



GRANT AGREEMENT

1. Purchase Order Number	
2. Type of Grant	Fixed Award Amount
3. Grant Activity Title	
4. Grant Administrator	[Insert Ipas Country Office Address or Ipas Home Office]
5. Ipas Project Manager	
6. Grantee	
7. Grantee's Point-of-Contact	[Insert Name and Title] [Insert Official mailing address] [Insert Email address and phone number]
8. Prime Donor & Award No.	<i>If a Grant under Donor Award</i>
9. Donor Project Title	<i>If a Grant under Donor Award</i>
10. Ipas Project Number	
11. Period of Grant	Effective Date: Expiration Date:
12. Grant Ceiling	[Currency in which subaward is issued]
Appendices	Appendix A: Project Description Appendix B: Budget Appendix C: Financial Data Sheet Appendix D: Lobbying Appendix E: Special Provisions

This Grant Agreement ("Agreement") is awarded to XXXX (hereinafter called "the Grantee"), having its principal place of business at XXXX and administered by Ipas, a not-for-profit corporation existing under the laws of the State of North Carolina, USA and having its principal place of business at PO Box 9190, Chapel Hill, NC 27515, to support implementation of the XXXXX (Project Title) (hereinafter called "Project").

RECITALS

Ipas desires to grant funds to Grantee to be used for the purpose(s) set forth in Appendix A, and the Grantee agrees to use these funds under the following terms and conditions.

Article 1. Program Description

The purpose of this Grant is to provide support for the activities described in the Program Description in Appendix A of this Grant Agreement.

Article 2. Period of Grant

The period of performance for the grant activities is XXXXX to XXXXX.

All activities financed with Grant funds will not commence prior to the Grant Activity Start date and will be completed and will cease no later than the Grant Activity Completion Date; unless Ipas provides approval of a time extension in writing prior to the specified Grant Activity Completion Date. No Grant award will provide retroactive funding.

Article 3. Termination.

- (a) Ipas may terminate this Agreement immediately upon written notice
 - a. in the event of a material breach of the Agreement by Grantee,

- b. if the performance of Grantee is unsatisfactory,
- c. if any illegal or corrupt practices are connected with this agreement, or Grantee is convicted of any illegal or corrupt practices,
- d. if Grantee is found to be in any way involved in terrorist activities;
- e. if the Grantee has or develops a conflict of interest with Ipas that cannot be satisfactorily mitigated,
- f. if the Grantee fails to meet any of its legal obligations, including but not limited to its obligations in the areas of environmental, private, public law, or labor law;
- g. if the Grantee files for bankruptcy or there is a judgment of bankruptcy by or against the Grantee.
- h. If the Grantee fails a check of all major restricted party list(s)
- i. in the event that Ipas's donor terminates or modifies Ipas's Agreement,
- j. if Ipas's donor does not approve Ipas's Grantee; or
- k. for any other reason determined by Ipas.

(b) This Agreement may be modified, altered, or changed only by a written amendment signed by both Parties.

Article 4. Amount of award and budget.

Ipas hereby awards the amount of XXXX for the purposes of this Grant. See complete Budget in Appendix B.

Ipas must have a fully-executed copy of the Agreement, a completed Financial Data Sheet (Appendix C), and all other required documents on file for payments to be disbursed.

Article 5. Payment Milestones and Disbursement Schedule

Payment	Description of Milestone <i>(Column may be removed if milestones are not utilized)</i>	Date(s)	Percentage	Amount (Local Currency or USD)
1	<i>Example: Acceptance of a detailed workplan and M&E plan</i>			
2				
3				
4				
5	<i>Example: Final Report with summary of goals and required indicators</i>			
TOTAL				\$

Article 6. Program Reporting

The Grantee shall submit Program Reports on a six-month basis in the Ipas-provided template to the Ipas Project Manager. The first six months ends XXXX.

The reports are due by the 15th of the month following the period being reported.

Grantee shall submit a copy of the Grantee's Annual Report to Ipas as soon as it is available.

The Grantee will be responsive to requests for programmatic information and results by the Ipas Project Manager. Ipas will conduct monitoring of the program activities, including site visits as appropriate.

Article 7. Lobbying.

No funds provided by Ipas pursuant to this Agreement shall be used for lobbying (as defined in Appendix D) unless Appendix D attached to this Agreement is completed, executed by the Grantee, and returned to Ipas before the lobbying takes place.

The Grantee agrees that no funds provided by Ipas pursuant to this Agreement shall be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or to provide a benefit to any political party or candidate.

Article 8. Warranties of the Grantee.

In the absence of providing Ipas a copy of its own equivalent policies, the Grantee warrants that it will fully comply with the policies listed below and linked in their entirety.

- a. Code of Business Ethics and Conduct – <https://www.ipas.org/code-of-business-ethics>,
- b. Children, Youth, and Vulnerable Adults Protection – <https://www.ipas.org/safeguarding>,
- c. Anti-Slavery and Anti-Trafficking – <https://www.ipas.org/anti-slavery>,
- d. Conflict of Interest and Disclosure – <https://www.ipas.org/conflict-of-interest>,
- e. Privacy, GDPR, Content and Copyright – <https://www.ipas.org/about-us/privacy>, and
- f. Anti-Fraud and Restricted Parties' Financing – <https://www.ipas.org/anti-fraud>.

Article 9. Liability

The Parties shall indemnify, hold harmless, and not assume liability for any third-party claims for damages arising out of this Grant.

Article 10. Records and Audit.

The Grantee hereby covenants to keep good and accurate books, accounts, timesheets, and records of its activities in connection with the Services. Grantee shall retain all such books, accounts and records for a period of seven (7) years after the expiration or earlier termination of this Agreement. Ipas and its Donor may upon reasonable notice review the books, accounts, and records of the Grantee regarding the Services. The Grantee will cooperate fully with any such inspection or audit and will provide all records requested by Ipas or Donor. In the event the audit demonstrates the Grantee has received more money than it is entitled to under this Agreement, Grantee shall within thirty (30) days after written demand from Ipas, return the excess to Ipas.

Article 11. Use of Name and Trademarks.

- (a) Each Party agrees not to include the name, trademark, or any logo types or symbols of the other party in any publicity material without the prior written consent of the other Party. Each Party expressly reserves all rights, title, and interest in its name, trademarks, logos, symbols, and intellectual property.
- (b) The Grantee agrees not to include the name, trademark, or any logo types or symbols of Ipas's Donor in any material without prior written consent of Ipas, and to comply with all instructions provided by Ipas to the Grantee and set forth by the Donor in any branding and marking guidance accompanying Ipas's Donor award.
- (c) Nothing in this Section restricts either Party from disclosing the existence and nature of this Agreement or from including the existence or nature of this Agreement in the routine reporting of the Parties' activities, unless otherwise specified herein.

Article 12. Procurement and Use of Equipment.

Equipment means any equipment, computer hardware or software, materials, supplies, goods, vehicles, and associated services necessarily required for the implementation of the Grant Activity, which are either purchased by the Grantee using donor funds or financed or provided by Ipas or its Donor for use by the Grantee.

The Grantee shall ensure that procurement of equipment shall (i) be done in accordance with best practice principles of openness, fairness, and transparency, (ii) achieve the best combination of cost and quality, (iii) and with emphasis on anti-terrorism, anti-corruption, and fraud throughout the delivery chain.

Equipment may only be used in implementing the Grant Activity and shall be safely kept and maintained. Personal use of equipment by the Grantee is not permitted.

Article 13. Special Provisions.

The Parties also agree to special terms and provisions found in Appendix F. Any conflict or inconsistency between the terms and provisions in Appendix F and those in this Agreement shall be resolved in favor of Appendix F. The Parties agree that by completing the Acknowledgement attached to this Agreement, the conditions in Appendix F shall be made part of this Agreement.

Article 13. Governing Law.

This Agreement shall be deemed a contract made in the State of North Carolina, United States of America, and it shall be construed and enforced in accordance with the laws of the State of North Carolina.

Article 14. Disputes

Ipas and the Grantee will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Agreement.

Article 15. Anti-Terrorism.

By executing this Agreement, the Grantee certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity.

Article 16. Misconduct Reporting.

If Grantee has a good faith reason to believe that there has been a violation of any of the policies listed in Appendix E by any Party to this Agreement, or by any grantee, subcontractor, consultant, and/or affiliate, the Grantee shall report the suspected violation to Ipas by reporting through Ipas's Ethics Hotline online at <http://ipas.ethicspoint.com>.

Article 17. Notice.

Any notice, consent, or other communication permitted or required by this Agreement to be given to a Party shall be in writing and addressed to the Project Manager identified on page one (1) of this Agreement unless otherwise agreed in writing by the parties.

This Agreement and its Appendices shall constitute the entire understanding between the Parties, superseding all previous oral or written discussions pertaining to the subject matter the Agreement includes. The Appendices attached to this Agreement, are incorporated into this Agreement by this reference as if set out fully in this Agreement.

IN WITNESS WHEREOF, the Parties assent to this Agreement signed by their duly authorized representatives, effective the day and year set forth in Article 1.

Ipas	ENTER GRANTEE NAME HERE
Signature:	Signature:
Name:	Name:

Title:	Title:
Date:	Date:

SAMPLE

Program Description

The program description should be focused on supporting a sustainable abortion ecosystem. A sustainable abortion ecosystem includes resilient local stakeholders and systems that are actively accountable and committed to abortion rights and responsive to everyone's abortion needs.

Results are linked by causal relationships: i.e., a result is achieved because related, interdependent result(s) were achieved.

A standard program description should address the following: *These are suggested prompts and can be modified based on the criteria of the country's grants program.*

- What is the overall purpose of the grant?
 - In your purpose statement, be sure to include information about what problem or opportunity the organization is trying to address.
 - What are your sources of information about the problem and status of the community?
- What specific objectives will be accomplished by the grant?
 - What are the intended results (i.e., changes in conditions)?
 - Applications must clearly identify the beneficiaries, their number, location, and anticipated benefits that beneficiaries will receive.
- The link of the challenge, opportunity, or problem to the key objectives of the overall program.
 - How will activities or objectives contribute to the achievement of results or outcomes?
 - What are the external factors and other critical assumptions that are likely to facilitate or hinder the achievement of the results?
- How will these specific objectives be accomplished through the activities that will be performed under the grant?
- How will the accomplishment of these specific objectives be measured and documented?

Budget

Include the detailed budget here. If the file is too large, please copy and paste a summary here. An example is below. Donor budget template may supersede the use of Ipas's template.

Ipas's Donor:

Country:

Project Name:

Agreement Period of Performance:

Cost Category	Total
Local Staff	\$0
Local Staff Fringe Benefits	\$0
Total Salaries and Benefits	\$0
Employee Travel & Transportation	\$0
Equipment/Materials/Supplies	\$0
Program Activities	\$0
Office Costs	\$0
Other Direct Costs	\$0
Total Other Direct Costs	\$0
Indirect Recovery	\$0
Grand Total	\$0

SAMPLE

Subrecipient Financial Data Sheet

The most reliable and easiest way of getting reliable and complete information is to have the Supplier’s bank confirm this information or attach the printed wire information that the bank provides. **PLEASE TYPE OR PRINT CLEARLY.**

Full Name: _____
Phone Number: _____
Mailing Address: _____
Email Address: _____

Type of Entity (Check all that Apply):

- Government Agency Public Educational Institution US Non-Profit US Based For-Profit
 Commercial Private Educational Institution Non-US Non-Profit Non-US For-Profit
 Individual

US Supplier – Bank Account Information

Name of Individual/Organization Receiving Funds:	
Name on Bank Account if different from above:	
Street Address of Individual/Organization: (City, State and Country)	
Payment Preference:	<input type="checkbox"/> Check <input type="checkbox"/> Bank Transfer
Internal Revenue Code Section Number:	
Federal Tax Identification Number OR Social Security Number:	
Name of Bank:	
Bank Account Number:	
Routing/ABA Number:	

Non-US Supplier – Bank Account Information

Name of Individual/Organization Receiving Funds:	
Name on Bank Account if different from above:	
Street Address of Individual/Organization: (City, State and Country)	
Local Bank Information	
Name of Local Bank:	
Street Address of Local Bank: (City, State and Country)	
Local Bank Account Number:	
Local Branch Name/Branch Code:	
IBAN Number for Local Bank (if applicable):	
Swift Code/BIC Code for Local Bank (is applicable):	
Correspondent Bank Information	
Correspondent Bank Name:	
Correspondent Bank Country:	
Correspondent Bank Routing/ABA Number:	
Correspondent Bank ID/Swift Code:	
Please list all individuals who have check signing authority to the account where the funds will be deposited.	

LOBBYING

No part of the funds provided by Ipas pursuant to this Agreement shall be used for Lobbying (as defined below) unless this Exhibit D is completed, executed by the Subrecipient and returned to Ipas before any such Lobbying takes place.

For the purpose of this Agreement, “**Lobbying**” shall mean communications intended to influence either (1) legislation that has been introduced in a legislative body, whether federal, state or local, or (2) a specific legislative proposal an organization supports or opposes. It shall also include all other activities defined as such under applicable law of the United States of America (US). Educating the public or lawmakers on an issue of public policy without specific reference to legislation or a legislative proposal is not considered lobbying by the US government.

The US government defines “**Legislation**” to include actions taken by (i) Congress or Parliament, any state legislature, any local council, or similar governing body, with respect to acts, bills, resolutions, or similar items (such as legislative confirmation of appointive office), or (ii) the public in a referendum, ballot initiative, constitutional amendment, or similar procedure. Legislation **does not** include actions by executive, judicial, or administrative bodies.

An organization is attempting to “**Influence legislation**” if it, or any of its’ agents, contacts, or urges the public to contact, members or employees of a legislative body for the purpose of proposing, supporting, or opposing legislation, or if the organization advocates the adoption or rejection of legislation.

Additional information on Lobbying under applicable US law may be found at <https://www.irs.gov/charities-non-profits/lobbying> and all such definitions are incorporated herein by reference¹.

Percentage or Amount for the Services to be used for Lobbying:	
Scope or Purpose of Lobbying:	
Reports or Other Deliverables:	

The Subrecipient acknowledges and agrees to the foregoing and that the Subrecipient has read and understands this Exhibit regarding what constitutes Lobbying, will comply with the IRC² and all other laws, rules and regulations applicable to Lobbying, and will accurately report all hours spent on Lobbying on all invoices and reports submitted to Ipas.

Subrecipient	
Signature:	
Name:	Company:
Title:	Date:

¹ Additional description of the rules may be found in these interactive presentations: <https://www.stayexempt.irs.gov/home/resource-library/virtual-small-mid-size-tax-exempt-organization-workshop>.

² <https://www.stayexempt.irs.gov/>

Special Provisions

Ipas Donor: XXXX

SAMPLE