

Project Grant Contract

Project Title	Strengthening Ear and Hearing Care (EHC) Services in Ethiopia
Project Number	4257-MYP
Project Start Date	1/1/2022
Project End Date	12/31/2024
Project Volume	Maximum total amount of 1,140,595.87 € only, as outlined in the Cost Plan

The contracting parties are

St. Paul's Hospital Millennium Medical College (SPHMMC)

P.O Box 1271 Swaziland Street

1110 / Addis Ababa / Ethiopia

hereinafter referred to as "**Partner**" and represented by

Dr. Sisay Sirgu

P.O Box 1271 Swaziland Street

1110 / Addis Ababa / Ethiopia

and

CBM Christoffel-Blindenmission Christian Blind Mission e.V.

Stubenwald-Allee 5

64625 Bensheim Germany

hereinafter referred to as "**CBM**" and represented by its
Executive Management (Vorstand)

Part I

In consideration of the financial and administrative support to be provided by CBM and the Project work to be carried out by the Partner, and the mutual agreements contained in this Contract, the contracting parties agree by signing this Contract to be bound by the conditions of this Contract.

The contracting Parties agree to:

- carry-out the Project named on the cover page of this Project Contract.
 - reach the jointly agreed results of the Project, by undertaking the defined activities which are measured by specified indicators as written down in the Project Plan consisting of Cost Plan, Log Frame, Activity Schedule.
 - as applicable, use their joint efforts to comply with any third party requirements and/or contractual conditions to be met under this Agreement. These may include (but are not limited to) CBM donors (private or institutional), other NGOs supporting CBM, local government requirements, etc.
1. The start date of this Contract as well as the estimated end date of this Contract is determined on the cover page of this Contract.
 2. The planned funds available for this Project comprise a maximum total amount as determined on the cover page of this Contract.
 3. Some Clauses of this Contract or its General Terms and Conditions may be valid beyond the end date specified in Clause 1.1. This is explicitly mentioned, where applicable.
 4. The Contract may be subject to change by CBM. Any amendments to this Project Contract will come into force automatically 14 days after notice of a change in terms or funding is sent from CBM to the Partner provided the Partner does not communicate any objections to the amendments within this timeframe. The amendments will become a binding and integral part of this Project Contract. Any amendments, as well as any objections of the Partner to respective amendments, need to be in writing.
 5. CBM provides the Partner with the expected budget support as specified in the Cost Plan provided that the planned funds are available at CBM.
 6. CBM transfers the funds as planned to the agreed bank account(s).
 7. The Partner uses CBM's budget support efficiently and economically.
 8. The Partner has to inform CBM as soon as possible about any changes to the Project Plan as well as any change, which may impact the jointly agreed results of the approved Project – regardless of the dimension of the respective impact.

14. General Terms and Conditions:

Attached to this Contract are CBM's General Terms and Conditions for Project Grant Contracts which form an integral part of this Contract. With its signature, the Partner explicitly confirms the inclusion of these General Terms and Conditions exclusively, as attached in Part V as Annex 1 in this Contract. They shall apply to this Contract as if they were set out in this herein. The Parties agree that any other General Terms and Conditions are deemed null and void and shall not be applicable for this Contract.

15. Governing Law and Jurisdiction:

This Project Contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany without regard to its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit) without recourse to the ordinary courts of law. The place of arbitration is Frankfurt/Main, Germany. The number of arbitrators is three. The language of the arbitral proceedings is English, provided, however, that written evidence may be submitted in either the English or German language.

16. Invalidity:

If any provision of this Project Contract should be or become wholly or partially void, ineffective or unenforceable, the validity, effectiveness and enforceability of the other provisions of this Project Contract shall not be affected thereby. Any such void, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the void, ineffective or unenforceable provision as regards subjectp matter, extent, time, place and scope. It is the express intent of the Parties that the validity and enforceability of all other provisions of this Contract shall be maintained and that this section shall not merely result in a reversal of the burden of proof. The aforesaid shall apply with the necessary modifications to any gap in this Contract.

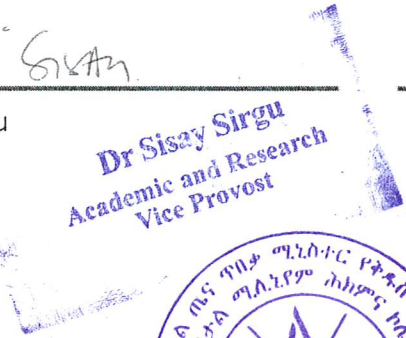
Part IV

Signatures (two copies, one for each party):

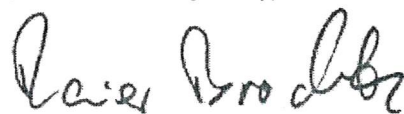
For the Partner:
(authorised signatory)



Dr. Sisay Sirgu
Academic &
Research Vice
Provost

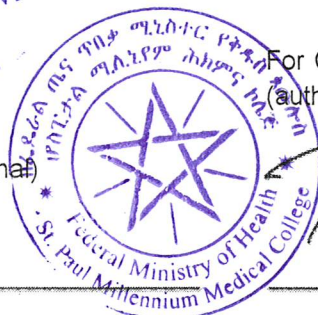

Dr Sisay Sirgu
Academic and Research
Vice Provost

For CBM:
(authorised signatory)

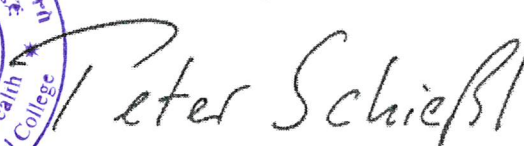


Dr. Rainer Brockhaus
Executive Management

For the Partner:
(second signatory, optional)



For CBM:
(authorised signatory)



Dr. Peter Schießl
Executive Management

Name of second signatory Partner
Function of 2nd signatory

For the Project:
(only, if applicable)



Bensheim, 12/21/2021
Place, date, stamp

Part V:

List of Annexes:

- Annex 1 General Terms and Conditions
- Annex 2 Cost plan
- Annex 3 Log Frame
- Annex 4 Activity Schedule
- Annex 5 Project Reporting Schedule

Module I: Accounting, Documentation and Financial Data

The Partner

1. ensures that records and accounts relevant to the CBM financial support are available upon CBM's request, and contain current information and documentation which comprise as a minimum:

1.1 the original signed version of this Project Contract, its attachments, and all revisions thereof.

1.2 vouchers evidencing the receipt of all remittances, cash or any other form of credit to the project account.

1.3 payment vouchers, clearly showing the name of the payee, the amount, the purpose and date of the disbursement, evidencing all payments made and with all pertinent supporting documentation attached including delivery notes.

1.4 original bank account statements.

1.5 ledgers or books of accounts posting all transactions and corresponding verifications.

1.6 employment contracts, job descriptions and all payroll records.

1.7 service contracts and Terms of Reference for consultancies and services.

1.8 other income (locally generated or through other donor organisations).

1.9 inventory lists.

1.10 internal and external audit reports.

2. maintains proper Project accounts clearly recording income and expenditures (all eligible project costs) of the CBM budget support either through separate bookkeeping for the Project or by using a separate project code in addition to the normal budget line code for every transaction.

3. maintains an adequate and orderly accounting system and applies segregation of duties between personnel or other mitigating controls between transaction processing, authorisation, custody, and the recording functions of the Project.

4. maintains information, documentation and data, including financial information, collected as part of the Project implementation, in writing, for a minimum of 10 years after the Project ended and ensures availability to CBM's authorised personnel for inspection upon request.

Module III: Bank Details

CBM

1. specifies in Part III of this Project Contract the details of the bank account(s) to which CBM funds will be transferred. Usually, this will be bank account(s) of the Partner. The(se) bank account(s) must be in the name of the registered legal entity or a subsidiary of the partner, cannot be a private (individual) person's account(s) and must be used solely for the project of this Project Contract only.

The Partner

2. ensures that all payments and withdrawals from the specified bank account(s) shall be signed by two authorised joint signatories.

3. informs CBM immediately about any changes or additions to the bank account details of the designated bank account(s) specified in Part III of this Project Contract by issuing the Bank Details form and providing a bank statement as verification.

Module V: Contractual Relationship of the Parties

The Parties

1. will not be held liable for any commitments entered by the other with any third party relating to the implementation of the Project.
2. maintain confidentiality and will not disclose any confidential matters, information or documents, which may be provided or made available to each other as part of this Project Contract even after the Project Contract has ended.
 - 2.1. confidential information includes any of the Partner's information that is not known generally to the public: including but not limited to lists of supporters, personnel files, computer records, financial data, descriptions of processes and procedures, research plans, and computer systems.
 - 2.2. CBM reserves the right to disclose any Project related information regarding the Project to its Donors for their information and use, as far as they are involved in the Project or claim a legitimate interest in the demanded information.
3. observe good security practices and keep proprietary and confidential information secure from visitors and all other persons who do not have a legitimate reason to see or use such information.
4. The Partner is acting as an independent Partner with respect to the activities and shall exercise control, supervision, management and direction as to the method and manner of performing the activities in accordance with this Project Contract.
 - 4.1 It is expressly understood that the Partner is an independent Partner and that neither the Partner nor anyone employed by the Partner shall be deemed for any purpose to be an employee, agent, shareholder, servant or representative of CBM
 - 4.2 Accordingly, where by operation of law CBM or one of its Donors is treated as the employer or otherwise assumes employment-related liabilities in relation to a person employed, or previously employed or engaged by the Partner in relation to the activities, or any claim is made to that effect, the Partner shall indemnify and keep indemnified CBM and its Donors at all times from and against all costs, claims, expenses and other liabilities incurred by CBM and its Donors arising in respect of or in connection with the contract of employment of any such person, including, all employment costs and costs relating to the termination of the employment of any such person and any other cost or liability arising from the alleged or actual application of the relevant law

Module VII: Legal Compliance

The Parties

1. recognise that religious and political beliefs and ideas must be voluntary and not imposed and that agreed activities shall not be used to impose religious and political beliefs.
2. shall disclose any third-party transactions affecting this Project Contract, and declare a conflict of interest, and shall not participate in any discussions or decision-making, where an employee (in a governance or advisory role) can make, or influence, decisions which directly or indirectly result in material or personal gain to self, family, friend, or associate.
3. maintain the right to privacy of personal data and ensure that data is kept anonymous during any data collection process.

The Partner warrants

4. that neither the Partner nor any of the Partner's employees or subcontractors included in this Project have knowingly been convicted by a court of law or are currently under sanction for an offence involving bribery, money laundering, terrorism, child abuse, human trafficking or corruption imposed by a financial institution, government, or a donor of development assistance.
5. that none of the funds or assets provided under this Project are made available or used directly or indirectly to provide support to individuals, groups or entities associated with terrorism including those named on the following sanction lists as updated from time to time kept by: The EU, Germany, UK, UN, USA and the project country.

The Partner also warrants that neither the Partner nor any of the Partner's employees or subcontractors included in this Project are sanctioned or listed on above mentioned sanction lists. The Partner does recognize that CBM does not intend to support in any way persons or organisations that are listed on these lists.

unwelcome, unsolicited and unreciprocated, sexual advance, request for sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that has or that might reasonably be expected or be perceived to offend, humiliate or intimidate another person. Sexual exploitation is understood as any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. The term "sexual abuse" refers to the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. This definition includes sexual relations with a child, defined as a "human being below the age of eighteen years" in the Convention on the Rights of the Child, and applies regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence. Any public allegation involving staff or governors of the partner, or any allegations against CBM staff, volunteers, representatives or visitors must be notified without delay to CBM following agreed protocols and maintaining appropriate confidentiality.

7. must report all safety, security and reputational (damage) incidents (within 24 hours) to the relevant CBM contact. The Partner will provide to the relevant CBM contact all significant changes in the security environment in the geographical area(s) where projects are implemented or in areas where staff might be traveling. The Partner supports and undertakes a security risk assessment during the project planning phase in areas where this may be required.

8 informs all the Partner's staff and the staff of any subcontractor, too, about the various possibilities to report any suspected, witnessed or disclosed incidents to CBM. **Reporting mechanisms are available to everyone on CBM's website:** <https://www.cbm.org/about-cbm/reporting-channels-and-safeguarding/>

8.1 Anyone can report a safeguarding incident to CBM. Suspected, witnessed or disclosed incident may be reported by first writing an email to **safeguarding(at)cbm(dot)org** to begin the safeguarding process.

8.2 If there is a need to remain anonymous, then anyone may report the safeguarding incident through the **CBM's whistle-blower system**.

8.3 When serious issues arise, CBM staff, partners and people CBM works with have recourse to the CBM's whistle-blower system, which is an anonymous mechanism for reporting unacceptable conduct.

8.4 The diversion of resources or misuse of power for personal gain compromises CBM's core values and our accountability towards our beneficiaries, their communities and our donors around the world. CBM does not accept - nor tolerate - corruption or fraud. Anonymous reporting is available on CBM's website:

<https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=3cbm16&c=-1&language=eng>

9. contributes to clarification of suspected cases regarding any issues referred to in this Module VIII or in Module VII.

Module X: Reporting

The Partner and CBM monitor the Project's progress as a continuous process throughout the implementation period.

CBM

1. provides the Partner automatically or upon request to CBM with all necessary standard CBM reporting templates and relevant documents as well as guidance on how to use these.

The Partner

2. provides CBM at the minimum with the following documents and standard reports according to the CBM templates:

Report	submission dates	Additional remarks
Acknowledgment of Receipt of Funds	not later than 14 days upon receipt of funds	
Quarterly Financial Project Progress Report	<ul style="list-style-type: none">per March 31st until April 15thper June 30th until July 15thper Sep. 30th until Oct. 15thper Dec. 31st until Jan. 31st	<p>Includes updated</p> <ul style="list-style-type: none">Finance ReportFunds for next periodList of ExpendituresIndicator Tracking Sheet
Semi-Annual Narrative Report	<ul style="list-style-type: none">Report Jan 1st to June 30th until July 15thReport Jan 1st to Dec. 31st until Jan. 31st	<p>Includes updated</p> <ul style="list-style-type: none">Partner Assessment Action PlanProject Risk Register <p>Submission dates irrespective of project start date</p>
Financial Year-End Closing Report	<ul style="list-style-type: none">Report Jan 1st to Dec. 31st until March 31st	<p>When annual funding is above 100k EUR: An Audit Certificate signed by an independent certified auditor is mandatory</p>

Module XI: Evaluation

1. CBM and the Partner agree on the need for the evaluation of a Project according to CBM's evaluation standards and criteria, and/or specific donor standards.
2. Evaluations are primarily conducted to observe results of the project to ensure accountability, sustainability and learning.
3. Evaluations shall be part of the Project Plan and shall take place at pre-defined periods.

The Parties

4. commit to objectivity, quality & accuracy, utility, participation & ownership, ethics, credibility, transparency, cost effectiveness, impartiality and independence of the evaluation.
- 5.. jointly develop the Terms of Reference for the evaluation.
6. provide data and information on the project for the purpose of the evaluation, support the logistics and implementation of an evaluation, and agree to distribute results, recommendations and lessons learned from the evaluation to stakeholders as defined in the Terms of Reference.

The Partner

7. shall fill a Management Response in which actions following the recommendations are defined. It shall provide a record of activities planned and actually done in response to evaluations.

Module XIII: Termination, Suspension and Withholding of Transfer of Funds – (Repayment)

1. The Partner or CBM may terminate this Project Contract with or without cause, in writing, upon giving 90 days written notice to the contact person, as designated by this Project Contract (as amended from time to time), for the other party.
2. CBM reserves the right, in cases of severe breaches of the provisions and conditions of this Project Contract, to terminate with cause, in writing, to be effective immediately, without giving a 90 days written notice to the Partner contact person.
3. This Project Contract is subject to immediate termination according to Clause 2 of Module XIII if:
 - 3.1. either party materially breaches the conditions of this Project Contract or
 - 3.2. either party refuses to undertake the responsibilities as agreed in this Project Contract (Sections 2-7), or
 - 3.3. there is an unforeseen contingency, or force majeure which prevents or frustrates the required performance of obligations, as per Module VI of this Project Contract, see above, or
 - 3.4. CBM decides that the Partner or any of its employees is involved in any kind of unacceptable act or behaviour (violating one or more Clauses of the Modules of this Project Contract), especially in regard to safeguarding, sexual exploitation or abuse, or
4. CBM, at its sole discretion, reserves the right to terminate the Project Contract with immediate effect, if:
 - 4.1 a Donor of CBM demands CBM to terminate the Project or the Project Contract with the Partner – regardless of the reasons the respective Donor may have for such a demand, or
 - 4.2 planned funds for the respective Project, in whole or in part, are no longer available for any reason (for example a respective Donor terminates its Donor Agreement with CBM).
5. In the event of termination of the Project Contract, the Partner shall not use the name or logo of CBM, except per written specific permission by CBM, and the licence granted in Section 6 of this Project Contract is revoked upon termination. Any unauthorised use of CBM's name and logo or other CBM branding materials by the Partner shall be subject to a claim for damages and for injunctive relief.
6. The Party receiving a notice of termination will immediately take all necessary steps to terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

Module XIV: Visibility/Public Relations (PR)

CBM

1. makes available to the Partner the CBM Brand Guidelines and the CBM Brand Guidelines for use with Partners.
2. provides PR and media materials and advice to the Partner as CBM deems necessary and appropriate to create visibility for the Project.
3. provides information about planned CBM PR/resource gathering/donor visits to the Project usually with at least 3 to 4 weeks' notice.
4. may request reports from the Partner for public relations or fundraising purposes, such as human-interest stories, photographs, etc. (CBM will usually provide technical support to the Partner as appropriate to produce these materials). All people being asked to provide consent shall be informed that participation in any media or research activity is voluntary and that they are allowed to decline participation at any time without negative consequences – see CBM's CHILDREN AND ADULTS-AT-RISK Safeguarding Policy, "Research, media and communications".

The Partner

5. is hereby given the right to use the CBM name and logo for the sole purpose of this Project Contract and exclusively for the duration of the contract, as set in section 1 above.
6. CBM will ensure that relevant publications are developed following accessibility guidelines and will provide support to partners as needed.
7. gives visibility (as per the CBM Brand Guidelines for use with Partners) to the Partnership with CBM in the form of (accessible) signboards, publications, stickers on equipment and other appropriate measures providing the local security situation allows it.
8. remedies any misuse of the CBM name and logo within thirty days after receiving written notice from CBM. Otherwise, such misuse shall be considered as a material breach of this Project Contract and may lead to its immediate termination.
9. facilitates visits by CBM for purposes of increasing visibility and fundraising. Such visits will be organised by the relevant CBM Country or Regional Office in consultation with the Partner as described in section 6.3.