

CADFund SA FUNDING TERMS & CONDITIONS

www.cadfund.co.za

FUNDING AMOUNT: CADFund SA will pay the Recipient the total funding amount specified in the CADFund SA Funding Approval. CADFund SA's must approve in writing any Budget cost category change of more than 10%. Modifications greater than 10 percent of any budget line item in the most recently approved budget or incorporated requires prior written approval from the CADFund SA and must be indicated on submitted reports. Failure to obtain prior written approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from CADFund SA provided that such modification is indicated on submitted reports and that the total obligation of CADFund SA for all compensation and reimbursements to the Recipient shall not exceed the total obligation listed in the Funding Approval.

REPORTING & PAYMENT SCHEDULE: Payments are subject to The Recipient's compliance with this Agreement, including The Recipient's achievement, and CADFund SA's approval, of any applicable targets, milestones, and reporting deliverables required under this Agreement. CADFund SA may, in its reasonable discretion, modify payment dates or amounts and will notify the Recipient of any such changes in writing.

REPORTING: The Recipient will submit reports according to the Reporting & Payment Schedule using CADFund SA templates or forms, which CADFund SA will make available to the Recipient and which may be modified from time to time. For a progress or final report to be considered satisfactory, it must demonstrate meaningful progress against the targets or milestones for that investment period. If meaningful progress has not been made, the report should explain why not and what adjustments the Recipient are making to get back on track. Please notify CADFund SA Primary Contact if the Recipient need to add or modify any targets or milestones. CADFund SA must approve any such changes in writing. The Recipient agree to submit other reports CADFund SA may reasonably request.

PROJECT DESCRIPTION AND CHARITABLE PURPOSE: CADFund SA is awarding the Recipient the funding amount to carry out the project described in the Proposal Narrative and Results Framework and Tracker (collectively, "Project") in order to further the Funding Purpose. CADFund SA, in its discretion, may approve in writing any request by the Recipient to make non-material changes to the Proposal Narrative and/or Results Framework and Tracker.

USE OF FUNDS: The Recipient may not use funds provided under this Agreement ("Funds") for any purpose other than the Project. The Recipient may not use Funds to reimburse any expenses the Recipient incurred prior to the Start Date. At CADFund SA request, the Recipient will repay any portion of Funds and/or Income used or committed in material breach of this Agreement, as determined by CADFund SA in its discretion.

INVESTMENT OF FUNDS: The Recipient must invest Funds in highly liquid investments with the primary objective of preservation of principal (e.g., an interest-bearing account or a registered money market mutual fund) so that the Funds are available for the Project. Together with any progress or final reports required under this Agreement, The Recipient must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Funds (collectively, "Income"). Any Income must be used for the Project.

GLOBAL ACCESS COMMITMENT: The Recipient will conduct and manage the Project and the Funded Developments in a manner that ensures Global Access. The Recipient's Global Access commitments will survive the term of this Agreement. "Funded Developments" means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from the Project (including modifications, improvements, and further developments to Background Technology). "Background Technology" means any and all products, services, processes, technologies, materials, software, data, other innovations, and intellectual property created by the Recipient or a third party prior to or outside of the Project used as part of the Project. "Global Access" means: (a) the knowledge and information gained from the Project will be promptly and broadly disseminated; and (b) the Funded Developments will be made available and accessible at an affordable price (i) to people most in need within developing countries, or (ii) in support of The Recipient's Country's educational system and public libraries, as applicable to the Project.

PUBLICATION: Consistent with the Recipient's Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by CADFund SA, The Recipient will seek prompt Publication of any Funded Developments consisting of data and results. "Publication" means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by CADFund SA in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access.

If the Recipient seek Publication in a peer-reviewed journal, such Publication shall be under "open access" terms and conditions consistent with CADFund SA Open Access Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. The Recipient will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright (e.g., © 20<> <Name>).

INTELLECTUAL PROPERTY REPORTING: During the term of this Agreement and for 5 years after, The Recipient will submit upon request annual intellectual property reports relating to the Funded Developments, Background Technology, and any related agreements using CADFund SA templates or forms, which CADFund SA may modify from time to time.

SUBGRANTS AND SUBCONTRACTS: The Recipient have the exclusive right to select subgrantees and subcontractors to assist with the Project.

RESPONSIBILITY FOR OTHERS: The Recipient are responsible for all acts and omissions of any of the Recipient's trustees, directors, officers, employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of this Agreement.



ANTI-TERRORISM: The Recipient will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by SA laws related to combating terrorism; (b) with persons on the List of Specially Designated Nationals or entities owned or controlled by such persons; or (c) with countries against which South Africa maintains comprehensive or targeted sanctions, unless such activities are fully authorized by the South African government under applicable law and specifically approved by CADFund SA in its sole discretion.

ANTI-CORRUPTION AND ANTI-BRIBERY: The Recipient will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to CADFund SA or the Project, including by assisting any party to secure an improper advantage.

LOBBYING AND ELECTIONEERING PROHIBITION: The Recipient may not use Funds to influence the outcome of any election for public office or to carry on any voter registration drive. The Recipient acknowledges that CADFund SA has not earmarked Funds to support lobbying activities or to otherwise support attempts to influence legislation. The Recipient confirms that the Budget (or the combined project budget if there are multiple funders) accurately reflects that the Recipient will expend at least the amount of the Funds on (a) non-lobbying activities in the project year, or (b) for multiple year projects, the total non-lobbying portion of the project.

OTHER LOBBYING, GIFT, AND ETHICS RULES: The Recipient agrees to comply with any national, provincial, local, or other lobbying, gift, and ethics rules applicable to the Project. CADFund SA is not retaining or employing the Recipient to engage in lobbying activities.

PUBLICITY BY CADFund SA: CADFund SA may include information about the award of this funding, including the Recipient's name, in its periodic public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.

PUBLICITY BY THE RECIPIENT: The Recipient must obtain CADFund SA's prior written approval before: (a) issuing a press release or other public announcement regarding this funding; and (b) any other public use of CADFund SA's name or logo. Please email the Recipient's request to: <mailto:info@cadfund.co.za> two weeks in advance to provide CADFund SA an opportunity to review and comment.

PUBLICITY BY OTHERS: The Recipient and the Recipient's subgrantees, subcontractors, contingent workers, agents, or affiliates may not state or imply to third parties that CADFund SA directly funds or otherwise endorses their activities.

COMPLIANCE WITH LAWS: In carrying out the Project, The Recipient will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

RELIANCE: The Recipient acknowledges that CADFund SA is relying on the information the Recipient provides in reports and during the course of any due diligence conducted prior to the Start Date and during the term of this Agreement. The Recipient represents that CADFund SA may continue to rely on this information and on any additional information The Recipient provides regarding activities, progress, and Funded Developments.

TERM: This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. CADFund SA, in its discretion, may approve in writing any request by the Recipient for a no-cost extension, including amending the End Date and adjusting any affected reporting requirements.

TERMINATION: CADFund SA may modify, suspend, or discontinue any payment of Funds or terminate this Agreement if: (a) CADFund SA is not reasonably satisfied with the Recipient's progress on the Project; (b) there are significant changes to the Recipient's leadership or other factors that CADFund SA reasonably believes may threaten the Project's success; (c) there is a change in the Recipient's control; (d) there is a change in the Recipient's tax status; or (e) The Recipient fails to comply with this Agreement.

RETURN OF FUNDS: Any Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned promptly to CADFund SA, applied to another CADFund SA-funded project (current or under consideration), or applied to another mutually-agreed upon charitable purpose, as directed in writing by CADFund SA. Any Income that has not been used for, or committed to, the Project must be either applied to another CADFund SA-funded project (current or under consideration) or applied to another mutually-agreed upon charitable purpose, as directed in writing by CADFund SA.

RECORD KEEPING: The Recipient will maintain complete and accurate accounting records and copies of any reports submitted to CADFund SA relating to the Project. The Recipient will retain such records and reports for 4 years after Funds have been fully spent. At CADFund SA request, The Recipient will make such records and reports available to enable CADFund SA to monitor and evaluate how Funds have been used or committed.

SURVIVAL: A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.

ENTIRE AGREEMENT, CONFLICTS AND AMENDMENTS: This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. If there is a conflict between this Agreement and the Proposal Narrative, Results Framework and Tracker, or Budget, this Agreement will prevail. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

NOTICES AND APPROVALS: Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

SEVERABILITY: Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

ASSIGNMENT: The Recipient may not assign, or transfer by operation of law or court order, any of the Recipient's rights or obligations under this Agreement without CADFund SA prior written approval. This Agreement will bind and benefit any permitted successors and assigns.



COUNTERPARTS AND ELECTRONIC SIGNATURES: Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by email, fax, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

GLOBAL ACCESS MILESTONES: [Included if CADFund SA requires that Global Access commitments be further defined.] To further define The Recipient's Global Access commitments, The Recipient are required to complete a Global Access Strategy and any other Global Access activities and documentation listed in the Reporting & Payment Schedule. The Global Access Strategy should address the following concepts with respect to all Funded Developments: (a) identification of Background Technology at the outset of the Project and any Funded Developments created during the Project and specific strategies to ensure access to such Funded Developments and Background Technology; (b) agreements and/or procedures for transfers of materials and data among Project Collaborators or third parties relevant to the Project; (c) reporting processes for the creation of Funded Developments to both the Project management team and to CADFund SA as well as the publishing and dissemination of the knowledge and information gained from the Project; (d) strategies to secure, manage and allocate intellectual property rights associated with the Funded Developments or Background Technology in a way that ensures Global Access while providing incentives for future potential private sector participation; and (e) anticipated development, commercialization and sustainability strategies during and after the Project to ensure that Global Access can be met.

The Recipient may not materially change the plans and strategies contained in any Global Access documents after they have been approved by CADFund SA without CADFund SA prior written approval. The Recipient will provide CADFund SA with updates to the Global Access Strategy during each year of the Project describing any new or modified approaches with respect to Funded Developments and Background Technology, and related agreements, taking into account any new product, technology, and commercialization developments and/or market information. "Global Access Strategy" means a written document, subject to CADFund SA's approval, describing how The Recipient intend to achieve Global Access given the particular circumstances of the Project. "Project Collaborators" means all current and future subgrantees, subcontractors, partners, agents, affiliates, or other parties who provide any input to the Project.

GLOBAL ACCESS COMMITMENT AGREEMENT: [Included if CADFund SA requires a Global Access Commitment Agreement.] In order to further define The Recipient's Global Access commitments, The Recipient may not materially change the plans and strategies contained in any Global Access Commitments Agreement without CADFund SA's prior written approval. Upon request of CADFund SA, The Recipient will provide CADFund SA with progress updates evidencing the progress to attain The Recipient's Global Access Commitments.

HUMANITARIAN LICENSE: [Included if CADFund SA requires a license to Funded Developments in order to further Global Access.] Subject to applicable laws and for the purpose of achieving Global Access, The Recipient fund CADFund SA a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, sublicensable license to make, use, sell, offer to sell, import, distribute, copy, create derivative works, publicly perform, and display Funded Developments and Essential Background Technology. "Essential Background Technology" means Background Technology that is: (a) owned, controlled, or developed by the Recipient, or in-licensed with the right to sublicense; and (b) either incorporated into a Funded Development or reasonably required to exercise the license to a Funded Development. The Recipient confirm that the Recipient have retained sufficient rights in the Funded Developments and Essential Background Technology to grant this license. The Recipient must ensure this license survives the assignment or transfer of Funded Developments or Essential Background Technology. On request, The Recipient must promptly make available the Funded Developments and Essential Background Technology to CADFund SA for use solely under this license. If The Recipient demonstrate to the satisfaction of CADFund SA that Global Access can best be achieved without this license, CADFund SA and the Recipient will make good faith efforts to modify or terminate this license, as appropriate.

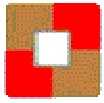
COMPLIANCE WITH REQUIREMENTS: The Recipient will conduct, control, manage, and monitor the Project in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable international, national, provincial, local, institutional, and school district or school network standards ("Requirements"). The Recipient will obtain and maintain all necessary approvals, consents, and reviews before conducting the applicable activity. As a part of the Recipient's annual progress report to CADFund SA, The Recipient must report whether the Project activities were conducted in compliance with all Requirements. If the Project involves: any protected information (including personally identifiable, protected health, or third-party confidential), The Recipient will not disclose this information to CADFund SA without obtaining CADFund SA's prior written approval and all necessary consents to disclose such information; and/or children, students, or vulnerable subjects, The Recipient will obtain any necessary consents and approvals unique to these subjects.

Any activities by CADFund SA in reviewing documents and providing input or funding does not modify the Recipient's responsibility for determining and complying with all Requirements for the Project.

INDEMNIFICATION: [Included in all Global Health, Global Development, Global Growth & Opportunity, and Executive Office funds.] If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("Indemnified Activities"), The Recipient will indemnify, defend, and hold harmless CADFund SA and its trustees, employees, and agents ("Indemnified Parties") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising out of or relating to the acts or omissions, actual or alleged, of the Recipient or the Recipient's employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. The Recipient agree that any activities by CADFund SA in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive CADFund SA 's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim. The Recipient's indemnification obligations are limited to the extent permitted or precluded under applicable Federal laws, Nothing in this Agreement will constitute an express or implied waiver of The Recipient's governmental and sovereign immunities, if any.

INSURANCE: [Included in all Global Health, Global Development, Global Growth & Opportunity, and Executive Office funds.] The Recipient will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. The Recipient will ensure the Recipient's subgrantees and subcontractors maintain insurance coverage consistent with this section.

MONITORING, REVIEW, AND AUDIT: CADFund SA may monitor and review the Recipient's use of the Funds, performance of the Project, and compliance with this Agreement, which may include onsite visits to assess the Recipient's organization's governance, management and operations, discuss the Recipient's program and finances, and review relevant financial and other records and materials. In addition CADFund SA may conduct audits, including onsite audits, at any time during the term of this Agreement, and within four years after Funds have been fully spent. Any onsite visit or audit shall be conducted at CADFund SA expense, following prior written notice, during normal business hours, and no more than once during any 12-month period.



中非发展基金
CHINA-AFRICA DEVELOPMENT FUND

INTERNAL OR THIRD PARTY AUDIT: If during the term of this Agreement the Recipient are audited by the Recipient's internal audit department or by a third party, The Recipient will provide the audit report to CADFund SA upon request, including the management letter and a detailed plan for remedying any deficiencies observed ("Remediation Plan "). The Remediation Plan must include (a) details of actions the Recipient will take to correct any deficiencies observed, and (b) target dates for successful completion of the actions to correct the deficiencies.

LEGAL ENTITY AND AUTHORITY: The Recipient confirm that: (a) The Recipient are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which The Recipient are organized or formed; (b) The Recipient are an individual (i.e., a natural person) (e.g., a sole proprietor or sole-owner entity); (c) The Recipient have the right to enter into and fully perform this Agreement; and (d) The Recipient's performance will not violate any agreement or obligation between the Recipient and any third party. The Recipient will inform CADFund SA immediately if any of this change during the term of this Agreement.