



3. APN 2012 Terms of Agreement

(As of 26st April 2012)

I. Sections of the Contract

This Contract consists of seven (7) main sections as listed below, all of which should be read carefully before signing:

1. Contract of a Project/Activity funded by the APN:
 - a. Project/Activity, Contractor, Grantee and Term of the Contract;
 - b. APN Grant;
 - c. APN Grant Instalments;
 - d. Contractual Requirements;
 - e. Accounting Procedures and Conflict of Interest;
 - f. Visits to Review Project/Activity Accomplishments; and
 - g. Contract Declaration;
2. The final version of the APN Proposal that includes the fully detailed cost estimate (a budget) and timeline for the project/activity;
3. APN 2012 Terms of Agreement;
4. APN 2012 Financial Regulations;
5. APN Regulation and templates for Financial Reports of APN Funded Projects and Activities in Fiscal Year 2012;
6. APN Institutional Policy on Data Sharing and Data Management; and
7. Suspension/Termination Policy and Procedures for APN Funded Projects and Activities.

II. APN Grant

- 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 the Contract is signed.
- The Project Leader and Grantee organisation/institution must note that remittance of the first instalment of the APN Grant is subject to the availability of the funds that the APN receives from its stakeholders.
- In the event that any portion of the transferred APN Grant is unspent after all project activities are completed, the Project Leader and Grantee must arrange for the unspent funds to be returned to the APN.

III. Remittance of APN Grant

Please note that the APN Grant can only be remitted upon receipt of an invoice prepared by the Grantee organisation/institution. This invoice must be an original invoice and printed

on the official letterhead of the said organisation/institution. The template of the invoice will be made available in electronic format.

It is the sole responsibility of the Project Leader to ensure, in advance of any remittance, that the bank of the Grantee organisation/institution is able to receive electronic remittance of the APN Grant in US Dollars. Please also note that generally the APN Secretariat cannot make any remittances to bank accounts whose holders/beneficiaries are private persons.

APN does not make any split remittances towards collaborators institutions. However, if split remittances are deemed necessary, then the project leader must submit a clear and convincing letter of justification to the APN that is also signed by the Authorized Representative of the Grantee.

IV. APN Grant Instalments

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

The APN Secretariat will notify the Project Leader and Grantee organisation/institution when the first instalment of 80% of the APN Grant has been processed. The project leader or Authorized Representative of the Grantee organisation/institution must confirm by returning an official receipt/acknowledgement when the remittance has been safely received.

V. Official Term of the Contract

Single-year activities: In the case of a single year project/activity, generally, a Contract will be drawn for a 12-month duration, and the Project Leader will have a full 12 months to conduct and complete all project activities. The official starting date of the Contract is the date on which the Director of the APN Secretariat signs the Contract.

Multi-year activities: In the case of a multi-year project/activity, generally, a Contract will be drawn for a 12-month duration for each respective year of the project. However, for the purpose of closing the financial books, including preparing and submitting the Financial Report to the APN Secretariat, the Project Leader will be given one additional month (refer

to “**VI. APN Reporting Requirements, (i) Mandatory Submission, Financial Report**”¹. ”

After all reporting requirements of the present Contract are fulfilled by the Project Leader and approved by the APN Secretariat, a subsequent Contract for the next 12-month period will be drawn commencing on the day immediately following the end date of the official term of the present Contract.

In the event that the Director of the APN Secretariat signs a subsequent Contract on a date later than the start date of the subsequent contractual 12-month period, a No-cost Extension equivalent to the duration of the time lag, **which must not, under any circumstances, exceed 2 months**, will be automatically approved. This is to ensure that all activities are covered by a contractual agreement, while also allowing sufficient time for financial reporting (by the Project Leader) and administrative work (by the APN Secretariat). The actual duration of any No-cost Extension drawn under these circumstances will be fixed by the APN Secretariat and will be based on the date that the APN Secretariat accepts and approves the reports submitted by the Project Leader under “**VI. APN Reporting Requirements (i) Mandatory Submission, Financial Report.**”

The right of the Project Leader to request a No-cost Extension under “**XI. Project/Activity Extension**” remains unaffected.

VI. APN Reporting Requirements

The **professional quality** and content of reports, in both soft and hard formats, submitted by the Project Leader of an APN-funded project/activity is of **KEY IMPORTANCE**. During the term of the present Contract, the APN Secretariat will ask the Project Leader to complete the following reports:

(i) Mandatory Submission

The following mandatory reports must be submitted to the APN:

- **Interim Report** (approximately 1,000 words) for APN in-house publication.
Deadline: Friday, 11 January 2013
- **Annual Progress Report** (for continuing multi-year projects/activities only).
Deadline: Friday, 08 February 2013
- **Final Technical/Activity Report** (applicable for one-year projects/activities and multi-year projects/activities in their final year) is due for submission **one month before the official end of the official term of the present Contract**. The Final Activity Reports must be submitted as both printed and electronic copies to APN Secretariat.
- **Financial Report** is due for submission **within 30 days after the end of the**

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.

official term of the present Contract. The Financial Reports must be submitted as both printed and electronic copies to APN Secretariat.

- **Self-Evaluation Project Review Questionnaire** (applicable for one-year projects/activities and multi-year projects/activities in their final year) is due for submission one month before the official end of the contract.

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

(ii) Submission upon Request

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

- An article for the APN Newsletter;
- Minimum of two (2) hard copies and one (1) electronic copy (in PDF format) of all publications resulting from the APN-funded activity (e.g. Workshop Reports, CD-ROMS, Conference Proceedings, Peer Reviewed Publications, etc.); and
- Poster for project/activity dissemination (if appropriate to the project/activity).

The final remittance of **UP TO 20%** of the APN Grant, as stated in “**IV. APN Grant Instalments,**” will only be made when all of the mandatory documentation outlined above has been received and reviewed to the satisfaction of the APN Secretariat.

VII. 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 the final project proposal attached to the present Contract, must duly give full recognition to the APN. Acceptable recognition can be in the form of a written acknowledgement of the APN and the display of the APN Logo in 300 dpi resolution (available from the APN Secretariat or the APN website), as appropriate. Please also note that the full title of the 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 the APN **must** be made.

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

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

VIII. Data Sharing and Data Management

As the APN becomes increasingly involved in the funding of projects that develop and deploy new systems that collect increasing amounts of data providing needed input to research, the APN aims to ensure that all data that is generated using APN funds is shared with the scientific and policy-making communities in a timely manner. The APN 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. As a corollary to this policy, the APN considers that it is essential for scientists worldwide to be able to consider these results in the light of the data that has served as the basis for these results.

To this end, the attached document "**6. Institutional Policy on Data Sharing and Data management**" aims to encourage open access to and/or sharing of data and to strengthen data distribution (hubs, portals, etc.) and overcome, as far as possible, existing limitations on the availability of and access to data.

IX. APN Networking

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

X. Project/Activity Changes

The 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, and/or in the relationship between the Grantee organisation and the Project Leader, and subsequent approval from the APN Secretariat must be sought.

In the event that the APN Secretariat is not informed of the aforementioned changes, it reserves the right to request **the return of all or part of the remitted APN funds**. The Project Leader and Grantee will also be asked **to sign a disclaimer for the second instalment** of the APN Grant.

XI. Project/Activity Extension

If it is clear that a project/activity will not meet the objectives as formulated in the final version of the proposal attached to the present Contract for which the APN Grant was awarded for the period of the official term of the present Contract, the Project Leader must

request a **No-cost Extension**. This extension must be requested at least **three (3) months** before the official term end of the present Contract. Project extensions, if granted, will have **a maximum duration of six (6) months beyond the official term of the present Contract**. Basic guidelines for a project/activity extension are available from the 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.

If the Project Leader does not apply for a No-cost Extension by the deadline outlined above, the project/activity will be terminated on the end date as stated under **"a. Activity, Contractor, Grantee, and Term of the Contract"** in the Contract. Delayed requests for No-cost Extensions will not be accepted under any circumstances.

In exceptional cases, upon receipt of an official request in writing that has been signed by both the Project Leader and the Authorised Representative of the Grantee, the 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 the **second No-cost Extension** must be submitted at least two (2) months before the end of the first No-cost Extension, in writing, to the 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.

The APN does not allow a third No-cost Extension under any circumstances.

XII. Suspension and Termination of the Project/Activity

A project/activity may be suspended or terminated in any of the following situations:

- By the APN when the Project Leader and/or Grantee has materially failed to comply with the terms and conditions of the Grant. In particular, in the event that the Project Leader should fail to communicate with the APN Secretariat and not provide requested information, APN reserves the right to immediately terminate the project/activity and request the return of all or parts of the funds already remitted to the project/activity;
- By the APN when the Scientific Planning Group (SPG) judges the performance of the project/activity as poor compared with the original objectives as described in the final version of the proposal attached to the Contract;
- By the APN and the Project Leader/Grantee by mutual agreement (if the APN and the Project Leader/Grantee cannot reach an agreement, the APN reserves the

- right to unilaterally terminate the Grant); and
- By the Project Leader/Grantee upon written notice to the APN setting forth the reasons for such action.

In the case of any termination of a project/activity the APN reserves the right to request the return of all or part of the remitted APN funds.

XIII. Visits to Review Project Accomplishments

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

XIV. Future Proposal Submission

The Project Leader is **not eligible** to submit a new proposal under the **APN Annual Regional Call for Proposals (ARCP)** and/or any other proposal under the **CAPaBLE Programme** while being funded under the terms of the present Contract. However, the APN **strongly encourages** the Project Leader to submit a proposal to the APN for related research in the ARCP or CAPaBLE Programmes that are launched the year following the term end of the present Contract. Please note, however, that should a proposal be submitted, funding is not guaranteed.

XV. Project/Activity Evaluation

Following completion of the APN-funded project/activity, a review will be undertaken on performance. This review will largely be based on the final activity report and the self-evaluation questionnaire submitted as outlined in "**VI. APN Reporting Requirements.**"

XVI. Ownership of Purchased Equipment

The ownership of any equipment (as agreed in advance of signing the present Contract and purchased using funds from the APN Grant) after the completion of the project/activity will be decided according to the outcomes of the project/activity. The decision will be conveyed to the Project Leader following a review of the project/activity as indicated in "**XV. Project/Activity Evaluation.**"

XVII. Liability for Death, Injury or Damage

APN shall not be liable for the death of, or for the injury or damage to, any person or property arising out of the conduct of the project/activity.

XVIII. Meals and Beverages

While APN funds can be used for meals and beverages during mission trips and workshops, etc., funds from the APN Grant **MUST NOT** be used for alcoholic beverages. Funds can be used for dinners where business is transacted but **not for reception (entertainment) dinners.**

XVIII. Language of Communication with the APN

For issues of transparency, the APN operates in the English language **ONLY** and thus communicates with Project Leaders and collaborators in English. This is for both verbal and written communications.