

GSMA Mobile for Development Foundation, Inc. Grant Agreement

This Grant Agreement (the “Grant Agreement”) is made as of this _____, 2019 (the “Effective Date”) by and between GSMA Mobile for Development Foundation, Inc., a Georgia non-profit corporation with offices at 165 Ottley Drive, Suite 150, Atlanta, Georgia, 30324 (“GSMA Foundation”); and [formal legal name of grantee], a [jurisdiction] [form of company/NGO/IO/etc.] located at [grantee address] (the “Recipient” or “You”). GSMA Foundation and You are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

1. Grant

1.1. GSMA Foundation hereby awards you a fixed obligation grant in the sum of £_____ to support the project (the “Project”) described in the grant application, work plan and budget set forth in Attachment 1 (the “Grant Proposal”).

1.2. The purpose of this grant is to [specify how the grant will be used and the positive impact it will have on populations at risk from humanitarian and/or natural disasters.]

1.3. The grant will be paid to You in accordance with the schedule and subject to the achievement of the milestones set forth in Attachment 2. You will be required to contribute matching funds to support the Project, as set forth in your Proposal.

1.4. You acknowledge and agree that GSMA Foundation has been awarded a grant by the UK Department for International Development (“DFID”), pursuant to which GSMA Foundation will manage a Mobile for Development Disaster Response Innovation Fund (the “Innovation Fund”) to promote innovation in the use of mobile telecommunications to assist and/or protect individuals and communities affected by humanitarian crises and/or natural disasters. The grant awarded under this Grant Agreement is being made in connection with this Innovation Fund.

1.5. You shall implement the Project in collaboration with _____ and _____ (such firm or firms hereinafter referred to as an “Implementing Partner”) in the manner described in the Grant Proposal.

1.5.1. You shall enter into a binding and enforceable agreement with [each of] the Implementing Partner[s] to document with respect to the Project (“Implementation Agreement”), which shall specify (i) the roles and responsibilities to be performed by You and such Implementing Partner with respect to the Project; and (ii) the manner in which the funds provided under this Grant Agreement (“Grant Funds”) will be managed and spent.

1.5.2. Each such Implementation Agreement shall include the terms and conditions set forth in Attachment 4.

- 1.5.3. You shall provide GSMA Foundation with a copy of a fully executed version of the Implementation Agreement no later than 30 days following the Effective Date. The failure to comply with this covenant shall constitute a breach of this Grant Agreement and shall result in a suspension of any further disbursements of Grant Funds to You.

2. Management of Grant Funds

2.1. You may not use Grant Funds for any purpose other than the charitable purposes for which the grant is made. You may not use Grant Funds to reimburse any expenses You incurred prior to the date of this Grant Agreement.

2.2. In the event that a portion of the Grant Funds are paid by You to a subcontractor, You acknowledge that You remain responsible for ensuring that any subcontractor uses Grant Funds consistent with the terms and conditions of this Grant Agreement.

2.3. You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a registered money market mutual fund) so that the Grant Funds are available for the Project.

2.4. The Grant Funds must be separately accounted for and readily identifiable at all times. Together with any progress or final reports required under this Grant Agreement, You must report the amount of any currency conversion gains (or losses) and the amount of any interest or other income generated by the Grant Funds (collectively, "Income"). Any Income must be used for the charitable purposes of the Project. You bear the risk of any changes in currency exchange rates.

2.5. Grant Funds may be used for the cost of reasonable import, customs duties or other charges normally associated with bringing in the hardware required specifically for this Grant Agreement.

2.6. Any Grant Funds, plus any Income, that have not been used for, or committed to, the Project upon expiration or termination of this Agreement, must be returned promptly to GSMA Foundation.

3. Reporting Obligations

3.1. You must submit monthly and quarterly progress reports to GSMA Foundation using the forms and on the timeframe described on Attachment 3. You must also submit a Final Report to the GSMA in accordance with the instructions on Attachment 3 as part of the final milestone of the Project.

3.2. GSMA Foundation reserves the right to request, and You agree to provide, additional reports to monitor the progress of the Project or to address such other due diligence topics as may be identified by GSMA Foundation from time to time. If additional

reports are requested, you will be provided with specific details and/or forms for such reports at least thirty (30) days in advance.

3.3. In addition to the reports described above, You agree to be in regular communication with GSMA Foundation throughout the term of the Grant Agreement regarding the progress towards achieving the objectives of the Project. In particular, You will notify GSMA Foundation in writing within fourteen (14) days of any major development in the implementation of the Project that is likely to have a material impact on Your ability to achieve the Project's objectives, including any changes to the Project staffing plan.

3.4. You and relevant Project staff agree to be available for periodic face-to-face meetings and phone calls with the staff of the GSMA Foundation to discuss the Project and to facilitate communications and visits by GSMA Foundation's staff to activities supported by Grant Funds.

4. Intellectual Property

4.1. All rights to the product solution, software, and know-how, whether tangible or not, prepared by you or on your behalf for the purposes of the Project shall be owned by You. You grant to the GSMA Foundation Inc. and its agents or designees, as well as the GSMA Foundation's grantors, a perpetual, non-revocable, fully paid up license to use, reproduce, adapt, publish and otherwise exploit the reports and data (the "Materials") that You produce with Grant Funds.

4.2. By executing this Grant Agreement, You expressly and irrevocably consent that GSMA Foundation may include information about the award of this grant, including Your name, in their respective periodic public reports and may make such information available on their respective websites and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

5. Lessons Sharing

5.1. You agree to provide GSMA Foundation with the information necessary to prepare one or more reports concerning the deployment or activity that has been developed or undertaken during the course of the Project. Such reports may be published on GSMA Foundation's website or other location to help other members of the development community understand the critical success factors and lessons learned from the Project, thereby assisting similar project in their own markets. No commercially sensitive information will be disclosed in such reports, which will be approved by You prior to publication.

5.2. Your representative must attend all relevant GSMA regional working groups and grantee workshops organized by GSMA to the extent that funds are allocated for that purpose in the project budget ("GSMA Event Budget"). You are required to use the funds in the GSMA Event Budget for this purpose and for no other purpose. Your representative must be the most-senior individual with detailed knowledge of the project. GSMA

reserves the right to withhold an amount equal to the amount of the GSMA Event Budget from your next milestone payment in the event You fail to comply with this covenant.

[For MNO-led grants, substitute this language in Section 5.2:]

5.2 Your representative must attend all relevant GSMA regional working groups and grantee workshops organized by GSMA to the extent that funds are allocated for that purpose in the project budget (“GSMA Event Budget”). You are required to use the funds in the GSMA Event Budget for this purpose and for no other purpose. GSMA reserves the right to withhold an amount equal to the amount of the GSMA Event Budget from your next milestone payment in the event You fail to comply with this covenant. In addition, if requested by GSMA Foundation, Your representative must attend the Mobile World Congress and a regional Mobile 360 Event. Your representative to the foregoing events must be the most-senior individual with detailed knowledge of the project and such representative must be willing to speak about the lessons learned from the project at such events. Further, to assist GSMA Foundation in disseminating the lessons learned from the Project to the development community, You agree to provide GSMA Foundation with relevant operational data concerning the Project, potentially including information related to the adoption, usage, costs and revenue, in an effort to allow others to understand the critical success factors and lessons learned from the Project. You shall not be required to disclose commercially sensitive information under this covenant.

6. Prohibited Activities

6.1. The GSMA Foundation is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. You shall ensure that the Grant Funds are not used, directly or indirectly, to provide support to individuals or entities associated with terrorism. Without limiting the foregoing, You will not use Grant Funds, directly or indirectly, in support of activities (a) prohibited by U.S. laws related to combatting terrorism; (b) with persons on the List of Specially Designated Nationals (www.treasury.gov/sdn) or entities owned or controlled by such persons; or (c) with countries against which the U.S. maintains comprehensive or targeted sanctions (currently, Cuba, Iran, Syria, North Korea, Russia and Ukraine), unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by GSMA Foundation in its sole discretion. You further represent and warrant that none of Your stockholders, owners, directors, employees or agents are on the List of Specially Designated Nationals.

6.2. Excluding ordinary and necessary expenses related to business development, You 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 GSMA Foundation, DFID or the Project, including by assisting any party to secure an improper advantage.

6.3. You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You may not use Grant Funds to support lobbying activity or to otherwise support attempts to influence local, state, federal,

or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal, or foreign lobbying law. You agree to comply with lobbying, gift, and ethics rules applicable to the Project.

6.4. You acknowledge and agree that GSMA Foundation is not responsible for the safety and security of Your employees, contractors, agents and other representatives.

6.5. You agree to comply with GSMA Foundation and DFID policies relating to environmental, safeguarding, child protection and other related matters.

7. Publicity

7.1. You shall make no public announcement or disclosure with respect to the subject matter of or the existence of this Grant Agreement without the GSMA Foundation's prior written consent. If you wish to issue a press release or report announcing this Grant Agreement or wish to use the GSMA Foundation's name or logos, please contact your current designated GSMA Foundation point of contact at least fourteen (14) working days before the desired announcement or publication date.

7.2. You may not make any statement or otherwise imply to other donors, investors, media or the general public that you are a direct grantee of DFID or any other organization that makes a grant to the GSMA Foundation. Your organization must clearly state that the GSMA Foundation is the grantee of such organizations and that you are a sub-grantee of the GSMA Foundation.

7.3. Any publication resulting from the Project shall contain the following statement: "This document is an output from a project funded by the GSMA Mobile for Development Disaster Response Innovation Fund. This initiative is funded by the UK Department for International Development (DFID), and supported by the GSMA and its members. The views expressed are not necessarily those of the UK Government."

8. Confidentiality

8.1. Each Party (the "Receiving Party") acknowledges that it may receive confidential information of the other in connection with the Grant and the Project. The Receiving Party agrees to keep in confidence and trust all such confidential information and will make no use of any confidential information except as provided for in this Grant Agreement or the Proposal. The Receiving Party may disclose such confidential information only to its officers, employees, contractors and consultants with a need to know and who have entered into confidentiality agreements sufficient to prevent unauthorized use or disclosure by such persons of the confidential information.

8.2. Notwithstanding the terms of Section 8.1, You consent and agree that GSMA Foundation may disclose Your confidential information to DFID on a "need-to-know" basis in connection with its oversight of GSMA Foundation's Innovation Fund.

9. Limitation of Liability and Indemnity

9.1. GSMA Foundation will bear no responsibility for any loss incurred by You or any third party arising out of or in any way related to the Project or for costs or liability to any person engaged by You as an employee or agent relating to the Project.

9.2. You hereby irrevocably and unconditionally agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless GSMA Foundation and its donors, its officers, directors, employees, contractors and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including, but not limited to, reasonable legal costs in defense thereof), directly, wholly or partially arising from or in connection with any act or omission by you, your employees, contractors or agents, arising out of a breach of your obligations under this agreement, in obtaining or accepting the subject Grant from GSMA Foundation, in expending or applying the Grant Funds, or in carrying out the Project, including but not limited to any claim made by Your employee or agent whether relating to redundancy, unfair dismissal or otherwise, arising in connection with the Project.

9.3. All taxes, duties, levies, and other such charges arising in connection with the performance of this Grant Agreement shall be borne by You.

10. Record Retention

10.1. You agree to maintain complete and accurate accounting records of the Project for a period of six years to enable the GSMA Foundation to determine easily how the Grant Funds were expended. You will retain such records and reports for 6 years after Grant Funds are fully spent and will make such records and reports available to enable GSMA Foundation to monitor and evaluate how Grant Funds have been used. You also agree to make your books and records available for inspection by the GSMA Foundation or its designee(s) at reasonable times and permit the GSMA Foundation to monitor and conduct an evaluation of operations under this Grant, which may include: a visit by GSMA Foundation personnel or its designee(s) to observe your organization, a discussion of the Project with your organization's staff, and an audit of financial and other records connected with the Grant and this Project. The cost of any such audit shall be borne by the GSMA Foundation.

10.2. You will establish and maintain an inventory of all items purchased with Grant Funds (i) with a value above £500; and (ii) all mobile phones, cameras, laptops, tablets, satellite phones, vehicles and other similar items that may be considered attractive.

11. Other Terms and Conditions

11.1. In carrying out the Project, You 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.

11.2. You acknowledge that GSMA Foundation and DFID are each relying on the information You provide in reports and during the course of any due diligence conducted prior to the date of this Grant Agreement and during the term of this Agreement. You acknowledge that GSMA Foundation and DFID may continue to rely on this information and on any additional information You provide relating to the Project.

11.3. You shall ensure that any procurement using Grant Funds adheres to international best practice, applicable regulations and is designed to achieve upmost value for money. You acknowledge receipt of GSMA's "Supplier Code of Conduct" and the opportunity for your employees to report any wrongdoing during the term of this Agreement, without any risk to themselves, through the following website: <http://www.gsma.com/aboutus/legal/speak-policy-members-business-partners>.

11.4. You will immediately and without undue delay inform the GSMA Foundation of any event which interferes or threatens to materially interfere with the successful implementation of the Project, whether financed in full or in part by GSMA Foundation, including credible suspicion of or actual fraud, bribery, corruption or any other financial irregularity or impropriety.

11.5. GSMA Foundation reserves the ability to recover Grant Funds that have been subject to fraud. Where fraudulent or unethical activity is alleged, GSMA Foundation reserves the right to suspend or terminate funding with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.

12. Term and Termination

12.1. This Grant Agreement commences on the Effective Date and shall continue for a period of ____ months; provided that (i) the term shall be extended until 60 days after the GSMA's acceptance of your Final Report; (ii) the obligation to report on the KPI(s) related to beneficiaries in Section 4 of Attachment 3 shall remain in effect for a period of up to two years following GSMA's acceptance of your Final Report (provided that you shall only be required to submit such reports on the 6, 12, and 18 month anniversary of the submission of your Final Report); and (iii) the obligations of Section 10 shall remain in effect for 6 years.

12.2. Notwithstanding the terms of Section 12.1, GSMA Foundation may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) GSMA Foundation is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that GSMA Foundation reasonably believes may threaten the Project's success; (c) there is an adverse or material change in Your control; or (d) You fail to comply with this Agreement. Without limiting the foregoing, GSMA expressly reserves the right to terminate this Agreement if You are more than six months late in meeting any milestone.

12.3. In the event that all Grant Funds are not expended by the date the final report is due, such unexpended Grant Funds must be promptly returned to the GSMA

Foundation without request. All other terms of this Grant Agreement shall remain in full force and effect during such extended period.

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

13. Preservation of the GSMA Foundation's Tax-Exemption.

13.1.Nothing in this Grant Agreement shall affect the status of the GSMA Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code and as an organization, which is not a private foundation within the meaning of Section 509(a) of the Code. This Grant Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the United States federal tax laws and any regulations issued pursuant thereto.

13.2.The GSMA Foundation is authorized to amend this Grant Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of the GSMA Foundation. References herein to provisions of the United States Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

14. General

14.1.This Grant Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted by this Grant Agreement, no modification, amendment, or waiver of any provision of this Grant Agreement will be effective unless in writing and signed by authorized representatives of both Parties.

14.2.The provisions of this Grant Agreement are severable so that if any term or provision is found for any reason to be invalid, illegal or unenforceable, such finding shall not affect the validity, construction or enforceability of any remaining term or provision. By signing this Grant Agreement, the Recipient confirms that all information submitted to the GSMA Foundation during the consideration of its grant application remains accurate.

14.3.Nothing in this Grant Agreement shall constitute the naming of You as an agent or legal representative of GSMA Foundation, or the naming of GSMA Foundation as Your agent or legal representative, for any purpose whatsoever except to the extent specifically set forth herein. This Grant Agreement shall not be deemed to create any partnership or joint venture relationship between You and GSMA Foundation and neither Party shall make any representation to the contrary to anyone else.

14.4.The construction, validity and performance of this Grant Agreement shall be governed by the laws of Georgia and shall be subject to the exclusive jurisdiction of the courts of Georgia.

14.5. Written notices, requests, and approvals under this Grant Agreement must be delivered by mail or email to the other Party's primary contact, as specified by such Party from time to time.

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

14.7. You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Grant Agreement without GSMA Foundation's prior written approval. This Grant Agreement will bind and benefit any permitted successors and assignees.

14.8. Except as may be prohibited by applicable law or regulation, this Grant Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

GSMA MOBILE FOR DEVELOPMENT FOUNDATION, INC. NAME OF GRANTEE

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT 1: Application Workplan and Budget

The Grant Proposal is composed of the following documents:

- Application (Proposal)

DRAFT

- Workplan

DRAFT

- Budget

DRAFT

ATTACHMENT 2: Grant Overview and Terms

A. Funds Disbursement

The GSMA Foundation will disburse grant funds to You in British Pound Sterling via check or wire transfer in one or more instalments upon the GSMA Foundation's receipt of this Grant Agreement signed by an authorized officer of your organization, and upon satisfactory completion by you of all the terms and conditions, including performance milestones, contained in this Grant Agreement (see Section B. Milestone Payment Schedule). The GSMA will exercise commercially reasonable efforts to make payments to You within 30 days after receipt of a proper voucher or the verification by GSMA Foundation, its employees, contractors or agents' of milestone completion for which payment is requested, whichever is later; and shall in all circumstances make such payments to You within 60 days following such date. The GSMA Foundation reserves the right to withhold payment subject to milestone completion verification.

B. Milestone Deliverables and Payment Schedule

1. Following is the Milestone Payment Schedule associated with the Project, which has been agreed upon between the GSMA Foundation and the Recipient for funding under this Grant Agreement.
2. The GSMA Foundation's determination of acceptance of the accomplishment of each Milestone will be based on Recipient's successful submittal or completion of the tasks or deliverables delineated for that Milestone.

ATTACHMENT 3: Reporting Obligations

1. You are required to submit summary Monthly Progress Reports on the template below, within 7 days following the end of the month. In addition, You shall participate in monthly progress calls with the GSMA Foundation. The GSMA Foundation will determine the format of these phone calls.
2. You are required to submit summary Quarterly Financial Reports, within 15 working days of the end of the quarter to the GSMA Foundation regarding the expenditure of grant funds and your progress in achieving the purpose for which the grant was made. It is your responsibility to adhere to the guidelines and procedures for submitting reports using the template previously provided to You by GSMA Foundation. Statements detailing Grant Funds expenditures must be reported in British Pound Sterling and any exchange rate used must be referenced from the UK Government's monthly HMRC Exchange Rates publication at <https://www.gov.uk/government/collections/exchange-rates-for-customs-and-vat> and quoted.
3. For the completion of milestones, You are required to submit Milestone reports that contain the evidence for milestone achievement and any additional explanation of evidence required.
4. You must report on the following key performance indicators (KPIs) to the GSMA Foundation. The sample size, methodology and the frequency of reporting will be communicated in an "Insights and Impact Plan" from the GSMA and its consultants, which will be discussed with you.
5. You must also submit a Final Report to GSMA Foundation using the provided template in order to meet the final milestone of the Project. The Project Completion Report must include: (1) a detailed breakdown of how Grant Funds were expended during the entire grant period in comparison to the amounts set forth in the budget submitted with Your grant application; (2) a narrative description of Your progress in achieving the purposes of the Project during the entire grant period; (3) insights and impacts from the grant as discovered through the KPIs, as well as the learnings outlined in the original proposal and any broader relevant learnings and (4) a statement regarding whether You have complied fully with the terms of this Grant Agreement during the entire grant period. If any information provided in Your Final Report is based on financial data that is drawn from an open accounting period or unaudited books, you must notify GSMA Foundation of any changes or corrections to such data that result from a subsequent close of an accounting period or audit.
6. You shall provide GSMA Foundation with prompt notice of any additional funding You receive for the Project. If requested by GSMA Foundation, You will exercise your good faith efforts to allocate the direct users and beneficiaries between the Grant and the additional funding in order to prevent "double counting."

7. You understand that the GSMA Foundation is the recipient of grants from other foundations, and may be requested by such foundations to provide information concerning the use of such grants. The GSMA Foundation reserves the right to request and you agree to provide, additional reports as requested to monitor the progress of the Project or to address such other due diligence topics as may be identified by the GSMA Foundation from time to time. If additional reports are requested, You will be provided with specific details and/or forms for such reports at least thirty (30) days in advance.
8. In addition to the reports described above, You agree to be in regular communication with staff of the GSMA Foundation and its designated fund manager throughout the Project Period regarding the progress and your success in achieving the charitable objectives set forth in the Proposal. In particular, you will notify the GSMA Foundation in writing within fourteen (14) days of any major development in the implementation of the Project that is likely to have a material impact on its ability to achieve the Project's objectives. You and relevant Project staff agree to be available for periodic meetings and phone calls with staff of the GSMA Foundation and its designated fund manager to discuss the Project and to facilitate communications and visits by the GSMA Foundation's staff to sub-projects being supported by the grant.

ATTACHMENT 4: Terms and Conditions of Implementation Agreements

1. The Implementation Partner hereby acknowledges receipt of the Grant Agreement by and between GSMA Mobile for Development Foundation, Inc. (“GSMA Foundation”) and [name of grantee] (“Grantee”) dated as of _____, 2018 (the “Grant Agreement”).

2. Capitalized terms in this exhibit shall have the meaning specified in the Grant Agreement.

3. Implementation Partner shall provide the services described in the Grant Agreement in accordance with terms of the Grant Proposal.

4. Implementation Partner agrees to comply with the following provisions of the Grant Agreement as if it were a party thereto: Section 2 (Management of Grant Funds); Section 5.1 (Lesson Sharing); Section 6 (Prohibited Activities); Section 7 (Publicity); Section 8 (Confidentiality); Section 10 (Record Retention) and Section 11 (Other Terms and Conditions).

5. The Implementation Partner acknowledges and agrees that the GSMA Foundation is intended to be a third party beneficiary of this Agreement and shall have the full authority to enforce any and all provisions of this agreement as if it were a party hereto.