

**Private Enterprise Development in Low-Income Countries (PEDL)  
Exploratory Research Grant**

**Project Title**

**Contract Number: PEDL\_LOA\_ref number\_name**

## Definitions

CEPR's Conflict of Interest Policy: means CEPR's Conflict of Interest Policy found here: <https://cepr.org/content/conflict-interest-policy>.

CEPR's Fraud, Bribery and Corruption Policy: means CEPR's Fraud, Bribery and Corruption Policy found here: <https://cepr.org/content/fraud-bribery-corruption>.

CEPR's Privacy Policy: means CEPR's Privacy Policy found here: <https://cepr.org/content/privacy-policy-0>.

Conflict of Interest: definition stated in CEPR's Conflict of Interest Policy.

Contract/Agreement: this document, which is the binding agreement between the Contractor and Contractee consisting of all schedules, deliverables, timings, payments and any other terms and conditions specified by the Contractor.

Contractee: the individual with whom the Contractor enters into the Contract.

Contractor: the Centre for Economic Policy Research (CEPR).

Equipment: means tools needed for data collection, including tablets, stationary and printing if not already available to the Contractee from other sources. It is expected that researchers will provide their own IT equipment such as tablets, mobile phones, laptops and computers for the duration of the project. In exceptional circumstances, these can be included in the budget but strong justification will need to be provided.

*Force Majeure*: means any unforeseeable and exceptional situation or event beyond the control of the Contractee and Contractor which prevents either of them from performing any of their obligations under the Contract; that was not due to error or negligence on their part; and that could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

Malicious Software: commonly known as malware, is any software that brings harm to a computer system. Malware can be in the form of worms, viruses, trojans, spyware, adware and rootkits etc., which steal protected data, delete documents or add software not approved by a user.

PEDL Budget Guidelines for Exploratory Grants: means the most recent version of the PEDL Budget Guidelines for Exploratory Grants found on the PEDL website.

PEDL Code of Conduct for Researchers: means the Code of Conduct for Researchers found on the PEDL website: <https://pedl.cepr.org/sites/default/files/Code%20of%20Conduct%20for%20Researchers.pdf>.

Project: the research that the Contractor will fund and the Contractee will undertake during the course of the Contract.

R4D: means Research for Development Outputs, the platform where outputs from DFID's funded research projects and programmes are available: <https://www.gov.uk/dfid-research-outputs>.

Scientific Committee: means the group of individuals responsible for overseeing and managing PEDL, and make decision regarding the progress of Contractee's Projects. The Committee is chaired by Chris Woodruff, Scientific Co-ordinator.

Value for Money (VfM): means maximising the impact of each pound spent to improve the lives of those in low-income countries. It does not simply mean minimising costs but making judgements about expected impact compared to the required cost. VfM considerations will be applied to any transfer of funds and budget iterations by the Contractee.

## Contract

The Centre for Economic Policy Research (CEPR), established at 33 Great Sutton Street, London, EC1V 0DX, United Kingdom (hereafter 'the Contractor'),

and

[Contractee name and registered address] (hereafter 'the Contractee')

have agreed to the following terms and conditions within the context of the research programme 'Private Enterprise Development in Low-Income Countries' (PEDL), which is a joint initiative between the Contractor and the Department for International Development (DFID).

**Article 1:** The Contractor agrees to finance the research by [Contractee name (institution)] on the topic "[Project title]" ('the Project') in the context of the Private Enterprise Development in Low-Income Countries (PEDL) project. [Co-Investigator name (institution)] shall also participate in the research as Co-Investigator(s). A description of the project activities is included in Annex I, which forms the basis of this Agreement.

**Article 2:** This Agreement shall come into force on [date], and the total duration of project activities shall not exceed 12 months beyond this date.

**The project start date for this Agreement is [date] and the end date is [date].**

Any request for extension to the duration of project activities beyond the 12 month-period will be forwarded to the Scientific Committee for approval, and must be supported by scientific justification. Any such extension is allowed at the Scientific Committee's discretion and is therefore not guaranteed.

**Article 3:** The Contractor agrees to award the Contractee a research grant amounting to the UK Sterling amount £money (IN WORDS – USE CAPITALS pounds) based on the budget included in Annex II of this Agreement.

The Contractee agrees to be paid according to the following schedule:

- the first instalment for the first six months from the project start date to be paid no later than two months after signature of this agreement corresponding to 40% of the total sum;
- the second instalment to be paid after delivery of the interim report (at 7 months) corresponding to 40% of the total sum;
- the remaining balance of up to 20% of the total sum shall be paid upon receipt of the final report and based on evidence of actual costs incurred provided in the final financial report to be submitted according to the schedule

in Article 5. This final instalment will be paid no later than two months after the submission of the final report.

The Contractor reserves the right to modify the payment schedule, according to the project's requirements. The maximum financial contribution shall not exceed the amount specified in Article 3 and the final payment will be based on total actual expenditure by the Contractee at the end of the Project.

**Article 4:** The Contractor reserves the right to withhold funds or request that funds are reimbursed, should the funds disbursed exceed the actual expenditure. The Contractor reserves the right to withhold payment if receipts are not provided or if the Contractee does not provide adequate proof of expenditure.

**Article 5:** The Contractee agrees to submit the following deliverables:

- an interim report covering the first six months of the project ("first period") to be submitted by the end of month 7 – **insert date**. The report will include a narrative description of activities to date; a description of planned activities for the second six month-period ("second period"); and a financial report comprising a full analysis of all costs incurred in the first period and projected expenditure for the second period. These should be submitted together with copies of all invoices and receipts related to expenditure incurred in the first period; Annex III shows the financial report template that will be sent to the Contractee one month before the deadline;
- a detailed final report by the project end date as set out in Article 2 to be submitted by the end of month 13 – **insert date**. The final report will include a narrative description of the activities undertaken in the second period, a draft research note and a financial report comprising a full analysis of all costs incurred in both the first and second periods. These should be submitted together with copies of all invoices and receipts related to expenditure incurred in the second period;
- a final paper and links to, and copies of, working papers and datasets and any revised versions when they become available.

All currency conversions in financial reports must be done using Bank of England conversion rates. The exchange rate of the day the cost was incurred (i.e. the date on your receipts) should be used. Alternatively, the exchange rate of the final working day of the interim period may be used.

The Contractee agrees to submit the above deliverables on the deadline set by the Contractor. Any delays must be agreed in advance with the Contractor as soon as they become apparent and no later than 2 weeks before a reporting deadline. An extension may be granted at the discretion of the Contractor. The Contractor reserves the right to demand repayment of all funds paid to the Contractee if deliverables are not received within reasonable timeframes.

**Article 6:** The funds should only be expended in the amounts, and for the purposes, itemised in Annex II to this Agreement. For any deviation of more than 20% from the approved budget set out in Annex II the Contractee must submit a formal request to

the Contractor. This formal request must include a narrative description of the proposed changes.

**Article 7:** 'Value for Money' (VfM) is a very important criterion in PEDL projects. In this respect, the Contractee would be expected to be able to explain and justify all costs in terms of why they are considered to be 'best value' and to explain the process by which they have arrived at that conclusion. We would also expect the Contractee to pass on their understanding of VfM to any partners which may be involved in the project, and to undertake the same level of scrutiny with regard to the partners' justification and explanation of costs.

**Article 8:** The Contractee should retain all original invoices and receipts pertaining to the project for the duration of the grant and for six years thereafter in compliance with UK legislation.

The Contractee should also permit unrestricted access to the Contractor upon request and reasonable notice to look at and copy any relevant documentation pertaining to the project that the Contractor may require.

Where the Contractee is a legal entity and not a legal person, the Contractee should provide the Contractor with a copy of its annual audited accounts that demonstrates and records the use of funds relating to the Project. Should this not be possible to demonstrate via the audited accounts, a letter from the organisation's independent auditor must be provided by the Contractor that verifies the income and expenditure incurred against the Project for each financial year in which the Project falls.

The costs of any external audit will be borne by the Contractor.

**Article 9:** Changes to the project implementation plan must be agreed in advance with the Contractor. Delays must be discussed with the Contractor as soon as they become apparent and no later than 8 weeks before a reporting deadline. However, where extenuating circumstances beyond the control of the Contractee have led to delays in the project implementation plan, the Contractor should be notified by the Contractee in the first instance and an extension will be granted at the discretion of the Scientific Committee.

**Article 10:** The Contractor must be informed of any changes to the Contractee's contact details, including email addresses, during the contract period and six years thereafter.

**Article 11:** DFID is committed to strengthening demand for knowledge and improving access to research information. A copy of DFID's Open Access policy will be provided to grant holders under the PEDL project. Grant holders are required to adopt the policy and to maximise the use of open access publication wherever possible.

Given the quality of the research funded, the Contractee is expected to submit articles to internationally recognised journals in their area of expertise. All peer-reviewed journal articles arising from the project should be open access. The Contractee should contact the PEDL Research Officer should any costs be incurred in this process.

DFID also requires grant holders under the PEDL project to:

- Archive quantitative and qualitative data sets, resulting from the research it funds, with appropriate data archiving repositories at the earliest opportunity
- Submit datasets to CEPR
- Retain the raw datasets for a minimum of five years
- Deposit the metadata on the R4D section of DFID's website via CEPR
- Deposit reports and other written material in R4D via CEPR

DFID and the Contractor will jointly monitor the extent of open access publication as part of project monitoring. Grant holders are required to create an Access and Data Management Plan for their project, a template for which is provided in the DFID Open Access Policy.

**Article 12:** The Contractee shall retain all rights to the work produced under this Agreement. Upon production of any such work, the Contractee shall automatically grant the Contractor an irrevocable, worldwide, royalty-free, non-exclusive licence to use, reproduce, publish or re-publish, or otherwise disseminate such copyrighted work. The Contractor shall credit the Contractee's authorship on all copies of the works that are disseminated. In view of the support provided, the Contractee shall also acknowledge the financial assistance received in the publication of their research.

Any publication that results from the project shall contain the following acknowledgement:

"This document is an output from the research initiative 'Private Enterprise Development in Low-Income Countries' (PEDL), a programme funded jointly by the by the Centre for Economic Policy Research (CEPR) and the Department for International Development (DFID), contract reference **PEDL\_LOA\_REF\_NAME**. The views expressed are not necessarily those of CEPR or DFID."

**Article 13:** The Contractee should agree the content of any media statements, if required, with the Contractor and/or DFID prior to publication.

The use of the PEDL, CEPR or DFID logos must be agreed with the Contractor and DFID on a case-by-case basis.

**Article 14:** The Contractee will adhere to the terms of the "PEDL Code of Conduct for Researchers". Ethical issues relating to the research project, as defined in the

“PEDL Code of Conduct for Researchers”, must be clearly identified. Approval to undertake the research must be sought before any work requiring ethical approval commences.

**Article 15:** The Contractee shall take appropriate steps to ensure that the Contractee is not placed in a position where there is or may be an actual or potential conflict between the financial or personal interests of the Contractee and the duties owed to the Contractor and the PEDL Programme under the provisions of the Contract. The Contractee will notify the Contractor without delay, giving full particulars of any such conflict of interest that may arise.

The Contractee will also abide by the principles and guidelines stipulated in “CEPR’s Conflict of Interest Policy”.

The Contractor reserves the right to terminate the Contract immediately by notice in writing and/or to take or require the Contractor to take such other steps it deems necessary where, in the reasonable opinion of the Contractor, there is or may be an actual or a potential conflict between the financial or personal interests of the Contractee and the duties owed to the Contractor and the PEDL Programme under the provisions of the Contract.

**Article 16:** The Contractee shall, as an enduring obligation throughout the Contract, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software.

Malicious Software, commonly known as malware, is any software that brings harm to a computer system. Malware can be in the form of worms, viruses, trojans, spyware, adware and rootkits, etc., which steal protected data, delete documents or add software not approved by a user. If Malicious Software is found, the Contractee shall endeavour to reduce its effect and restore the provision of Services to their desired operating efficiency.

**Article 17:** The Contractee will adhere to the terms of CEPR’s “Fraud, Bribery and Corruption Policy”.

Where, after the award of the Contract, the Contractee is proven to be involved in fraudulent activities, the Contractor may refuse to make payments, may recover amounts already paid or may terminate the contract, in proportion to the irregularities of fraud.

DFID and CEPR have a zero-tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds. In the event of any credible indications that PEDL funds may have been subject to fraud, DFID, may, at any time during the period of this contract and up to five years thereafter, arrange for additional fraud investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by DFID, or any of its duly authorised representatives.



**Article 18:** Consistent with numerous United Nations Security Council resolutions, the Contractee and Contractor are firmly committed to the international fight against terrorism. The Contractee will ensure that none of the funds committed will be used to provide support to individuals or entities associated with terrorism.

**Article 19:** The Contractee confirms that it:

- will provide a safe and trusted environment which safeguards anyone with whom the Contractee has contact with, including beneficiaries, staff and volunteers;
- will promote an organisation culture that prioritises safeguarding to ensure it is safe for those affected to come forward, and to report incidents and concerns with the assurance that they will be handled sensitively and properly;
- has adequate safeguarding policies, procedures and measures to protect beneficiaries, staff and any volunteers and that these are shared and understood;
- has absolute clarity as to how incidents and allegations will be handled should they arise, including reporting to the relevant authorities and to the Contractor.

At time of signing this Contract, the Contractor confirms it has not been required to report any such incidents to any relevant authorities. However, should any future concerns arise, the Contractee will be immediately reported to the relevant authorities by the Contractor, with due diligence.

**Article 20:** *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract; that was not due to error or negligence on their part or on the part of a subcontractor; and that could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

Should the Consortium or the Contractor be faced with force majeure, they shall notify the other party without delay by registered letter stating the nature, likely duration and foreseeable effects.

Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractee is unable to perform his contractual obligations owing to force majeure, it shall have the right to remuneration only for tasks actually executed.

**Article 21:** In the case of non-execution of the research programme or non-performance by the Contractee of his/her obligations, the Contractor reserves the right to demand repayment of all funds paid to the Contractee.

**Article 22:** Funds shall be transferred in UK Sterling. The Contractor is not responsible for any loss incurred through fluctuations in exchange rates and/or any transaction fees incurred by the Contractee.

**Article 23:** The Contractor is permitted to publish financial data related to the grant on the International Aid Transparency Initiative website. Data will include the amount transferred to the Contractee and the date of the transfer. No personal information such as the name of the grantee, grant number and contact details will be included. More information can be found here: <https://www.iatiregistry.org/>

**Article 24:** When processing personal data, the Contractor complies with all applicable United Kingdom Data Protection Laws and the CEPR Privacy Policy.

The personal data the Contractor collects will be used for grant management purposes only. The Contractor will not disclose the Contractee's personal data to third parties, unless:

- It is due to a lawful request under United Kingdom law e.g. a court order;
- It is to protect the Contractor or enforce our rights in the event of a dispute or security breach.

**Article 25:** Any breach of contract, including adherence to deadlines, may affect the ability of the Contractee to apply for future PEDL funding.

**Article 26:** Termination of the Agreement.

Contractee's initiative: the Contractee shall be entitled to request the termination of the contract by serving notice in written form to the Contractor.

The request for termination must include:

- the reason for requesting the termination;
- the proposed date of termination.

Contractor's initiative: the Contractor may terminate the contract in the following cases:

- when the Contractee does not accede to the contract;
- when the Contractee has contravened fundamental ethical principles;
- in case of non-performance of the work stipulated in the contract;
- when the stipulated reports and deliverables have not been submitted to the Contractor;
- for contravening the financial regulations in the contract.

Termination of the Contract shall be notified to the Contractee and shall take effect on the date indicated in the notification.

**Article 27:** If a dispute should arise during the course of this Agreement between the Contractor and the Contractee, all parties should resolve to settle the dispute amicably. If this fails, the dispute will be settled according to the laws of England and Wales.

For the Contractor

For the Contractee

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Tessa Ogden  
Chief Executive Officer  
CEPR

Date:

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Contractee name  
Title  
Organisation

Date:


Annex I

**Abstract**

Annex II

**Budget**

**Interim Financial Report**

 <p><b>Private Enterprise Development in Low-Income Countries</b></p> <p><b>Exploratory Grants: Budget Template for Interim Report</b></p> <p><i>Please provide a detailed breakdown of costs incurred in the first reporting period of the project.</i></p> <p><b>Project Title:</b> _____</p> <p><b>Principal Investigator Name:</b> _____</p>							
Category	Description of Item	Total budget	Actual Expenditure during reporting period in local currency*	On-the-day exchange rate**	Actual Expenditure during reporting period in GBP	Projections	Balance
Data Acquisition							
<i>Sub-total</i>							
Travel							
<i>Sub-total</i>							
Research Stipend							
<i>Sub-total</i>							
Research Assistance							
<i>Sub-total</i>							
Other							
<i>Sub-total</i>							
<i>Total</i>							
<p><b>FINANCIAL REPORT:</b> Please complete the budget template and send it to the PEDL Team via email with your narrative report. The financial report should include actual expenditure for the period in question, and planned expenditures for the next reporting period. Deviations of more than 20% of the original budget in the contract should be explained in the "Cost Notes" section of the Interim Report Template.</p> <p>*This needs to correlate to receipts                  **To calculate the actual expenditure from local currency into Pound Sterling, please use the exchange rate of the day the cost was incurred (i.e. the date on the receipt) or the exchange rate on the last day of the reporting period. To find the correct exchange rate, please use <a href="http://www.oanda.com/currency/converter/">http://www.oanda.com/currency/converter/</a></p> <p><small>Private Enterprise Development in Low-Income Countries is a joint research initiative of the Centre for Economic Policy Research (CEPR) and the Department for International Development (DFID).</small></p>							