

Tripartite Grant Agreement (the “Agreement”)

Dated as of dd.mm.yyyy

Between

Swiss Capacity Building Facility
Streulistrasse 19
CH-8032 Zürich
 (“SCBF”)

and

XXXX
XXXX
XXXX
(the “Grantee”)

and

XXXX
XXXX
XXXX
(the “Financial Sector Partner” or “FSP”)

endorsed by

XXXX

SCBF, the Grantee and the FSP collectively the “Parties” or, each individually, a “Party”

Contract	SCBF 202x-xx [PUW] or SCBF FSW-XX or SCBF FEW-XX
Short Project Title	
Financial Sector Partner (if not stated on the cover page/ not signing the agreement)	
Country / Region	
Duration	dd.mm.yyyy through and including dd.mm.yyyy
Date of Project Committee Meeting	dd.mm.yyyy
Approved SCBF Contribution	CHF xxx'xxx (%)
Grantee & FSP & Third-party contribution	CHF xxx'xxx (%) - indicate per each partner
SCBF Monitor	

1. PREAMBLE

- 1.1 The Swiss Capacity Building Facility (SCBF) is organised in the form of a Swiss association (*Verein*) registered with the commercial register of the Canton of Zürich under the number CHE-416.248.482 having its registered office at Streulistrasse 19, 8032 Zürich, Switzerland. SCBF is a public-private development partnership whose purpose is poverty reduction and building resilience in developing and emerging countries. In accordance with its purpose, as amended from time to time, SCBF's core business consists of funding technical assistance for financial sector partners (the "FSPs") to develop and upscale client-centred financial products, channels and services for low-income clients in developing and emerging countries. The financial products and services include savings, loans, insurance, digital financial services, or financial education, among others (the "Business").
- 1.2 The Grantee is [●].
- 1.3 The Financial Sector Partner is [●].
- 1.4 The Parties contemplate to [support the supply of poor people, notably women, farmers, microenterprises and small- and medium enterprises in developing countries, to expand their engagements in markets as producers, labourers, and consumers by enabling or facilitating their access to basic financial products and services in order to meet their essential needs and access services including nutritious food, housing, education, better health, clean/renewable energy, clean water and more] (the "Project").
- 1.5 The Parties execute this Agreement to govern their respective rights and obligations in relation to the Project.

Based on the foregoing, the Parties agree as follows:

2. PARTS OF THIS AGREEMENT

The Product Upscaling Support/Feasibility Study/Financial Education Campaign (the "Project Proposal") as approved by the SCBF Project Committee, including the Budget and Implementation Plan (Annex 1), as well as any other Annexes, shall form, be read and construed as integral parts of this Agreement.

In cases of any ambiguity, inconsistency or conflict of obligations between the documents that comprise the Agreement, the following order of precedence shall apply:

- I. the Agreement.
- II. the Project Proposal.
- III. Annexes to this Agreement.

3. SCBF'S RIGHTS AND OBLIGATIONS

- 3.1 Financial Inspections and Audits
- 3.1.1 SCBF reserves the right to perform at any time during normal business hours an audit and / or checks of the project related activities and Grantee's and FSP's books and accounts.
- 3.1.2 In addition to, in accordance with, and pursuant to section 3.1.1 above or 4.12 below, the SCBF may at any time during normal business hours perform a financial inspection and require evidence

of project activities, the FSP's and / or third-party's financial commitment/contributions to the Project, as documented in the Budget included in [Annex 1](#) under self-contribution of the FSP.

3.2 Condition to SCBF Grant Support

SCBF's grant funding is subject to the compliance of the FSP with the performance targets (including client outreach and social performance as stipulated in the Project Proposal) and FSP's best efforts in adhering to client protection principles as outlined in section 4.13 below. The Grantee is obliged to ensure the above-mentioned compliance of the FSP and / or other third parties, if any, to the best of its ability.

The Project shall be initiated at the earliest convenience possible and shall be completed as soon as feasibly possible and no later than **XXXXXX** (the "End Date"). For the avoidance of doubt, it is understood among the Parties that no extensions will be granted beyond the 30th September 2027.

4. GRANTEE'S RIGHTS AND OBLIGATIONS

4.1 Services

Within the frame and scope of this Agreement, the Grantee will provide the services (the "Services") as documented in the Project Proposal ([Annex 1](#)).

4.2 Use of Funds, Term

The Grantee shall use the funds granted by SCBF under this Agreement for the objectives of the Project solely, as described in the Implementation Plan and the Budget ([Annex 1](#)).

4.3 Project Activities

Activities which are foreseen in this Agreement must have demonstrably started before **(xx insert date xx within one month of the project start date indicated on the cover page)** and completed by **(xx insert project end date xx)** at the latest. Activities conducted before the start date will not be covered by this grant.

4.4 Return of unused Funds, Term

The Grantee undertakes to return unused Project funds granted by SCBF under this Agreement to SCBF as per SCBF's instructions.

4.5 Milestone Reporting to SCBF

[PUW/FEW, delete if not applicable]

The Grantee shall submit to the SCBF Monitor (with SCBF Secretariat in copy) milestone reports (the "Milestone Reports") that shall inform on (i) the status of achieving the milestones as indicated in the Implementation Plan, (ii) the key performance indicators as defined in the Project Proposal and/or agreed upon with the SCBF Monitor [including product-, gender-, youth- (under 35 years of age) and rural/urban-specific outreach data], (iii) the main bottlenecks and challenges faced, and (iv) the required adjustments of the original Implementation Plan and Budget ([Annex 1](#)).

The SCBF Monitor shall determine the frequency and format of the Milestone Reports in consultation with the Grantee. The FSP shall make the data available to the Grantee and the SCBF upon request no later than fifteen (15) working days of the request.

[FSW, delete if not applicable]

Milestone Reports for the Feasibility Study are required only if the process for the completion of the Project takes longer than five (5) months. The Grantee shall provide the complete Feasibility Study to the SCBF Monitor for approval together with a version to be made available to the public on the SCBF website and shall copy the SCBF Secretariat to pertaining e-mails and other related documentation.

The SCBF Monitor and the SCBF Secretariat shall treat the complete Feasibility Study as Confidential Information (see section 11.6) not to be shared within and outside the SCBF except for legal and other advisors sufficiently bound by respective professional secrecy regulation.

4.6 Mid-Term Project Financial Report and Final Project Financial Report

4.6.1 A mid and end of project financial report will be required for the Project and shall be submitted within thirty (30) calendar days of the middle of the Project (the “**Mid Project Financial Report**”, respectively, the “**Final Financial Report**”). The Mid Project Financial Report is due within thirty (30) calendar days of [insert date] and the Final Financial Report within thirty (30) calendar days of [insert date]. The Grantee and the FSP are required to duly sign the Mid Project Financial Report and the Final Financial Report to verify the financials in said reports. These reports shall include a signed confirmation by the Grantee that the Grantee’s costs have been reimbursed exclusively by SCBF. The Grantee herewith undertakes that all information provided in the financial reports is in any given aspect adequate, true, correct, complete and appropriate. These reports shall show:

- I. the original Budget from the Project Proposal, outlining the total Project costs and the Grantee’s, FSP’s, third parties’ and SCBF’s contribution.
- II. the actual expenditures against the Budget and the (expected and / or actual) rationale for variances +/- 10% of the overall Budget.

4.6.2 Any Budget variances must be explained and “corrective” action to be taken by the Parties to ensure that (i) the Project remains on track and in line with the SCBF Proposal Guide (accessible [here](#)) and (ii) the percentage level of cost-sharing between the Parties reflects the approved original Budget (Annex 1). For the avoidance of doubt, it is understood among the Parties that, in principle, SCBF only finances technical assistance costs, while all other costs incurred by the Project are to be borne by the Grantee, the FSP and Third Parties. The Mid-Term and Final Financial Reports are to be submitted to the SCBF Monitor and the SCBF Finance Manager in accordance with section 4.6.1.

4.6.3 For costs directly covered by FSP’s and third parties’ contributions, which are not accounted for in the Grantee’s books, the Grantee is required to obtain and keep in its Project records signed confirmations from partner(s) of their expenditures.

4.7 Final Operational Report According to the SCBF Final Reporting Templates [only PUW & FEW, delete if not applicable]

Within thirty (30) calendar days upon completion of the **Product Up-Scaling Support/Financial Education Campaign**, the Grantee shall submit a maximum five-page long final report in line with the SCBF Final Reporting Templates and Guidelines (available on www.scbf.ch/templates) to the SCBF Monitor and the SCBF Secretariat (the “**Final Operational Report**”). The Grantee herewith undertakes that all information provided in the Final Operational Report is in any given aspect adequate, true, correct and appropriate.

4.8 Collection of Outreach Data and selected Key Performance Indicators [only PUW and FEW, but occasionally FSW - delete if not applicable]

4.8.1 A completed template with client outreach and selected key performance indicators (“**KPI**”) must be provided by the Grantee and / or the FSP at mid-term, end of project, and thereafter annually to the SCBF up to three (3) years after project completion to track the time-lagged results achieved at the client level and FSP.

4.8.2 The Grantee and the FSP will ensure that selected data on client outreach and other KPI data, as specified by the SCBF Monitor and SCBF Secretariat, are collected by the FSP and, upon its request, submitted to the SCBF. As a minimum, outreach data should be product-, gender- and youth-specific (under the age of 35), and differentiated between rural/urban, as far as feasible.

4.9 SCBF Monitor and Key Milestones

The Project Committee has appointed [xxxx] as SCBF Monitor and defined the following key milestones (the “Key Milestones”) to which the Grantee is required to report to the SCBF Monitor with a copy to the SCBF Secretariat by email:

Milestone Report No.	Date	Title/Description	Format requested by SCBF Monitor
1	[mm.yyyy]	[title or <u>short</u> description of milestone]	SCBF Milestone Reporting Template (e.g. SCBF format, other format, email, call)
x	[within 30 days of the middle of the intervention]	Mid-Term Project Financial report & Mid-Term Outreach data	SCBF Mid-Term Project Financial Reporting Template & Outreach Data template (available on www.scbf.ch/templates)
2	[mm.yyyy]	[title or <u>short</u> description of milestone]	[requested format]
3	[mm.yyyy]	[title or <u>short</u> description of milestone]	[requested format]
x	[within 30 days upon completion of intervention]	Final Operational Report & Final Project Financial Report & End of Project Outreach data	SCBF Final Reporting Templates (available on www.scbf.ch/templates)
x+1 x+2 x+3 years	Upon request, as a min. 3 years after project completion	Yearly outreach / KPI Report +3	Updated Monitoring & Evaluation file with key performance indicators

4.10 Project Progress

As part of the project quality control, the SCBF Monitor will discuss and collect feedback from the FSP on Project progress and their satisfaction with the Services being provided by the Grantee. This will be conducted at least twice, once in the first half and once in the second half of the Project.

4.11 Responsibility for Achievement of Objectives and Performance Targets

The Grantee and FSP ensure, to the best of their ability, the achievement of the agreed objectives and performance targets in the Budget, and timeframe as approved by the SCBF. In the event of non-achievement of the objectives and performance targets within the agreed period (by xx date xx), subject to the Force Majeure provisions in section 11.7, the Grantee is requested without additional funding from the SCBF to extend Project duration to deliver its contractual inputs in an effective and efficient manner to obtain the outputs and outcomes defined in the Project Proposal. If this is not possible for a good reason, which has to be approved by the SCBF Monitor, the Grantee is required to reimburse the unutilised funds to the SCBF as per the latter’s direction.

4.12 Audits and Financial Checks

4.12.1 All grants may be subject to a random financial check by the SCBF during or at the project end, but if necessary may be liable to an extended financial check or an audit up to 5 years after the project end. The Grantee is required to keep and share with the SCBF within 30 days if requested:

- I. Electronic copies of invoices and timesheets for the technical assistance (“TA”), divided into SCBF-funded and Grantee’s self-contribution.
- II. Electronic copies of invoices and / or receipts of non-TA costs covered by the Grantee’s self-contribution (if applicable).
- III. Signed confirmations of partner(s) expenditures for costs directly covered by FSP and other contracting third parties’ contributions, which are not accounted for in the Grantee’s books and are presented in the Final Financial Report (see section 4.6).

- 4.12.2 The purpose of the financial check is to validate project costs and partner(s) contributions and verify proper use of funds as outlined in the tripartite agreement. The final grant payment is contingent on the satisfactory completion of the financial check by SCBF.
- 4.12.3 All invoices/timesheets and other validation documents should be marked/stamped as original receipts of the SCBF, FSP, Grantee or other contracting third parties' contribution (as applicable), in such a way that they cannot be used for other settlements. A financial inspection of the originals may be conducted at any time by SCBF.

4.13 Client Protection

The Grantee shall request the FSP in all direct agreements to comply with the client protection principles of the [Client Protection Standards](#) - or similar relevant client protection guidelines for banks as provided by the SCBF from time to time - and strongly encourage its/their management and staff to apply them in a pragmatic and feasible manner.

4.14 Grantee Staff

- 4.14.1 The Grantee shall assign the experts designated in the Budget ([Annex 1](#)) for the performance of the Services. Any change in the designated experts requires the prior written approval of the SCBF Monitor and SCBF Finance Manager. If the profile of a replacing expert is more junior, the SCBF co-funding contribution will be adjusted accordingly through a contract amendment.
- 4.14.2 Pursuant to section 4.12.3, upon request of the SCBF Secretariat, the Grantee shall provide verification of the actual provision of consultancy services (mainly in terms of time sheets of the specialists financed) by Grantee Staff.

4.15 Visa and Travel Arrangements

Under this Agreement, the Grantee shall be responsible for making all travel arrangements (including purchase of tickets) and obtaining all necessary visas for Grantee Staff and with no such cost to be borne by SCBF.

5. FSP'S AND / OR CONTRACTUAL THIRD PARTIES' OBLIGATIONS

- 5.1 Notably, the FSP and / or other contractual third parties have the obligation to sign the Mid Project and Final Financial Project Report to verify the financials in the reports and submit signed confirmations of their expenditures to the Project as outlined in section 4.6.
- 5.2 Pursuant to section 3.1, the FSP can be a subject to a financial inspection. The FSP has the obligation to ensure that all invoices/timesheets and other validation documents are marked/stamped as original receipts of the SCBF and own contribution to the Project in such a way that they cannot be used for other settlements. The FSP and / or Contractual Third Parties are required to comply with requests from the auditor for this Project.

The FSP will provide client outreach data and other KPIs related to the Project collected by the SCBF Secretariat up to three (3) years after the Project completion, as outlined in section 4.8.

6. FDFA'S CODE OF CONDUCT

- 6.1 The Parties undertake, at any given time, whether in Switzerland / or abroad, to strictly observe and adhere to the rules and regulations as set forth in the FDFA's Code of Conduct as enclosed herewith as Annex 2 and available under:

[Code of Conduct for Contractual Partners of the FDFA](#) (as amended from time to time, as the case may be).

- 6.2 The Parties further undertake to impose the obligations as per section 6.1 on any and all of their contractual parties involved or otherwise forming part of the Project (such as, e.g., without limitation, providers of goods and services, consultants, contractors, etc., together, the "Contractual Partners").
- 6.3 In addition, the Parties will use best reasonable efforts to have the Contractual Partners impose the foregoing duties to their respective personnel and subcontractors.

7. REMUNERATION, TERMS AND METHOD OF PAYMENT

7.1 Remuneration

For the Services to be rendered by the Grantee under this Agreement the SCBF shall pay a sum gross of up to CHF [xxxxxx] (the "Contract Value"). A detailed cost breakdown is given in Annex 1.

7.2 Terms of Payment

The Grantee's remuneration shall be paid against presentation of the respective instalment requests as stated below. The Grantee's instalment requests shall be addressed to the SCBF Secretariat. However, the SCBF monitor's approval for accomplishment of milestones, as documented in the Milestone Reports and Final Operational Report and other supporting documents, such as Project deliverables, are sufficient to trigger the tranches of payment.

No.	Amount	Description
1	CHF [xx'xxx] (max. 20%)	advance payment, payable upon signature of this Agreement and against presentation of the SCBF factsheet.
2	CHF [xx'xxx] (xx %)	intermediary payment, payable upon accomplishment of milestones xx.
3	CHF [xx'xxx] (xx %)	intermediary payment, payable upon accomplishment of milestones xx.
4	CHF [xx'xxx] (xx %)	intermediary payment, payable upon accomplishment of milestones xx.
5	Up to CHF [xx'xxx] (min. 20%)	as a final payment upon termination of the Services, the submission of the Final Operational Report and Final Financial Report (see sections 4.6 and 4.7, incl. verification of consultancy services provided if requested by the SCBF), and the successful completion of the random financial check by the SCBF if applicable (see section 4.12) . The SCBF may partially or fully suspend the settlement of the final payment, if the Product Up-Scaling Support/Feasibility Study/Financial Education Campaign has not been implemented by the Grantee substantially in line with the orientations defined in the Project Proposal (<u>Annex 1</u>), or if the Grantee fails to comply with reporting obligations as set forth in sections 4.5 et seq. above. In case of a submitted Final Operational Report of, in view of SCBF, unsatisfactory material content or insufficient quality of the English

language or having any other deficiencies considered material by the SCBF, the SCBF reserves the right to deduct the instalment request amount for elaboration, editing or professional translation, from the Grantee's final payment.

7.3 Method of Payment

Payments shall be directly disbursed in Swiss Francs to the account indicated by the Grantee. Transaction costs to accounts outside Switzerland shall be borne by the Grantee. In exceptional cases and upon written acceptance of the SCBF Secretariat, the payments can be made to another account than that of the Grantee.

8. LIABILITY OF THE GRANTEE, TERMS AND METHOD OF PAYMENT

- 8.1 The Grantee shall perform in full the Services and its other obligations under this Agreement for which it was contracted, in due time and in agreement with generally accepted industry quality standards, unless unable to do so (i) in the event of Force Majeure or (ii) in the event of other causes not due to the Grantee's or the FSP's default. In this regard, the Grantee shall be liable for any breach of the Agreement for which it is accountable.
- 8.2 The liability of the Grantee for gross negligence and wilful misconduct shall be limited to the Contract Value (see section 7.1). This shall not affect the liability for gross negligence and wilful misconduct.
- 8.3 The liability of the Grantee shall lapse upon the final acceptance of the Grantee's Services by the SCBF.
- 8.4 Liability of the Grantee for consequential damages is excluded.

9. COPYRIGHT, INTELLECTUAL PROPERTY (IP) RIGHTS AND BRANDING

9.1 Joint Ownership in IP Rights

Under this Agreement,

- 9.1.1 all copyrights and intellectual property rights, including studies, photos, reports, patents, designs and trademarks, and related documents furnished by the Grantee, respectively.
- 9.1.2 the **Product Up-Scaling Support/Financial Education Campaign/Feasibility Study**.
- 9.1.3 including any material created by the Contractual Partners for the purposes of, or as a result of, performing their obligations (9.1.1 - 9.1.3 together the **"Agreement Material"**)

shall be jointly owned by the SCBF, the Grantee and the Financial Sector Partner.

9.2 Free Disposal

Subject to the confidentiality provisions as per section 11.6 of this Agreement, the SCBF, the Grantee and the FSP are entitled to dispose freely of the Agreement Material for all **Product Up-Scaling Support/Financial Education Campaign / Feasibility Study**-related purposes.

(FSW only, delete if not applicable)

For the avoidance of doubt, it is understood among the Parties that the SCBF does not claim any copyright and intellectual property of the Feasibility Study, except for the publication of a "public version" of the

Feasibility Study as mutually agreed among the Parties prior to publication on its website to which Grantee and the FSP herewith unconditionally and irrevocably agree.

9.3 Existing Intellectual Property

This paragraph does not affect the ownership of intellectual property rights which were in existence before the Project Starting Date (see section 10.1), or were developed other than as a result of the performance of the Services and obligations under this Agreement (the “**Existing Intellectual Property**”). However, the Grantee hereby grants to the SCBF a permanent, irrevocable, royalty free, non-exclusive license (including a right of sublicense) to, without prior notice to the Grantee or any other need to previously request Grantee’s consent, fully and unrestricted access, use, reproduce, adapt, publish, communicate and exploit any such Existing Intellectual Property for the purposes of this Agreement.

9.4 Branding

The Grantee and the FSP must include the SCBF logo / website and acknowledge SCBF as a funder and partner on all press releases, public reports, speeches, newsletters, webinars, and other public disclosures which relate to the work of the Project in this Agreement.

9.5 Continuance

This paragraph 9 shall survive the End Date.

10. TERM AND TERMINATION

10.1 Entry into Force

This Agreement enters into force upon due execution by authorized signatories of all Parties (the “**Starting Date**”).

10.2 Postponement of Starting Date and Delays in Implementation

10.2.1 In case of postponement of the Starting Date, the Milestone Dates and the End Date will be postponed accordingly, thereby ensuring that the overall duration of the Agreement remains unchanged. This Agreement covers the period mentioned under “Duration” on the first page and remains valid and binding upon the Parties until all Parties have complied in full and completed any and all of their Services and obligations under this Agreement.

10.2.2 The Grantee will, and herewith undertakes to, inform the SCBF Monitor in writing as soon as possible in the event of significant changes and / or delays.

10.3 Termination by the SCBF

10.3.1 The SCBF may terminate this Agreement at any time upon written notice of not less than thirty (30) calendar days for a good reason. For the avoidance of doubt, the following are considered significant changes (without limitation, each a “**Good Reason**”): Change of FSP / Grantee, material breach of the Agreement, bankruptcy, reputational downside, bribery, unethical behaviour, etc.

10.3.2 Upon receipt of such notice, the Grantee shall promptly and / orderly bring the Services to a close and shall deliver to the SCBF copies of all reports, drafts and other documents prepared up to this date, such date consequently being deemed the End Date.

10.3.3 The Grantee has to return any unutilised funds to the SCBF within thirty (30) calendar days upon the termination of the present Agreement.

10.4 Termination by the Grantee and / or Financial Sector Partner

The Grantee and / or FSP may terminate this Agreement at any time upon written notice of not less than thirty (30) calendar days for Good Reason (as per section 10.3.1). Upon dispatch of such notice, the Grantee and / or FSP shall promptly and / orderly bring the Services to a close and shall deliver to the SCBF copies of all reports, drafts and other documents (see sections 4.6, 4.7, 4.8 and 4.12) prepared up to this date and return any unused funds to SCBF.

10.5 Consequences of Termination

10.5.1 The Grantee has to return any unutilised funds to the SCBF within thirty (30) calendar days upon the termination of this Agreement.

10.5.2 If the termination is not due to a default on the part of the Grantee, the latter shall be entitled to the fee accrued until the date of termination of the Agreement that will need to be evidenced by invoices and supporting documentation

10.5.3 If the termination is due to a default on the part of the Grantee, the SCBF shall be entitled to claim damages for any direct loss resulting from such default, limited to funds disbursed by the SCBF prior to termination.

11. MISCELLANEOUS

11.1 Insurance

11.1.1 The Grantee shall ensure that all specialists listed in the Budget in Annex 1 shall maintain adequate insurance coverage during their involvement in the completion of this Agreement, respectively, the implementation of this **Product Up-scaling Support/Feasibility Study/Financial Education Campaign** in compliance with all rules and regulations applicable and, in particular, the labour laws and regulations of the jurisdiction of the Grantee.

11.1.2 The SCBF shall not assume any liability for Grantee Staff or consultants.

11.2 Language

This Agreement is prepared in the English language. All direct correspondence between the Parties to this Agreement and the Milestone Reports, Final Operational Report, and Final Financial Report shall be prepared in English. If requested by the SCBF, e.g. (but without limitation) for monitoring and audit purposes, additional reports, studies, technical data, certificates and documents pertaining to the **Product Up-Scaling Support/Feasibility Study/Financial Education Campaign** shall be acceptable also in French, Spanish or German, as per SCBF's discretion and direction.

11.3 Assignment

No Party shall have the right to assign or transfer any rights or obligations arising from this Agreement in full or in part without the prior consent of all the other Parties in writing.

11.4 Entire Agreement

This Agreement and all Annexes attached hereto shall form the entire agreement among the Parties hereto, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject matter hereof.

11.5 Modifications and Amendments

No modification of, or change to, this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the Parties and their duly

authorized representatives in the form of an amendment to this Agreement duly signed by the Parties hereto.

11.6 Confidentiality

11.6.1 All Parties hereby acknowledge and agree that all relevant documents, budget plans, reporting and other information (together the “**Confidential Information**”) received will be treated with strict confidentiality and may not be made accessible to any third party outside the SCBF and unrelated to the **Product Up-Scaling Support/Feasibility Study/Financial Education Campaign** without previous written permission of the other Parties to the disclosing Party, unless such disclosure is required by applicable law.

11.6.2 This section 11.6 shall survive the expiration or termination of this Agreement.

11.7 Force Majeure

11.7.1 Neither the Grantee nor FSP will be liable for failure or delay to temporarily perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable Party, i.e., by reason of Force Majeure.

11.7.2 “**Force Majeure**” being defined as unpredictable events on which the Parties have no control whatsoever and preventing them from executing their obligations under this Agreement. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labour disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the Party’s reasonable control. Written notice of a Party’s failure or delay in performance due to Force Majeure must be given to the other Parties no later than two (2) weeks following the Force Majeure event commencing, which notice shall describe the Force Majeure event and the actions taken to minimize the impact thereof.

11.7.3 All delivery dates under this Agreement affected by Force Majeure shall be suspended for the duration of such Force Majeure. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the Force Majeure condition ceases to exist.

11.7.4 The Grantee and FSP may benefit from an extension of time of the Agreement corresponding to the delay caused directly by the Force Majeure. The Grantee, the FSP and the SCBF will neither be liable to the other Parties for losses or damages sustained by the other Party if the loss or damage arises from any event of Force Majeure.

11.7.5 Should the event of Force Majeure last for more than ninety (90) calendar days, either Party may terminate the Agreement by a written thirty-day (30) notice to the other Parties.

11.8 Notices

11.8.1 All notices to the SCBF, the Grantee or the FSP shall be addressed in writing to the addresses indicated on page 1 of this Agreement or in an e-mail format.

11.8.2 Notices sent to the SCBF the receipt of which is not expressly acknowledged in writing by the SCBF to having been duly received shall not be deemed duly received by the SCBF.

11.9 Severance

The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions. Any gap resulting in consequence shall be filled by a provision consistent with the purpose of this Agreement with the written consent of all Parties.

11.10 Funding [delete for projects funded solely by SDC]

The funding of this Product Upscaling Project is ensured by the Swiss Agency for Development and Cooperation (50%) and Swiss Re Foundation/AGFUND/Credit Suisse etc. (50%).

12. APPLICABLE LAW, GOOD FAITH NEGOTIATIONS, MEDIATION AND ARBITRATION

12.1 Applicable Law

This Agreement shall be governed by, and construed in accordance with, the substantive laws of Switzerland.

12.2 Good Faith Negotiations, Mediation and Arbitration

12.2.1 Good Faith Negotiations

The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement by conducting good faith negotiations in relation to the disputed aspect.

12.2.2 Mediation

- a) Should the Parties fail in their attempts pursuant to clause 12.2.1, any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be submitted to mediation in accordance with the Swiss Rules of Mediation of the Swiss Chambers' Arbitration Institution (SCAI) in force on the date when the request for mediation was submitted in accordance with these Rules.
- b) The seat of the mediation shall be Zurich.
- c) The mediation shall be conducted in English.

12.2.3 Arbitration

- a) If such dispute, controversy or claim has not been fully resolved by mediation within sixty (60) calendar days from the date when the mediator(s) has (have) been confirmed or appointed by SCAI, it shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of SCAI in force on the date when a notice of arbitration was submitted by a Party in accordance with said rules.
- b) The number of arbitrators shall be one.
- c) The seat of the arbitration shall be Zurich.
- d) The arbitration shall be conducted in English.

13. SPECIAL PROVISIONS (DELETE IF NOT APPLICABLE)

Templates and forms which are not included in the Annexes will be shared with the Grantee and the FSP after the Agreement has been duly signed.

Upon signature of this Agreement and submission of a one-page fact sheet in the SCBF template, the SCBF will transfer CHF xx'xxx to the following account:

[Beneficiary name]

[IBAN/Account no.]

[Beneficiary bank], [SWIFT/ABA]

On behalf of the SCBF:

On behalf of the Grantee:

Sitara Merchant
CEO

Name
Title

On behalf of the Financial Sector Partner:

Dana Ellis
Director of Operations

Name
Title

List of Annexes

- Annex 1: SCBF Project Proposal (Product Up-scaling Application Form / Feasibility Study / Financial Education Campaign) (including Budget & Implementation Plan)
- Annex 2: FDFA's Code of Conduct