

# Key Terms of a PMI IMPACT Grant Agreement



PMI **impact**

Second Funding Round

## Key Terms of a PMI IMPACT Grant Agreement

Each successful Applicant (*Grantee*) must sign a Grant Agreement with PMI in a form provided by or acceptable to PMI. Grantee's Full Proposal shall be attached to the Grant Agreement. Until a Grant Agreement has been signed, PMI shall be under no obligation to pay any part of a Grant. Undefined terms used below shall have the meanings given to them in the Application Terms and Funding Rules published on the PMI IMPACT website.

### THE KEY TERMS OF A GRANT AGREEMENT ARE:

- Grantee must implement the Project in line with its Full Proposal and agreed timelines.
- In performing the Project, whatever its nature, Grantee shall be fully independent from PMI. For example, Grantee shall be free to reach its own conclusions and make its own anti-illicit trade recommendations in the scope of the Project, without interference from PMI.
- Grantee has sole responsibility for the implementation and financial management of the Project. Grantee shall bear all the implementation costs and PMI's obligations shall be limited to the payment of the Grant.
- Grantee must spend the Grant exclusively on the Project and in line with the agreed budget.
- Grantee must spend the Grant in compliance with all applicable laws, and must not use the Grant for any illegal, unethical or improper purpose, including directly or indirectly to procure any benefit from any Government Officials.
- Grantee must inform PMI if it becomes aware at any time that it or anyone involved in the Project has an actual, potential or apparent Conflict of Interest.
- PMI will pay instalments of the Grant at agreed intervals.
- Grantee's work product and deliverables must be its or its Project Partners' original work and must not infringe the rights of any third party. Intellectual property rights created by Grantee shall belong to it, but PMI and its affiliates shall have a worldwide, permanent, non-exclusive, transferable, irrevocable and fully-paid license (including the right to grant sub-licenses) to use, reproduce and publish these materials in any medium. PMI IMPACT makes Grants to advance the fight against illegal trade and related crimes. Grantee shall ensure that, to the extent possible, it shall make its Project's work product and other deliverables available to as wide an audience as possible in order to maximize the potential impact of the Project.
- Grantee must provide progress reports and a final report on its implementation of the Project.
- Grantee must keep accurate records identifying its receipt and expenditure of the Grant, and the Audit Firm and PMI shall have the right to inspect these records.
- Where Grantee is a Government Agency, Public International Organization or a Government-controlled Organization, in providing the Grant PMI does not expect any advantage in return and is not seeking to influence the award of business or other advantages to PMI or its affiliates. Grantee confirms that its acceptance of the Grant is not conditioned upon its conferring any improper benefit on PMI or its affiliates.
- Where Grantee is not a Government Agency, Public International Organization or a Government-controlled Organization, Grantee, its employees, senior executives and anyone else involved in the Project may not be a Government Official in a position to influence the award of business or other advantages to PMI or its affiliates.

- When making public its Project's work product or any deliverables, to be transparent about PMI's financial support of the Project, Grantee shall disclose the fact that the Project was funded by PMI IMPACT. Before Grantee makes any of its work product or deliverables public, PMI and Grantee shall agree on the precise language of disclosing PMI's financial support, ensuring that such language complies with applicable laws, PMI transparency and disclosure policies, and other applicable ethics rules.
- PMI may terminate the Grant Agreement if Grantee is in material breach of its terms and in certain cases require repayment of some or all of the Grant.
- Should Grantee make changes to the Project without PMI's prior written approval or spend the Grant otherwise than in line with the agreed budget, or if part or all of the Grant has not been spent when it should have been spent, PMI may withhold or reduce future Grant instalments and in certain cases also require repayment of Grant instalments already paid.
- PMI may also withhold any Grant instalment if it reasonably believes that Grantee has not complied with the terms of the Grant Agreement or if Grantee or anyone else involved in the Project has a Conflict of Interest.
- Grantee shall indemnify PMI in certain circumstances, for example against any claims arising from the negligent implementation of the Project or from Grantee's failure to pay its debts.

This is a summary of the key terms of a Grant Agreement. It is not a complete description of a Grant Agreement's terms.