



IDRC | CRDI

International Development Research Centre
Centre de recherches pour le développement international

08 October 2015

APNIC PTY LTD
P.O. BOX 3646, 6 CORDELIA STREET
SOUTH BRISBANE, QLD 4101
AUSTRALIA

Attention: PAUL WILSON, DIRECTOR GENERAL

Dear Sir:

Subject: The Alliance to Scale Digital Innovation and Entrepreneurship (Seed Alliance).
Centre File: 108044-001

On behalf of the International Development Research Centre (the Centre), a Crown Corporation of the Government of Canada, I am pleased to advise you that the Centre has approved a grant to your institution for the purpose of carrying out the Project entitled '*The Alliance to Scale Digital Innovation and Entrepreneurship (Seed Alliance)*'.

You will find enclosed two copies of a Grant Agreement. Would you kindly indicate your institution's acceptance of the grant and the grant conditions by having a duly authorized officer date and sign one copy of the Agreement on the signature page and return it to the attention of Aalia Khan, Grant Administrator.

To ensure smooth commencement of the project and transfer of grant funds, please follow carefully the instructions given in the Agreement, particularly with respect to banking information. Please be aware that failure to provide correct and complete information may result in payment processing delays.

At this time, may I express our pleasure in collaborating with your institution in this endeavour.

Yours sincerely,

Anindya Chatterjee
Regional Director, Asia Regional Office

Encls. RP/ak

c.c.: Responsible officer — Phet Sayo, Senior Program Officer, IDRC
Project Leader — Paul Wilson, Director General, APNIC

OTTAWA • CAIRO/LE CAIRE • MONTEVIDEO • NAIROBI • NEW DELHI

HEAD OFFICE / SIÈGE : 150 Kent Street / 150, rue Kent • PO Box / CP 8500 • Ottawa ON Canada K1G 3H9
Phone / Tél. : +1 613 236 6163 • Email / Courriel : info@idrc.ca / info@crdi.ca
idrc.ca | crdi.ca



Grant Agreement

Please find enclosed the Centre’s Grant Agreement. Before returning the Grant Agreement to the Centre, kindly ensure you have:

- READ CAREFULLY ALL SECTIONS;
- SIGNED THE GRANT AGREEMENT;
- COMPLETED THE SUPPLIER, TAX AND BANK INFORMATION FORM — FAILURE TO DO SO OR TO PROVIDE ACCURATE INFORMATION WILL RESULT IN GRANT PAYMENT DELAYS;
- ENSURED ALL TEAM MEMBERS, AS WELL AS YOUR FINANCIAL AND ADMINISTRATIVE STAFF, ARE INFORMED OF YOUR INSTITUTION’S OBLIGATIONS WITH RESPECT TO THIS GRANT AGREEMENT.

We thank you very much for your kind collaboration in providing all the requisite information.

Table of contents

<p>Part 1 – Specific Terms and Conditions of the Grant Agreement</p> <p>1. Project Objectives and Work</p> <p>2. Recipient</p> <p>3. Project Leader</p> <p>4. Contacts</p> <p>5. Term</p> <p>6. Country Approval</p> <p>7. Additional Conditions</p>	<p>Part 2 – General Terms and Conditions of the Grant Agreement</p> <p>A1. Definitions</p> <p>A2. Availability of Centre Funds</p> <p>A3. Diligence</p> <p>A4. No Legal Partnership</p> <p>A5. Limitation of Liability</p> <p>A6. Right of Deduction</p> <p>A7. Ethical Standards</p> <p>A8. Goods, Vehicles and Equipment</p> <p>A9. Dissemination of Results</p> <p>A10. Intellectual Property Rights</p> <p>A11. Disclaimers</p> <p>A12. Indemnification</p> <p>A13. Appearances in Recordings</p> <p>A14. Project Budget</p> <p>A15. Grant Administration</p> <p>A16. Payments and Financial Reports</p> <p>A17. Technical Reports</p> <p>A18. Allowable Expenses</p> <p>A19. Centre Review</p> <p>A20. Environment</p> <p>A21. Compliance with Anti-Terrorism Principles and Sanctions Regime</p> <p>A22. Anti-Corruption</p> <p>A23. Return of Centre Funds</p>	<p>A24. Visits to Project</p> <p>A25. Calls for Proposals</p> <p>A26. Compliance with National Laws</p> <p>A27. Governing Law and Arbitration</p> <p>A28. Sub-contractors</p> <p>A29. Non-Assignment</p> <p>A30. Notices</p> <p>A31. Non-Compliance and Termination</p> <p>A32. Compliance with Laws</p> <p>A33. Ceasing to Carry on Business, Bankruptcy, or Insolvency</p> <p>A34. Non-Waiver</p> <p>A35. Language</p> <p>A36. Amendment</p> <p>A37. Counterparts</p> <p>A38. Survival</p> <p>Part 3 – Schedule of Project Milestones</p> <p>Part 4 – Project Budget</p> <p>Part 5 –Supplier, Tax and Bank Information Form</p>
---	--	--

GA-07-2015E

Part 1
Specific Terms and Conditions of the Grant Agreement

Part 1
Specific Terms and Conditions of the Grant
Agreement

The International Development Research Centre (hereinafter called *the Centre*), a Crown Corporation of the Government of Canada, has approved a grant in an amount of up to 399,500 CAD to

APNIC PTY LTD.
Brisbane, Australia

(hereinafter referred to as *the Recipient*)

to enable the Recipient to undertake, in collaboration with Registro de Direcciones de Internet para América Latina y Caribe (LACNIC) and AFRINIC Ltd (AfrinIC), hereinafter referred to as the Collaborating Institutions, the project entitled, The Alliance to Scale Digital Innovation and Entrepreneurship (Seed Alliance) (hereinafter the Project) described in Section 1 of this Grant Agreement (hereinafter the Agreement).

The Recipient agrees that the payment of any funds under this Agreement is subject to its compliance with the conditions set out herein, including those in Parts 2, 3 and 4 — which form an integral part of this Agreement.

1. Project Objectives and Work

The overall objective of the Recipient in relation to the Project is to support digital innovations that solve development challenges in education, governance, health, environment and the economy.

The specific objectives of the Project are as follows:

Part 1
Specific Terms and Conditions of the Grant Agreement

- 1.1.** Catalyze digital innovations that show potential for solving development challenges through a competitive seed funding program
- 1.2.** Create business and social impact mentorship arrangements that will nurture entrepreneurial leaders to scale digital innovations
- 1.3.** Develop best practices for stimulating and scaling digital innovations to ensure they have impact

The overall objective and the specific objectives of the Recipient in relation of this Project shall be collectively referred to as the "Project Objectives". The Recipient shall be responsible for ensuring progress towards and achieving the Project Objectives.

2. Recipient

It is understood that all Centre Funds provided for the Project will be received and administered by the Recipient. The Recipient shall assume all the financial administration, reporting and other contractual obligations contained herein.

3. Project Leader

The Project will be led by Paul Wilson, Director General, an employee or otherwise authorized representative of the Recipient. The Recipient shall consult with the Centre before making any change in leadership. It is a condition of this Agreement that the Project Leader demonstrates the required scientific and administrative skills to pursue the objectives of this Agreement successfully.

4. Contacts

4.1. For the Centre

The technical aspects of the Work, conducted under this Agreement, will be monitored by Phet Sayo, Senior Program Officer. This designated representative will be in contact with the Project Leader (see Section 3). The Centre reserves the right to designate a new contact without amending this Agreement.

The administrative aspects of the Agreement will be under the responsibility of Aalia Khan, Grant Administrator.

The address of the above contact persons is

208 Jor Bagh
New Delhi 110003, India
Tel: +91-11-2461-9411/12/13

Part 1
Specific Terms and Conditions of the Grant Agreement

Fax: +91-11-2462-2707
E-mail: psayo@idrc.ca
akhan@idrc.ca

4.2. For the Recipient

PAUL WILSON
DIRECTOR GENERAL
APNIC PTY LTD
P.O. BOX 3646, 6 CORDELIA STREET
SOUTH BRISBANE, QLD 4101
AUSTRALIA
TEL: + 617 3858 3100
FAX: + 617 3858 3199
EMAIL: pwilson@apnic.net

The Recipient shall notify the Centre of any changes in contact information.

5. Term

The time for completion of the Work is 24 months from the Commencement Date (see definitions in Part 2) ("Grant Duration"). For the purpose of this Agreement, the Commencement Date shall be 01 November 2015, the Work Completion Date shall be 31 October 2017, the Contract Completion Date shall be 31 December 2017.

The Centre Funds will remain available to the Recipient during this period and subject to the terms and conditions of the Agreement. Expenses incurred by the Recipient outside the Grant Duration will not be accepted by the Centre.

6. Country Approval

No country clearance is required to provide funding to the Recipient. However, work will be conducted in various countries some of which might require specific clearance. The Recipient shall contact the Centre to obtain relevant country procedures before issuing subcontracts.

The Recipient shall obtain in writing, and shall ensure that Subcontractors obtain, all required permissions from the appropriate government authorities of the countries in which Work under the Project is being performed. The Recipient shall provide to the Centre copies of all such government permissions obtained.

The Recipient shall ensure that government permissions and clearances are obtained for each Subcontractor respectively before the Recipient releases any Centre funds to such Subcontractors.

Part 1
Specific Terms and Conditions of the Grant Agreement

7. Additional Conditions

ROLES AND RESPONSIBILITIES

The Recipient will be responsible for overall coordination and administration of various sub-projects including but not limited to the following duties:

- Conclude contracts with the relevant Sub-contractors and ensure that any resulting agreements with such institutions are consistent with the Recipient's obligations pursuant to this Agreement, including but not limited to ensuring that the Collaborating Institutions grant publication and dissemination rights to the Centre in relation to any of the Project Outputs
- Define detailed time lines, deliverables and milestones with the project leaders of all sub-projects
- Fund the sub-projects according to defined schedules/milestones
- Produce timely technical and financial reporting of the total project, including the sub-projects
- Monitor the execution of the sub-projects according to the contracts
- Identify and mitigate project risks

ADVISORY COMMITTEE

The Recipient shall facilitate the creation of a multi-disciplinary Advisory Committee that shall be comprised of persons nominated by APNIC Pty Ltd. or such other institution as may be agreed upon by the parties. This Advisory Committee's mandate will be to support, advise, question and challenge the Recipient's work in relation to the Project Objectives periodically over the course of the Project. The Recipient shall in turn seek to address the questions, concerns and recommendations of said Advisory Committee in meeting the Project Objectives.

The Centre's offer will expire **90 days** after the date of issue of this Agreement. If the Centre does not receive a signed copy of this Agreement within that time, the offer will be deemed to have expired, unless otherwise extended by the Centre in writing.

Part 1
Specific Terms and Conditions of the Grant Agreement

In witness thereof, the Recipient accepts the terms and conditions of this Agreement.



Signed on behalf of APNIC PTY LTD.

1 Nov 2015

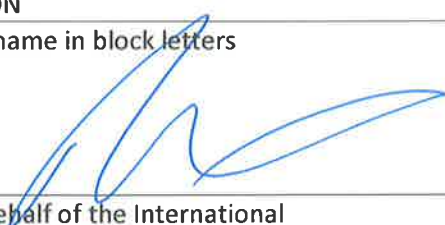
Date

PAUL WILSON

Signatory's name in block letters

DIRECTOR GENERAL

Signatory's title



Signed on behalf of the International
Development Research Centre

16 Oct 2015

Date

AK

ANINDYA CHATTERJEE

Signatory's name in block letters

REGIONAL DIRECTOR, ASIA
REGIONAL OFFICE

Signatory's title

Encl. Part 2 –Terms and Conditions of the Grant Agreement
 Part 3 – Schedule of Project Milestones
 Part 4 – Project Budget
 Part 5 – Supplier, Tax and Bank Information Form

RP/ak

Part 3

Schedule of Project Milestones

Milestone	Due Date	Submitted by	Centre Payment Amount
Commencement	Official Commencement Date (see Section 5)	n/a	n/a
Initial payment	Upon signature of this Agreement by the Recipient	n/a	126,400 CAD
Second payment	6 months after Commencement Date	n/a	126,400 CAD
First technical progress report, covering the first 12 months of Work ¹ , jointly prepared by Recipient and all collaborating institutions.	13 months after Commencement Date	Recipient to the Centre ²	n/a
First financial report, covering the first 12 months of Work as per the requirements of Section A16.	13 months after Commencement Date	Recipient (see Section 2)	n/a
Third payment by the Centre, following acceptance of first technical progress report and satisfactory financial report.	One month after receipt of satisfactory reports.	n/a	Yes ³
Fourth payment	18 months after Commencement Date	n/a	Yes ³
Final technical report ⁴ , jointly prepared by Recipient and all collaborating institutions.	On or before Work Completion Date (see Section 5)	Recipient to the Centre ²	n/a
Final financial report covering all funds expended on the Project, in the same form and including the details of the Budget as set forth in Part 4 – see Section A16)	On or no more than 30 days after the Work Completion Date (see Section 5).	Recipient (see Section 2)	n/a
Final payment by the Centre, following acceptance of the final technical report (including, among other things, the open access dissemination plan) and satisfactory final financial report.	30 days after receipt of satisfactory final reports (see Section 5)		27,965 CAD ⁵

Part 3

Schedule of Project Milestones

¹ The technical progress reports must contain sufficient information for Centre staff to determine the progress of the Project as well as its technical success. Guidelines for report preparation are available at the Centre's Web Site (<http://www.idrc.ca/admin>) or from the Centre's contact (see Section 4.1).

² All technical reports are to be prepared jointly by the Recipient and all Collaborating Institutions or as deemed acceptable by the Centre's contact (see Section 4.1).

³ The amount of these payments will be based upon an analysis by the Centre of the accounted expenditures as well as of the forecast submitted by the Recipient as identified in Section 2 of the Agreement. Refer to Section A16 for the reporting requirements and the frequency of payments. Advances of Centre Funds typically cover half a year's cash requirements.

In case of failure to submit the required reports on time, unless otherwise agreed by the Centre in writing, the Centre shall request a refund of the unspent portion of the grant for which there has been a failure to report.

⁴ The final technical report must contain sufficient information detailing the work accomplished — embodying research findings, project results and outcomes, any policy recommendations and an acceptable dissemination plan where dissemination did not take place within the scope of the project — in order to allow Centre staff to determine its technical success. Guidelines for report preparation are available at the Centre's web site (<http://www.idrc.ca/admin>) or from the Centre's contact (see Section 4.1).

⁵ The amount of the final payment indicated here is based upon the forecast of the initial grant budget. The actual amount will be such that the net grant amount administered by the Recipient will not be exceeded.

If the Recipient fails to submit any one of the above-mentioned final reports by the Contract Completion Date, the Centre may close the Project. In such an instance, the Centre shall withhold all future payments and will be entitled to the immediate return of any unspent and unaccounted funds.

Part 4 Project Budget

C1. Local and Parallel Contributions

The Recipient will contribute approximately 309,000 AUD to the Project.

The Recipient expects to receive additional grant and contribution from Swedish International Development Cooperation Agency (SIDA), for which the grant amount is not yet known. These funds, which will be used for the purposes of the Project, are not included in the Project budget of this Part. The Recipient will enter into agreement with the contributing agency to ensure that its contribution is made approximately as indicated. The Recipient shall notify the Centre of the signature of such agreement.

**Part 4
Project Budget**

Project No.	108044						
Activity No.	00000000						
Component No.	001	Seed Alliance: An Alliance to Scale Digital Innovation					
Recipient	APNIC Pty Ltd						
1 CAD =	0.9758	Année 1	Année 2	Année 3	Année 4	Année 5	
	Australian Dollar AUD	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Personnel		20,300	21,400	0	0	0	41,700
	Communications support	5,200	5,200				10,400
	Business, event, travel support	12,500	13,600				26,100
	Technical support	2,600	2,600				5,200
Consultants		10,000	0	0	0	0	10,000
	Consultancy fees to support online application and selection system design and maintenance	10,000					10,000
Evaluation		3,000	7,000	0	0	0	10,000
	Monitoring and evaluation (data analysis, statistics)	3,000	7,000				10,000
Travel (Staff) / Voyages (personnel)		4,996	0	0	0	0	4,996
	Travel for regional program coordinator for joint awards ceremony	4,996	0				4,996
Research Expenses / Frais de recherches		181,980	99,420	0	0	0	281,400
	Interregional grant to support current of former ISIF, FIRE and FRIDA recipient to apply	30,000					30,000
	Interregional exchanges among funding recipients	7,500	7,500				15,000
	Tools/fees to support Seed Alliance facilitation, data collection analysis, collaborative work, and reporting	5,000	5,000				10,000
	Support to regional program grants and awards pool	91,980	39,420				131,400
	Capacity building (training, mentoring) and networking fund for recipients	30,000	30,000				60,000
	Fundraising (resource mobilization)	7,500	7,500				15,000
	Communications products and media promotion	10,000	10,000				20,000
Indirect Costs / Frais Indirects		26,400	15,300	0	0	0	41,700
	Indirect costs fixed at 12 %	26,400	15,300	0	0	0	41,700
Total (RAP/PAB) in reporting currency		246,676	143,120	0	0	0	389,796
	The Centre's liability is limited to amounts quoted in Canadian Dollars.						
Total (RAP/PAB) in CAD		252,800	146,700	0	0	0	399,500

Part 5

Supplier, Tax and Bank Information Form

PLEASE COMPLETE THIS FORM AND RETURN WITH THE SIGNED GRANT AGREEMENT



OUTSIDE OF CANADA – SUPPLIER, TAX AND BANK INFORMATION FORM

New **Amendment**

Section 1: IDENTIFICATION				
Legal Name of Entity / Individual		Operating Name of Entity / Individual (if different from legal name)		
Street Address	City/Town	State/District/County	Country	Postal/ZIP Code
Telephone Number	Government Tax Identification Number	Email (for payment notification)		
Remittance Address (if different than above)				
Street Address	City/Town	State/District/County	Country	Postal/ZIP Code
Section 2: CANADIAN GOODS AND SERVICES TAX / HARMONIZED SALES TAX				
Are you a resident of Canada for Canadian Income Tax purposes? <input type="checkbox"/> No <input type="checkbox"/> Yes (if yes, please contact IDRC for a different form)				
Canadian GST/HST Number _____ RT _____ OR <input type="checkbox"/> Not Registered for Canadian GST/HST				
Section 3: BANK INFORMATION				
Bank Name		Account Number / CLABE (18 digits) / IBAN		
Street Address	City/Town	Bank Sort/Branch/ABA Code	Branch Name/Code	
State/District/County	Country	Postal/ZIP Code	BIC (Swift) Code - 8 or 11 characters	
Name of Bank Account Holder		Other country specific instructions (ex. National ID / IFSC number)		Account Currency
Section 4: AUTHORIZATION				
I, We, certify, as authorized officers, that the above information is correct and current				
Contracting Officer				
Print name:		Print Title:		
Signature		Date ____ DD / ____ MMM / ____ YYYY		
Financial Officer				
Print name and title:		Print title:		
Signature		Date ____ DD / ____ MMM / ____ YYYY		
FOR IDRC USE ONLY				
OSFI INDIVIDUAL <input type="checkbox"/> / ENTITY <input type="checkbox"/> RC <input type="checkbox"/>		Supplier Type <input type="checkbox"/> E <input type="checkbox"/> G <input type="checkbox"/> I <input type="checkbox"/> S		Currency of Contract
IDRC Administrative Contact (Name) _____ Date ____ DD / ____ MMM / ____ YYYY			Supplier Number	



International Development Research Centre
Centre de recherches pour le développement international

Notes on how to complete the IDRC Outside of Canada - Supplier, Tax and Bank Information form

To ensure that your payments are processed without delay, please follow the instructions below:

Section 1: Identification

- **Legal Name of Entity/Individual** - is your legal name (either as an individual or a corporate entity).
- **Operating Name of Entity / Individual (if different from legal name)** – for companies, this is name under which you or your business operates and the name to which payments are made.
- **Government Issued ID number** - include any other government issued **identification** numbers you may have.
- **Other information** – Include any other pertinent information.

Section 2: Canadian Goods and Services Tax/Harmonized Sales Tax

- **Canadian GST/HST number** – this is your 13 digit GST/HST number (if applicable).

Section 3: Bank information

- **Bank Name** is the name of your banking institution. e.g.: Citibank.
- **Account Number/CLABE/IBAN** must be clearly printed or typed
 - For Mexico (CLABE account number must be 18 digits). CLABE is composed of 3-digit sort code + 3-digit location + 11-digit account number + 1-digit check number
 - IBAN – International Bank Account number – *can be verified at: <http://www.tbq5-finance.org/ibancheck.shtml>*. IBAN code must be provided for all accounts held in a bank located in Europe or Tunisia. Many other countries also use IBAN code.
 - For accounts in XOF and XAF currency, an IBAN code (up to 24 characters) is required.
 - A 22 digit IBAN code or a 6 digit Sort Code is required for payments deposited into a bank located in Great Britain (England, Scotland and Wales). IBAN is preferred.
- **Branch Name** - is the name of your bank's branch. **Branch code** - is the unique number of the branch.
For payments to Kenya, Tanzania and Somalia, a bank branch code (up to 5 digits) is mandatory.
- **BIC (SWIFT Code)** this must be obtained from the banking institution. It is a unique **8 or 11 character identifier** and can be verified at: <http://www.swift.com/bsl/freequery.do>
- **Account Currency** is the supplier bank account currency.
- **Email address:** Include email address for contact purposes and remittance notifications
- **Other Country specific Instructions** are required to provide special information such as, but not limited to, the following:
 - An IFSC (Indian Financial System Code) is required for payments deposited in a bank located in India. A National ID number is also required.

Section 4: Authorization

- If the supplier is an individual, that person should complete the **Contracting Officer** section. If the supplier is an institution, two authorized officers must complete the form.