

Section 2. Terms of Agreement

Section 2 contains 20 clauses (I to XX).

I. Working Language of APN

APN operates in the English language.

II. Contract Documentation

The Contract Documentation consists of three (3) parts that should be read carefully before signing. These are:

- Part 1. Contract of a Project/Activity Funded by APN
- Part 2. The Proposal
- Part 3. Regulations and Supplementary Documentation

III. APN Grant

1. The APN Grant awarded is based on the approval of the APN Inter-Governmental Meeting (IGM) and further negotiations between the APN Secretariat and the Project Leader before a Contract is signed.
2. In the event that any portion of the APN Grant is unspent after all project activities are completed, the Project Leader and Authorised Representative of the Grantee must arrange for the unspent funds to be returned to APN within 30 days of receipt of an APN invoice for the return of said funds.

IV. Remittance of APN Grant

APN Grant can only be remitted upon receipt of an invoice prepared by the Grantee. This invoice must be an original invoice, a template for which is provided by APN, and printed on the official letterhead of the said organisation.

It is the sole responsibility of the Project Leader to ensure, in advance of any remittance, that the bank of the Grantee is able to receive an electronic remittance from APN in US Dollars. APN cannot make remittances to bank accounts whose holders/beneficiaries are private persons.

APN does not make split remittances to Collaborators' institutions. Any split remittances are the sole responsibility of the Project Leader under the supervision of the Authorised Representative of the Grantee.

Any transfer of funds to a Collaborator must be made to the bank account of the Collaborator's institution and cannot be remitted to a private account.

If any portion of APN Grant is remitted to a project/activity Collaborator's institution, the Project Leader and Authorised Representative of the Grantee must ensure proper management by the Collaborator and his/her institution. In particular, they must ensure that:

- the funds are only used for activities outlined in **Part 2.** attached to the Contract Documentation;
- the Collaborator and his/her institution comply with **Part 3., Section 3. Financial Regulations** attached to the Contract Documentation; and
- the Collaborator and his/her institution submit a Financial Report to the Project Leader, together with supporting documents, in line with **Part 3., Section 4. Regulations and Templates for Financial Report** attached to the Contract Documentation.

V. APN Grant Instalments

The APN Grant disbursed by APN Secretariat will be remitted in two instalments. The first instalment will be 80% of APN Grant, remitted upon receipt of an invoice as detailed under **IV. Remittance of APN Grant.** The final remittance of **UP TO 20%** of APN Grant, depending on the **actual expenditure** after the conclusion of the project/activity, will be made by APN Secretariat when all of the mandatory requirements under **VII. APN Reporting Requirements** have been received and reviewed to the satisfaction of APN, and a second invoice for the outstanding amount has been submitted to APN Secretariat. **This means some advance financial resources by the Grantee may be needed.**

APN Secretariat will notify the Project Leader and Grantee when the first instalment of 80% of APN Grant has been processed. **The Project Leader or Authorised Representative of the Grantee must confirm** by returning an official receipt/acknowledgement when the remittance has been received. The official receipt/acknowledgement **must clearly state** the amount received and, where applicable, the exchange rate used and the date when APN Grant was received.

VI. Official Term of the Contract

New Single Year (NSY) project/activity: A Contract will be drawn for 12 months and the Project Leader will have a full 12 months to conduct and complete all work under a project/activity. The official starting date is the date on which the Director of APN Secretariat signs the Contract.

New and Continuing Multi Year (NMY and CMY) project/activity: A Contract will be drawn annually for a minimum 12-month period. Continuation of a project/activity after each 12-month period is decided based on sufficient progress against the original objectives of the project/activity during the official term of the Contract. After all reporting requirements of the Contract are fulfilled by the Project Leader and approved by APN, a subsequent Contract for the next 12-month period (minimum) will be drawn commencing on the day immediately following the end date of the official term of the present Contract.

Any unspent funds from any contractual period cannot be rolled over into a subsequent contractual grant period and unspent funds shall be returned to APN according to 2 of III. APN Grant.

VII. APN Reporting Requirements

The **professional quality and content** of reports submitted by the Project Leader of a project/activity is of **KEY IMPORTANCE**. During the term of the Contract, APN Secretariat will ask the Project Leader to complete the following requirements:

A. Mandatory Submission

The following **seven** mandatory requirements must be submitted to APN:

1. **Project Summary Report** (maximum 500 words) for APN annual peer-reviewed Science Bulletin.
2. **Annual Progress Report** (for continuing multi-year project/activity only).
3. **Self-Evaluation Project Review Questionnaire** (applicable for one-year project/activity and multi-year project/activity in its final year) is due for submission one month before the official end of the Contract.
4. **Final Technical/Activity Report** (applicable for single-year project/activity and multi-year project/activity in its final year) is due for submission **one month after the end of the official term of the Contract**. The Final Technical/Activity Report must be submitted in both **printed** and **electronic** copies to APN Secretariat. If a project/activity provided a fellowship, the fellow must write a summary of achievements that must be included in the Final Technical/Activity Report.
5. **Knowledge Factsheet:** A one-page factsheet on the project/activity, to be submitted after project completion.
6. **Peer-Review Feature Article:** A full article for APN Science Bulletin that will be peer-reviewed by the Science Bulletin Editorial Board, to be submitted after project completion.
7. **Financial Report is due within two months after the end of the official term of the Contract (earliest submission is appreciated).** Financial Report must be submitted in

both **printed** and **electronic** copies to APN Secretariat¹.

APN Secretariat will provide, in due course, detailed information as to the format and quantity for all mandatory requirements above as relevant to the project/activity and their timelines.

B. Submission upon Request

Upon request by APN Secretariat, the following must also be submitted:

1. Project update for APN website;
2. Minimum of one (1) printed copy and one (1) electronic copy (in PDF format) of all publications resulting from a project/activity (e.g. workshop reports, digital media (CD/DVD/USB Stick), conference proceedings, peer-reviewed publications, etc.);
3. Poster for project/activity dissemination (if appropriate to the project/activity); and
4. Full contact details of all researchers, collaborators and/or trainees engaged in the project/activity.

The final remittance of **UP TO 20%** of APN Grant, as stated in **V. APN Grant Instalments**, will be made when all of the mandatory requirements outlined above have been received and reviewed to the satisfaction of APN. If a Project Leader does not comply with the dates for mandatory submission, APN Secretariat will send two reminders: the first 30 days after the stipulated deadline of the mandatory submission; the second 60 days after the stipulated deadline of the mandatory submission. If there is no response from the Project Leader after the end of the 60-day period, APN will invoke its Suspension/Termination Policy (see **Part 3, Section 6. Suspension/Termination Policy and Procedures of Projects/Activities**).

VIII. Project/Activity Evaluation

Following completion of a project/activity, a performance review will be undertaken based on the Final Technical/Activity Report, Peer-Review Feature Article and the Self-Evaluation Project Review Questionnaire submitted as outlined in **VII. APN Reporting Requirements**.

IX. Visits to Review Project Accomplishments

APN has the right, at all reasonable times, to make site visits to review project/activity accomplishments, APN Grant administration and management, and to provide technical assistance, as required.

¹ It is crucial that all expenses necessary for the conduct of a project/activity are within the duration of the official Term of the Contract. Supporting documents, such as receipts, invoices, etc. of the Financial Report must not bear dates that are later than the end date of the Contract.

X. Project/Activity Changes

APN Secretariat must be informed, in writing, in the case of any major changes to the project/activity, particularly in the performance of the project/activity against the original objectives and timeline, budget rearrangements/alterations, and subsequent approval from APN Secretariat must be sought.

In the event that the Project Leader (i) changes his/her position within the organisation, which may affect the leadership of the Project, or (ii) moves to another organisation, APN Secretariat must be informed **at least** one month prior to such changes.

If APN Secretariat is not informed of the aforementioned changes, APN reserves the right to invoke its Suspension/Termination Policy (see **Part 3., Section 6. Suspension/Termination Policy and Procedures of Projects/Activities**).

XI. Project/Activity Extension

The Project Leader must request a **No-cost Extension** if it is clear that during the official term of the Contract a project/activity will not meet the objectives outlined in **Part 2**. This extension must be requested at least **one (1) month** before the end of the official term of the Contract. A project/activity extension, if granted, will have a **maximum duration of six (6) months beyond the official term of the Contract**. Basic guidelines for a project/activity extension are available from APN Secretariat. The Project Leader should be aware that a No-cost Extension will **not** be automatically approved and the project/activity will be subject to rigorous review before any No-cost Extension is agreed.

In exceptional cases, upon receipt of an official request in writing that has been signed by both the Project Leader and Authorised Representative of the Grantee, APN may approve a second No-cost Extension of a maximum duration of six (6) months beyond the official end of the first No-cost Extension. The official request of a **second No-cost Extension** must be submitted at least **one (1) month** before the end of the first No-cost Extension, in writing, to APN Secretariat with a detailed explanation. The Project Leader and the Authorised Representative of the Grantee must be aware that a second No-cost Extension will not be approved automatically, and the project/activity will be subject to rigorous review before any second No-cost Extension is approved.

APN does not allow a third No-cost Extension.

If the Project Leader does not apply for a No-cost Extension by the deadline outlined above, the project/activity is expected to be completed on time, including submission of all mandatory requirements stipulated in **A of VII. APN Reporting Requirements**. Delayed requests for No-cost Extensions will not be accepted under any circumstances.

XII. Future Proposal Submission

The Project Leader is **not eligible** to submit a new proposal under any APN Calls for Proposals while currently leading a project/activity under a Contract with APN. APN **encourages** the Project Leader to submit a proposal to APN after the end of the official term of the Contract. Should a future proposal be submitted, funding is not guaranteed.

XIII. Suspension/Termination of Project/Activity

A project/activity may be suspended or terminated in any of the situations outlined in **Part 3., Section 6. Suspension/Termination Policy and Procedures of Projects/Activities**, where full details on implementation are described.

XIV. Ownership of Purchased Equipment

The ownership of any equipment purchased with an APN Grant (as agreed in advance of signing the Contract) will be decided after the completion of the project/activity. The decision will be conveyed to the Project Leader following a review of the project/activity as stated in **VIII. Project/Activity Evaluation**. Equipment purchase using funds from an APN Grant must be made by the Project Leader's organisation and/or Collaborator's institution. **No private/personal purchases can be made with funds from an APN Grant.**

XV. Closure of Project/Activity in its Final Year

A project/activity is considered closed when APN Secretariat issues an official notification of closure to the Project Leader, Authorised Representative of the Grantee, Collaborators and APN Members. An official notification of closure will be provided after:

1. the Grantee submits a confirmation receipt of the final remittance made by APN;
2. APN submits a confirmation receipt of the return of unspent funds from the Grantee;
or
3. a project/activity is terminated (**refer to XIII. Suspension/Termination of Project/Activity**).

XVI. APN Recognition

The publication and presentation of **any** materials, such as **peer-reviewed journal publications, posters, proceedings, workshop presentations**, etc., that is the result of receiving APN funding² under any of the activities outlined in **Part 2**. must give full recognition to APN. Acceptable recognition can be in the form of a written acknowledgement of APN and the display of APN logo (available from APN Secretariat or

² Regardless of whether the activities outlined in the proposal attached to the Contract are partially or fully funded by APN; and regardless of whether funding is received directly or indirectly from APN.

<http://www.apn-gcr.org/download-apn-logo/>), as appropriate. The full title of APN is “Asia-Pacific Network for Global Change Research” and should be quoted in all acknowledgements. The Project Leader is strongly encouraged to produce peer-reviewed publications and, should a peer-reviewed paper be written and accepted for publication, a reference to the contribution from APN **must** be made.

Any publication that has resulted from a project/activity and is published after project/activity completion must be informed to APN Secretariat with full details of the publication and a citation. This information will be added to APN’s E-Library.

The Project Leader is encouraged to develop a project website for dissemination of information and networking. When a project website is created, or in the case where the organisation of the Project Leader operates a website, a link to APN website must be established and APN must be acknowledged as a financial supporter of the project/activity.

XVII. Data Sharing and Data Management

APN is increasingly funding projects and activities that develop and deploy new systems that collect increasing amounts of data for research. Therefore, APN aims to ensure that all data that is generated using APN Grant is shared with science, policy, end-user and other relevant communities in a timely manner. APN strongly believes that significant results of the research it sponsors should be submitted promptly for publication to assure that the widest possible scientific community is able to benefit from this research. In line with this policy, APN considers it essential for scientists worldwide to be able to utilise the project/activity data for their future research. To this end **Part 3., Section 5. Data Sharing and Data Management Policy** aims to encourage open access to and/or sharing of data, and to strengthen data distribution (hubs, portals, etc.).

XVIII. APN Networking

The Project Leader must inform his/her APN national Focal Point (nFP) and Scientific Planning Group (SPG) Member of the country where he/she is undertaking a project/activity funded by APN. The contact details of Members are available in the “About” section of APN website: <http://www.apn-gcr.org/>. This correspondence is to be copied to APN Secretariat.

XIX. Liability for Death, Injury or Damage

APN shall not be liable for the death or injury of any person, or damage to any property arising out of the conduct of the project/activity except to the extent such death, injury or damage results from APN’s acts or omissions.

XX. Changes in APN Reporting and Regulations

Any special terms and conditions, and any subsequent changes in APN reporting procedures and/or regulations will be notified to the Project Leader and Authorised Representative of the Grantee three months prior to the effective date. Upon notification, the Project Leader, Authorised Representative of the Grantee and Collaborators must follow the updated information from the effective date stipulated.