agree. If the Center decides to proceed in accordance with Sub Clause 11.4, then the Center may delay publication of the Final Project report for such period as may be reasonably necessary to protect its rights.
- 11.8. The Grant Recipient shall ensure that all of its employees, agents and Sub Grantees engaged on the Project shall have signed a Grant Recipient Invention disclosure and confidentiality agreement in a form acceptable to the Center. In the event of any breach of such agreement by an employee, agent or Sub Grant Recipient, the Grant Recipient undertakes at its own expense to take all reasonable steps to enforce such an agreement.

12. The Center's Intellectual Property

- 12.1. Subject to the Parties' rights and obligations with respect to Business Confidential Information, all copyright in the documents forming the Grant, the Periodic Reports, the Final Project Report, and any draft or revision thereof shall be the sole property of the Center and the Grant Recipient hereby assigns absolutely to the Center any copyright which the Grant Recipient might otherwise have had in the said documents.
- 12.2. The Center hereby confirms that the Grant Recipient may use the information contained in the documents referred to in Sub Clause 12.1 in connection with the Project and for non-commercial purposes; provided that they do not publish or disseminate the Center's Intellectual Property without the prior Approval of the Center.

12.3. The Center may make available to the Grant Recipient the Center's Intellectual Property other than that referred in Sub Clause 12.1 on such terms as may be agreed by the Parties.

13. Jointly Owned Intellectual Property

- 13.1. Subject to Clause 11.0, in the event that any of the Center's personnel contributes jointly with the Grant Recipient to the conception or reduction to practice of an Invention during the performance of the Project, then any and all Intellectual Property Rights in the resulting Invention shall be the joint property of the Parties ("Jointly Owned Intellectual Property") and shall be held by each Party in proportion to its contribution. The Parties agree to promptly execute such documents and do all things as may be necessary to give effect to this Sub Clause and to protect their rights in any Jointly Owned Intellectual Property.
- 13.2. The Grant Recipient further agrees to provide user support to the Center in respect of such computer software and programmes which may become Jointly Owned Intellectual Property during the Project and to negotiate in good faith the continued provision of such support after the issue of the Completion Certificate or earlier termination of the Grant if so required by the Center.
- 13.3. Protection of Jointly Owned Intellectual Property shall be as agreed between the Parties, provided that each Party shall bear the costs of such protection in proportionate shares.
- 13.4. With respect to Jointly Owned Intellectual Property protected in accordance with Sub Clause 13.3, each Party shall be entitled to exploit its rights with respect to such Property for any purpose and to license such rights to third parties on a non-exclusive basis without the consent of the other Party, and without any obligation to account to the other Party for any royalties and other payments received from such utilization or licensing
- 13.5. If in contravention of Sub Clause 13.3, any Party fails to bear its share of the costs of protection of any Jointly Owned Intellectual Property in any territory, such Party shall with respect to such territory assign all of its rights in such Property to the other Party, subject always to a non-exclusive royalty free license on the part of the Grant Recipient or the Center to use such Property for non-commercial purposes in its country of residence.
- 13.6. In the event that neither the Grant Recipient nor the Center wish to seek protection in one or more territories with respect to any Jointly Owned Intellectual Property, and a Center Member indicates that it wishes to do so, upon receipt of Notification thereof from the Center, the Grant Recipient shall assign its rights hereunder in such Property with respect to such territory or territories to the Center Member, subject always to a non-exclusive, royalty free license on the part of the Grant Recipient to use such Property for non-commercial purposes in its country of residence and subject to a non-exclusive, royalty free license on the part of the Center to use such Property in Oman for non-commercial purposes.
- 13.7. If the Grant Recipient gives Notice that it intends to protect its Jointly Owned Intellectual Property Rights in accordance with Sub Clause 13.3, the Grant Recipient may by further Notice to the Center require the publication of the Final Project Report to be delayed. Upon receipt of such Notice, the Center shall delay publication for a period of six months, or such other period as the Parties may agree. If the Center decides to protect its Jointly Owned Intellectual Property Rights in accordance with Sub Clause 13.3 or any Center Member exercises its rights in accordance with Sub Clause 13.6, then the Center may delay publication of the Final Project Report for such period as may be reasonably necessary to protect those Rights.
- 13.8. Any publication of Jointly Owned Intellectual Property by either Party must acknowledge the joint ownership of the other Party.
- 13.9. If the Grant Recipient uses or licenses the use of any Jointly Owned Intellectual Property in

any public presentation or publication, including student dissertations, theses and reports, the Grant Recipient shall first obtain permission from the Center, and shall ensure the following or similar statement is included in the publication

“This [publication][presentation] has been made possible through funding from The Middle East Desalination Research Center. The information contained herein is based upon Intellectual Property, which is jointly owned by the Center. The Center retains its right to publish or produce the Jointly Owned Intellectual Property in part or in its entirety.”

The comments and views detailed herein may not necessarily reflect the views of The Middle East Desalination Research Center, its officers, directors, affiliates or agents.”

- 13.10. The Grant Recipient shall send to the Center in a timely fashion a copy of all such presentations and publications.
- 13.11. Each Party undertakes to the other that it will provide reasonable assistance if called upon in any action which may be required against third parties to protect any Jointly Owned Intellectual Property Rights arising out of the Grant.
- 13.12. The Center Members shall be entitled to a non-exclusive, irrevocable, royalty-free right in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports and books containing information directly arising from the Grant. The Center will be responsible for notifying the Grant Recipient in advance of any such publication. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work, unless an author explicitly declines to be named, as well as an acknowledgement that the project was carried out with financial support of the Center. Any Grant Recipient shall have the right to review a translation of its work prior to public distribution by the Center or any Center Member.

14. Grant Recipient’s Warranties and Indemnities

- 14.1. In addition to the specific warranties in respect of Intellectual Property, the Grant Recipient hereby warrants:
 - a. that the Grant Recipient will ensure that all data and test results produced or relied upon in connection with the Project, whether included in the Final Project Report or not, are accurate in accordance with generally recognized standards pertaining in the international scientific community;
 - b. that the Grant Recipient will perform the Grant diligently and in accordance with the Grant Programme.
 - c. that the Grant Recipient will perform all its obligations arising out of the Grant in a manner consistent with the highest professional standards; and
 - d. that all data and other information in whatever form which is connected with the Project in the Participant’s possession or control will be safely stored, copied and backed up to minimize the risk of its loss or destruction.
- 14.2. The Grant Recipient warrants that, as the authorized agent, all matching funds and in-kind contributions represent substantive contributions to the TCP and that in-kind contributions have been valued at realistic and fair market value.
- 14.3. The Grant Recipient further warrants that it will comply with all mandatory laws and regulations, which apply to any location where the Project is conducted during the performance of the Grant.

- 14.4. The Grant Recipient shall indemnify and hold harmless the Center against all claims, actions, liabilities, demands, fees, costs or damages whatsoever of any kind or nature to which the Center may become liable as a result of any breach by the Grant Recipient of any of its obligations arising from the Grant. The right of indemnification contained in this Sub Clause shall remain in full force and effect notwithstanding the issue of a Completion Certificate or earlier termination of the Grant.
- 14.5. Without prejudice to the generality of the immediately preceding Sub Clause the Grant Recipient acknowledges that a breach of the Grant concerning the protection of the Center's Intellectual Property or of the Jointly Owned Intellectual Property may cause the Center irreparable damage for which damages cannot be calculated. Notwithstanding the provisions of Clause 21. the Grant Recipient admits that the Center shall therefore be entitled to injunctive and/or other equitable relief, in addition to all other remedies available, to prevent such a violation or breach of the Grant and to secure its enforcement.

15. Center's Access to Grant Recipient's Facilities, Right of Technical Verification and Audit

- 15.1. After giving reasonable Notice, the Center and its authorized representatives shall have
- a. access to any and all places where work on the Project is being carried out for the purposes of inspecting work in progress or such other reasonable cause as may be specified in the Notice;
 - b. access to documents concerning the Project's management, progress and results;
 - c. the right to call for an independent technical audit of all data and results produced or relied upon in connection with the Project; and
 - d. the right to meetings with any officer, employee, Sub Grantee or Agent of the Grant Recipient.
- 15.2. Subject to any reasonable assurance required by the Grant Recipient as to confidentiality and security, the Grant Recipient shall fully co-operate and assist the Center and its authorized representatives in the operation of this Clause.

16. Insurance

- 16.1. The Grant Recipient shall at its own sole expense maintain or produce evidence of the existence of an insurance (whether commercially purchased or self-insured) that to the Center's reasonable satisfaction provides adequate comprehensive coverage against loss or destruction of any of the premises where the Grant Recipient will work on the Project; loss or destruction in whole or in part of any of the data or other information used in connection with the Project; unfair competition claims; and reckless, intentional or negligent acts and omissions of the Grant Recipient.
- 16.2. The level of coverage in respect of the risks to be insured in accordance with this Clause shall be Approved by the Center, but in any event shall not be less than a sum equal to the TCP.
- 16.3. The Center shall wherever possible be noted on such insurance as a third party insured, or a similar Notice of the Center's interest made.
- 16.4. The Grant Recipient shall forthwith upon receipt of any moneys paid under the insurance effected in accordance with this Clause account to the Center for such moneys and pay to the Center such sum as represents the Center's loss covered by such insurance.

- 16.5. The Center shall have the right at any time to require the Grant Recipient to produce satisfactory evidence that the said insurance is still in full force and effect.
- 16.6. The Grant Recipient shall immediately Notify the Center if the said Insurance is amended or altered in any material way, or if the coverage has for any reason ceased to be in full force and effect.
- 16.7. If the Grant Recipient Notifies the Center that the insurance required by this Clause cannot be obtained or renewed in whole or in part, or that such insurance can only be obtained or renewed at an excessive cost, then the Center may in its absolute discretion agree to waive all or part of the requirements of this Clause. The Center shall Notify the Grant Recipient in a timely fashion of its decision.

17. Termination and Suspension

- 17.1. The Center may immediately terminate the Grant by written Notice to the Grant Recipient if
 - a. the Grant Recipient is in breach of any of its obligations arising from the Grant and fails to remedy such breach (if remediable) within 30 days of receipt of a Notice from the Center requiring such remedy; or
 - b. the Grant Recipient fails to find within the period Notified by the Center a replacement satisfactory to the Center of the Principal Investigator, a Participating Partner, any Sub Grantee or any Key Personnel; or
 - c. the Grant Recipient or any Participating Partner becomes in accordance with the laws and regulations of their domicile or residence insolvent or bankrupt, or is the subject of a winding up or other process of dissolution unless a voluntary one for the purposes of reorganization; or
 - d. the Center has reasonable cause to believe that, after reasonable notice to the Grant Recipient a Final Project Report which meets the expressed or implied requirements of the Center arising from the Grant will not be produced by the Grant Recipient in accordance with the Budget and/or Grant Programme (otherwise than by reason of any delay on the part of the Center or agreement between the Parties); or
 - e. the Parties are unable to agree a revised Budget in the event of the extreme currency fluctuations referred to Sub Clause 8.4.
- 17.2. If either Party is prevented from performing any obligation arising from the Grant by reason of Force Majeure, then it shall immediately give Notice to the other Party, specifying the circumstances that it is believed constitute Force Majeure and estimating the likely duration of such circumstances. Both Parties shall be excused further performance of the Grant for so long as such circumstances endure; always provided that should such circumstances endure for longer than six months, then either Party may by Notice to the other terminate the Grant.
- 17.3. If the Grant is terminated pursuant to Sub Clause 17.1 then without prejudice to such other remedies as may be available to the Center expressed or implied in the Grant or arising otherwise:
 - a. all Jointly Owned Intellectual Property shall become the Center's Intellectual Property and the Grant Recipient hereby irrevocably appoints the Project Manager as its authorized representative and attorney to take all necessary steps and to execute all necessary documents to effect such a transfer; and
 - b. the Center shall have no further liability to the Grant Recipient arising from the Grant and in particular shall have no liability to make any further payment to the Grant Recipient whether in respect of a period arising before or after the date of termination stated in the

Notice served in accordance with Sub Clause 17.1.

17.4. If the Grant is terminated pursuant to Sub Clause 17.2 then the Grant Recipient shall as soon as reasonably possible, but no later than 21 calendar days, send to the Center a final account as provided for in Clause 9. The Grant Recipient shall at the same time return any funds not committed to non-cancelable obligations. If, following the review by the Center and any independent audit the Center may require, it is found that sums are due to the Grant Recipient in respect of payments accruing before the Force Majeure arose then such sums shall be paid immediately to the Grant Recipient. Upon the satisfactory conclusion of the review or audit, the Center shall issue a Completion Certificate. The issue of the Completion Certificate under this Clause shall have the same effect as the issue of the Certificate in accordance with Clause 9.

18. Grant Recipient's Employment and Environmental Policy

18.1. The Grant Recipient shall not in any of its dealings with regard to the Project discriminate against any Person by reason of age; sex, race; religion; color; ethnic or national origin; sexual orientation; or physical disability.

18.2. The Grant Recipient shall undertake the Project having due regard to the necessity to adhere to practices and procedures in conformity with the aim of protecting and non-interference with the environment of any location where the Project is conducted.

19. Terrorist Financing Clause

19.1. Transactions are prohibited with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Grant Recipient to ensure compliance.

20. Reporting of Foreign Taxes

20.1. The U.S. Agency for International Development is the sponsor for this grant and requires specific reporting on foreign taxes paid for commodities with U.S. foreign assistance funds. The Grant Recipient agrees to request permission from the MEDRC Project manager before the purchase of any commodity valued at USD\$500 or more. Because of the foreign tax reporting requirement, it is preferred that the Grant Recipient use in-kind cost share funds rather than U.S. foreign assistance funds for any taxable purchase over USD\$500 or more.

21. Relationship of the Parties

21.1. The Parties agree that the Grant Recipient is an independent Grant Recipient with respect to the Center. Nothing in the Grant shall be construed to make the Parties partners or joint ventures or to create an employment or agency relationship between the Parties. Any and all relationships created relating to Subgrantees shall be between the Grant Recipient and such Subgrantees only and shall not create any relationship between such Subgrantees and the Center.

22. Waiver

22.1. Waiver by the Center of any provision of the Grant must be in writing to be effective. Such waiver of any breach by the Grant Recipient of any provision of the Grant on any occasion shall not constitute or operate as a waiver of breach of such provision on any other occasion nor a waiver of any breach of other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision hereof by the Center.

23. Governing Law and Resolution of Disputes

- 23.1. Subject to any mandatory provisions of law in any territory where work in connection with the Project is carried out, the Grant shall be governed construed and interpreted in accordance with the principles of International Law.
- 23.2. The Parties shall endeavor in good faith to resolve any dispute or difference between them arising out the Grant.
- 23.3. If, notwithstanding the Parties' efforts to resolve a dispute or difference, no resolution is arrived at satisfactory to both Parties, then any dispute, controversy or claim arising out of or relating to the Grant, or the breach, termination or invalidity thereof shall be settled by binding arbitration in accordance with the UNCITRAL Arbitration Rules at present in force.
- 23.4. In the event that either Party gives to the other Notice that it wishes to refer a matter to arbitration pursuant to this Clause, each Party shall within thirty days of the receipt of the Notice appoint an arbitrator and Notify the other Party accordingly. The two arbitrators shall within thirty days of their appointment constitute an arbitral tribunal by appointing a third arbitrator. In the event a Party fails to appoint an arbitrator then the appointment shall be made on the application of either Party by a nominating authority appointed in accordance with Article 6 of the UNCITRAL rules. Similarly, should the two arbitrators appointed by or on behalf of the Parties fail to agree on the choice of a third arbitrator, then such appointment shall be made on the application of either Party by a nominating authority appointed in accordance with Article 6 of the UNCITRAL rules.
- 23.5. The place of the arbitration shall be decided by the arbitrators appointed in accordance with this Clause.
- 23.6. The language of the arbitration shall be English.

24. Modifications and Severability

- 24.1. The Grant may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Sub Clause, except in writing, signed by the Party or Parties against whom such amendment, modification, waiver, or discharge is sought to be enforced. Any modification must be executed by the Parties to be effective.
- 24.2. The provisions of the Grant shall be deemed severable, and the invalidity, illegality or unenforceability of any provision of the Grant shall not affect the validity or enforceability of any other provisions. In the event any provision of the Grant is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that provision in a manner that gives effect to the intent of the Parties in entering into the Grant.

25. Assignment

- 25.1. The Grant shall be binding upon and inure to the benefit of the respective successors and assigns of the Center but shall not be assignable by the Grant Recipient without the prior written authorization of the Center.
- 25.2. Where a provision of the Grant provides for the assignment of Intellectual Property to the Center, that provision shall be read as if the reference to the Center included such other Person as the Center may nominate as assignee of the Intellectual Property.

26. Service of Notices and other Written Communications

- 26.1. All Notices and other written communications arising out of The Grant shall be sent to the address for the Party shown in Schedule One, or such other address as one Party may Notify to the other.
- 26.2. Notices and written communications sent by post or courier shall be considered, in the absence of proof to the contrary, to have been delivered at the Party's address referred to in the preceding Sub Clause in the usual course of post. Notices and written communications sent by fax shall be considered, in the absence of proof to the contrary, to have been received at the address of the Party referred to in the preceding Sub Clause at the same time as their transmission; provided that all Notices and written communications delivered or transmitted outside the normal business hours of the Party to whom such Notice or written communication is addressed shall be considered to have been received on the business day next following actual delivery.

27. Pre-Conditions to the Center Assuming Liability Under the Grant

- 27.1. Notwithstanding any other provision of the Grant, it shall be an absolute pre-condition to the Center assuming any liability or obligation towards the Grant Recipient in respect of the Project that the following events have occurred
- a. all insurance arrangements required by the Grant have been put in place to the Center's satisfaction; and
 - b. all subgrants shown in Schedule Five have been entered into; and
 - c. copies of all agreements referred to in Sub Clause 4.3 executed by the subgrantees listed in Schedule Five have been received by the Center; and
 - d. the Center has received satisfactory evidence that all Participating Partners are bound by the Grant; and
 - e. the Center has received satisfactory verification as to the value of the in-kind contribution (if any) of the Grant Recipient shown in Schedule Three.
- 27.2. If the events listed in Sub Clause 25.1 have not occurred within thirty days of the Date of the Grant, or such longer period as the Center may Approve, then the Center may by Notice to the Grant Recipient forthwith terminate the Grant.

28. Authority to Enter into Grant

- 28.1. The individuals executing this Agreement on behalf of their respective Parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into The Grant on behalf of the entity for which they sign below.

IN WITNESS WHEREOF, the Parties have caused This Agreement to be duly executed as of the day and year first above written.

Middle East Desalination Research Center

By:

Title: Center Director

Name of Grant Recipient (organization)

By: **Name of Signatory**

Title: **Title of Signatory**

SCHEDULE ONE - GRANT DETAILS

Details of the Grant Recipient

Name of the Grant Recipient: Insert Details

Names of Participating Partners: Insert Details

Name of Principal Investigator:

Grant Recipient's address for service of Notices and other written communications under the Grant:

Names of Key Personnel & Contact Details:

Details of The Center

Name of Project Manager:

Center's address for service of Notices and other written communications under the Grant:

Middle East Desalination Research Center
Building 3200 Al Dama Street
Al Hail North Corniche
P.O. Box 21
PC 133 Al Khuwair
Sultanate of Oman

Funding Opportunity Announcement

Terms of FOA [**Insert Series**]

SCHEDULE TWO – APPLICATION SUBMISSION

Insert Application Submission comprising:

See the Funding Opportunity Announcement for 2019 Section D. Application and Submission Information for instructions.

SCHEDULE THREE - FINANCIAL DETAILS

A. Budget Estimate Form

Insert final agreed budget in USD\$ - For an example see *Table 1. – Sample Budget Proposal Format* in the Funding Opportunity Announcement.

SCHEDULE THREE (cont.)

Insert Cash Flow projection for Project

B. Cash Flow Projection (USD\$)				
Month from Project Start Up	Center Contribution	In-kind Contribution	Other	Total
Month 0				
Month 6				
Month 12				
Month 18				

Insert Payment Schedule including any milestones or other events to which payment is linked

C. Payment schedule (USD\$)			
Payment	Month	Project Milestone	Total
Advance			
Final			

SCHEDULE FOUR - THE GRANT PROGRAM

Insert Agreed Grant Program

The grant program is defined by the description of key tasks, by their time schedule and duration of the project

SCHEDULE FIVE - SUBGRANTEES

(Insert names of subgrantees and a brief description of tasks to be undertaken)

SCHEDULE FIVE (cont.) - SUBGRANTEE'S AGREEMENT

As Required by Sub Clause 4.3

This Agreement is made the [] of [] 2001 BETWEEN [Grant Recipient] ("The Grant Recipient") of the one part and [Subgrantee] ("The Subgrantee") of the other part.

The Grant Recipient and Subgrantee agree as follows:

1. That the Subgrantee has been provided with a copy of the Grant between The Grant Recipient and the Middle East Desalination Research Center ("The Center") dated the [insert date], save for those parts of the Grant dealing with his part of grant program budget and payment.
2. The Subgrantee has read and understood the said grant and in particular the obligations and the liabilities of the Grant Recipient to the Center. The obligations and liabilities apply in the same way to the Subgrantee, in particular those according to Sub-Clauses 9.2,9.3,9.6 and 15.1.
3. The Subgrantee undertakes that it will not by reason of any act neglect or omissions on its part neither put the Grant Recipient in breach of any of the Grant Recipient's obligations nor make the Grant Recipient liable to the Center under the said grant.
4. The Grant Recipient undertakes to notify the Subgrantee forthwith in writing of any change or amendment to the said grant.
5. The Grant Recipient undertakes that within 14 days of the finalization of the Final Project Report to provide the Grant Recipient with a final account on its project part according to Sub-Clause 9.5.

Signed _____(The Grant Recipient)

Signed _____(The Subgrantee)