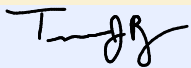





FIXED AMOUNT SUBAWARD

Name of Grantee: Mountain Province State Polytechnic College	
Title of Grant: Development and Evaluation of Colorimetric Chart for Coffee Fruit (<i>Coffea Arabica</i> L.) Ripeness Determination	ACDI/VOCA Work Order No.: J2017-09
Total Fixed Amount (<i>in the currency of payment</i>): PhP1,700,799.00	Grantee DUNS No: 718949407
Period of Performance: October 1, 2021 to December 31, 2022	Place of Performance: Ba-ang Campus, Bauko, Mt. Province, Philippines
Grantee Status: <input type="checkbox"/> US <input checked="" type="checkbox"/> Non-US <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Gov't <input type="checkbox"/> Other :	
Original Donor: United States Department of Agriculture (USDA)	Prime Award CFDA No.: 10.606
Prime Award Title: PhilCAFE	Prime Award No.: FCC-492-2018/001-00
ACDI/VOCA Grant Officer (<i>Vice President of Global Support and Award Management or as designated below</i>): Name: TERRENCE J. RYAN Title: Chief of Party Email: TRyan@acdivoca.org	
Grantee (Administrative) Point-of-Contact Name: REXTON F. CHAKAS Title: President Email: mpspc_op@yahoo.com	
ACDI/VOCA Technical/Program Monitor Name: GILDA B. PALIMA Title: Technical Director Email: GPalima@acdivoca-ph.org	
Grantee (Technical/Program) Point-of-Contact Name: ANNIE GRAIL F. EKID Title: Vice President for Research, Development and Extension Email: vicepresidentforrde@yahoo.com	
ACDI/VOCA Office Address: 339 Sampaguita Street, Juna Subdivision Matina, Davao City 8000 Davao del Sur Philippines Tel.: (082) 296-1089	
Grantee Office Address: Mountain Province State Polytechnic College Poblacion, Bontoc 2616 Mountain Province Philippines Tel.: (083) 500 2796	

In witness of their agreement, and their acceptance of its terms and conditions, ACDI/VOCA and Grantee have caused this Agreement to be executed by their duly authorized representatives:

ACDI/VOCA	Grantee
Signature 	Signature 
Name: TERRENCE J. RYAN	Name: REXTON F. CHAKAS
Title: Chief of Party	Title: President
Date: Sep 29, 2021	Date:

This Grant by ACDI/VOCA to the Grantee is subject to the following terms and conditions:

ARTICLE 1. PURPOSE OF GRANT

The general objective of the grant is to develop a colorimetric chart which could be used by farmers in determining the ripeness of the Arabica coffee berries. The specific objectives are as follows:

1. Develop at least two ripeness guides (colorimetric chart & wristband),
2. Establish the optimum sugar concentration (°brix) for the harvested coffee berries,
3. Develop one training material (proper post-harvest) for extension,
4. Increase the target percentage of ripe cherries harvested from 95-98% to produce specialty arabica,
5. Improve the cupping quality of the selected beans (at least passing rate – 80 pts.),
6. Capacitate the 30 partner coffee farmers on a training course on proper post-harvest, and
7. Capacitate the 30 partner coffee farmers on the use of the ripeness indicators.

The project description is set forth in Attachment B – Grant Application and Budget.

ARTICLE 2. TYPE OF GRANT

This is a Fixed Amount Subaward denominated in the currency of payment as indicated on the cover page. The grantee agrees to implement the activities described in Article 1 for this fixed amount which cannot be adjusted. ACDI/VOCA will not be liable for reimbursing the Grantee for costs in excess of the fixed amount, or outside of the grant period.

ARTICLE 3. CONDITIONS OF FUNDING

a) Funds will be disbursed in the currency of payment to the Grantee upon completion of agreed upon milestones as set below. The milestone payment schedule should include: (a) description of milestone, (b) deliverable(s) under the milestone, (c) completion date, and (d) amount to be paid for the completed milestone. *(Text or picture can be inserted below or added as a separate attachment.)*

No.	Milestone Description	Deliverable	Completion Date	Amount To Be Paid	Payment %
1	Kickoff meeting/Inception meeting with ACDI/VOCA, Project planning	Inception report including implementation plan with strategies and schedules of activities	10/15/2021	255,120	15%
2	Procurement of materials/supplies and equipment	Abstract of Canvass, Purchase Orders and Officials Receipts	11/05/2021	170,080	10%
3	Hiring of personnel, Orientation of coffee farmer partners,	1) Signed personnel contract 2) Partnership agreement with coffee farmers including detailed schedules and tasks/roles	12/15/2021	170,080	10%
4	Training of Project staff and coffee farmer partners (Batch 1)	1) Report on results of project staff training on PHH, green bean grading and basic sensory training (with modules following CQI standards; 2) Training/Activity	01/30/2022	170,080	10%

No.	Milestone Description	Deliverable	Completion Date	Amount To Be Paid	Payment %
		reports and individual registries of farmers			
5	Initial research activities (Participative characterization of coffee berries with the coffee partners; semi-processing of coffee bean samples; cupping of samples;	1) Report on coffee berries characterization and proper identification of fresh coffee berries; 2) Report on coffee bean samples and processing reports; 3) Cupping report of coffee samples (initial profile)	08/05/2022	255,120	15%
6	Ripeness indicators development and validation; Farmers' training for Batch 2	1) Draft manual ripeness indicators; 2) Improved PHH training module; 3) Activity reports with attendance sheet	09/05/2022	170,080	10%
7	Testing of the developed ripeness indicator through the collection of coffee berry samples with the participation of the coffee farmer partners (Part 1)	1) Revised/Final draft Manual on Ripeness Indicators and other reference materials on PHH; 2) Semi-processing report; 3) Cupping report (profile)	10/30/2022	255,120	15%
8	Testing of the developed ripeness indicator through the collection of coffee berry samples with the participation of the coffee farmer partners (Part 2)	1) Final draft Manual on ripeness indicators and other reference materials on PHH; 2) Draft research report	11/25/2022	170,080	10%
9	Wrote and submitted terminal report of the project	1) Project Sustainability plan 2) Project Terminal report	12/30/2022	85,040	5%
Total				1,700,799	100%

Upon submission of the claim for payment for the final milestone, the Grantee must certify in writing to the ACDI/VOCA Technical/Program Grant Monitor that the Grant is completed and the Grantee will make no further claim against ACDI/VOCA after final payment.

The certification shall state:

- 1) All activities and deliverables required under the final milestone have been completed;
- 2) That payment of the sum claimed in this request is proper and due, and that all funds provided by ACDI/VOCA have been used solely for the purposes described in the grant agreement and

- in accordance with all of the terms and conditions therein; and that appropriate refund or credit to the grant will be made in the event of a disallowance in accordance with the terms of the grant, for nonperformance in whole or in part under this grant;
- 3) That any detailed supporting financial information as ACDI/VOCA may require will be furnished by the grantee promptly upon request; and
 - 4) That all requirements called for by the grant have been met up to the date of this certification.
 - 5) The grantee certifies that the grant is completed and the grantee will make no further claim against ACDI/VOCA after final payment.

If the Grantee cannot certify to the completion of milestones, it shall be expected to make appropriate reimbursements to ACDI/VOCA.

- b) Payments to the Grantee will be by electronic funds transfer. It is the Grantee's responsibility to provide ACDI/VOCA with the correct banking information. Unless notified otherwise, electronic transfers will be made to the bank account specified below.

Account Name: MPSPC	Account No.: 1042 1088 86
Bank Name: Land Bank of the Philippines	SWIFT No.: TLBPPHMMXXX
Bank Address: Bontoc, Mt. Province	

- c) The Grantee will maintain records of transactions related to this Grant for at least three (3) years after payment of the final milestone. After the end of this Grant, ACDI/VOCA retains the right, at its discretion, to examine all or a sample of the Grantee's records or transactions related to this Grant.
- d) The Grantee will obtain the ACDI/VOCA Grant Officer's written approval prior to any changes to: 1) the activities being supported by this Grant; 2) the fixed amount of this Grant; 3) the milestones; or 4) change in the completion date. No lower-tier subawards are permitted under this Grant.
- e) Title to any equipment or personal property purchased to accomplish any milestone under this Grant shall vest in the Grantee upon acquisition, with the condition that the Grantee must use the equipment or property for the Grant as long as it is needed for such. Grantee is responsible for the care, maintenance, and security of the equipment or property purchased under this Grant. Grantee is required to immediately report theft, loss, or damage to grant-funded equipment or property to the ACDI/VOCA Grant Officer.
- f) ACDI/VOCA will conduct monitoring of the activities funded by this Grant, including site visits as appropriate.
- g) All materials produced under this Grant (written, graphic, film, magnetic tape, or otherwise) shall remain the property of the Grantee. Except as otherwise provided in the terms and conditions of this Grant, the author or the Grantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but the original donor reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for other purposes. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of the Grant or the execution of its other provisions.
- h) If this Grant or any of its supporting documents are provided in a foreign language, the English language version shall control.

ARTICLE 4. SPECIFIC AWARD CONDITIONS

Add as indicated in the pre-award assessment to address areas of risk or weakness. If none, write "None". This is also the place to put donor-specific or prime award-specific supplemental provisions.

ARTICLE 5. ACDI/VOCA GRANT TERMS AND CONDITIONS

This Grant is subject to ACDI/VOCA's grant terms and conditions in **Attachment A**.

ARTICLE 6. ORDER OF PRECEDENCE

Any conflict between any of the provisions and attachments to this Grant will be resolved by applying the following order of precedence:

1. Articles of this Grant; and
2. ACDI/VOCA Grant Terms and Conditions – Attachment A

-End of Section-

ATTACHMENT A

ACDI/VOCA Grant Terms and Conditions

Clauses in this document may not be applicable to specific grants due to the type of grant issued. Clauses that are not applicable are deemed self-deleting, shall not be removed from this document, and will be considered by all parties to be without force and effect.

1. INDEPENDENT ENTITY

The relationship of the Grantee to ACDI/VOCA is that of an independent entity, and nothing in this Grant will be construed as creating any other relationship. As such, the Grantee will comply with all laws and assume all risks incident to its status as an independent entity. This includes, but is not limited to, responsibility for all applicable income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for the Grantee's protection in connection with work performed under this Grant. Neither the Grantee nor anyone employed by it will be, represent, act, and purport to act, or be deemed to be an agent, representative, or employee of ACDI/VOCA.

This Grant is funded in whole or in part with funds from the original donor. Neither the original donor nor any of its departments, agencies, or employees is or will be a party to this Grant. All communications regarding this Grant must be directed to ACDI/VOCA.

2. CONFIDENTIAL INFORMATION

During the term of this Grant, the Grantee and its employees may receive or have access to data and information that is confidential and proprietary to ACDI/VOCA or the original donor.

"Confidential Information" is defined as all technical information whether directly or indirectly disclosed, in verbal, written, graphic, photographic, electronic, prototypic, sample or any other form.

Confidential Information disclosed in written, graphic or electronic format will be marked on its face as "Confidential" and/or "Proprietary." *Confidential Information* disclosed in verbal or visual form will be summarized in writing and confirmed to the Grantee as "Confidential" and/or "Proprietary" within thirty (30) days following disclosure.

Confidential Information does NOT include information that:

- is or becomes generally available to the public other than as a result of a disclosure by the Grantee;
- becomes available to the Grantee on a non-confidential basis from a source that is not prohibited by a legal, contractual or fiduciary obligation from disclosing such information;
- is developed independently by the Grantee without use of *Confidential Information*, as demonstrated by written records and evidence;
- was in the Grantee's possession or known to the Grantee prior to receipt from the disclosing party; or
- is required by law to be disclosed, provided the Grantee notifies ACDI/VOCA promptly and gives ACDI/VOCA an opportunity to seek an appropriate protective order.

Confidential Information may be used by the Grantee or its employees only for purposes of performing the obligations under this Grant. The Grantee will not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of ACDI/VOCA.

All *"Confidential Information"* disclosed to or otherwise made known to the Grantee as a result of services under this Grant remains the sole property of ACDI/VOCA and/or its original donor.

These obligations of confidentiality and non-disclosure will remain in effect for a period of five (5) years after the termination of this Grant.

3. ORGANIZATIONAL CONFLICTS OF INTEREST

- a) The Grantee represents that, to the best of its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, or that the Grantee has disclosed all such relevant information.
- b) The Grantee agrees that if an actual or potential organizational conflict of interest is discovered after award, the Grantee will make a full disclosure in writing to the ACDI/VOCA Grant Officer. This disclosure will include a description of activities which the Grantee has taken or proposes to take, after consultation with the ACDI/VOCA Grant Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

- c) Remedies – The ACIDI/VOCA Grant Officer may terminate this Grant for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Grantee was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the ACIDI/VOCA Grant Officer, ACIDI/VOCA may terminate the Grant for default.
- d) The Grantee further agrees to insert provisions which will conform substantially to the language of this clause, including this subparagraph (d), in any lower-tier grant or subgrant arising out of this Grant.

4. STANDARDS OF ETHICS AND BUSINESS CONDUCT

The Grantee acknowledges and accepts ACIDI/VOCA's emphasis on the importance of accountability to those who benefit from ACIDI/VOCA's work, and the parties' mutual accountability to each other, to project collaborators, and to our sponsors. The Grantee confirms its accountability to children and to all others whom its programs are intended to serve. In the case of children, the Grantee will undertake to ensure that no individual with any history of crimes against children will be placed in a position involving direct interaction with children as part of the work under this Grant.

The Grantee acknowledges that ACIDI/VOCA corporate policy requires that ACIDI/VOCA's activities be conducted within the letter and spirit of the law. The Grantee, including any of its affiliates and their respective employees, agents officers, or other members of its management will not make any payment, either directly or indirectly, of money or other assets to government or political party officials, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing (referred to collectively as "officials") where such payment would constitute a violation of any law. In addition, regardless of legality, the Grantee will make no payment either directly or indirectly to officials if such payment is for the purpose of influencing decisions or actions with respect to the subject matter of this LoA or any other aspect of ACIDI/VOCA's operations.

5. PROTECTION OF HUMAN RESEARCH SUBJECTS

The Grantee is responsible for safeguarding the rights and welfare of human subjects involved in research under this Grant. The Grantee shall provide ACIDI/VOCA with written assurance satisfactory to the sponsoring federal department or agency that it will comply with the Common Federal Policy for the Protection of Human Subjects found in Part 225 of Title 22 of the Code of Federal Regulations. This policy applies to all research involving human subjects conducted, supported or otherwise subject to regulation by any federal department or agency including research that takes place in foreign countries. In the case of research conducted outside of the United States and remains subject to 22 CFR 225, the Grantee shall submit to the ACIDI/VOCA Technical Monitor written assurance that procedures followed by the Grantee to protect human research subjects are at least equivalent to those in 22 CFR 225. In lieu of a written assurance, ACIDI/VOCA shall accept the existence of a current assurance, appropriate for the research in question on file with the Office for Human Research Protections, HHS, or any successor office, and approved for federal wide use by that office.

Any research supported under this Grant that will involve human subjects as defined in 22 CFR 225 shall not commence until the required assurance has been submitted to ACIDI/VOCA and Grantee has been notified in writing by the ACIDI/VOCA Technical Monitor that all other requisite approvals of the Grantee's procedures pursuant to the protection of human research subjects have been obtained, as appropriate.

6. INSPECTION AND ACCEPTANCE

Acceptance of the effort specified in the Program Description will be made by ACIDI/VOCA's Technical/Program Monitor or his/her authorized representative. ACIDI/VOCA has the right to inspect and evaluate the activities performed under this Grant at all reasonable times and in a manner that will not unduly delay the activities.

All required deliverables will be submitted to the ACIDI/VOCA Technical/Program Monitor. Notwithstanding any other payment provision of this Grant, failure of the Grantee to submit required reports when due, or failure to perform or deliver required activities will result in the withholding of payment under the Grant unless such failure arises out of causes beyond the control and without the fault or negligence of the Grantee.

7. CHANGES AND MODIFICATIONS

Any proposed change to this Grant must be authorized by a written modification to this Grant before performance of the change may begin. Any effort undertaken by the Grantee pursuant to oral instructions or technical directions issued other than in accordance with the provisions of this Grant will be at the Grantee's risk of performing activities outside the Program Description of this Grant and may not be eligible for payment of the costs incurred.

8. LOWER-TIER SUBAWARDS

The Grantee will not execute lower-tier subawards under this Grant without the prior written approval of the ACDI/VOCA Grant Officer.

9. WORKING FILES AND DATASETS

The Grantee certifies that any working files maintained by the Grantee including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Grant will be maintained in an accurate and complete manner. Upon request, the Grantee will provide information contained in its working files to the ACDI/VOCA Technical Monitor.

10. RECORDKEEPING AND ACCESS

The Grantee will maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Grant. These records will be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of ACDI/VOCA or its original donor. The Grantee will retain all such records concerning this Grant for a period of three (3) years after the submission of the final financial report, unless a longer period is specified in the specific terms and conditions of the Grant. If any litigation, claim or audit is started before the expiration date of this three-year period, the records will be retained until all litigation, claims or audit findings involving the records have been resolved.

11. PUBLICATION

Unless otherwise specified in this Grant, the Grantee is encouraged to publish the results of its work under this Grant.

In the event the Grantee proposes any *academic* publication arising out of the Grantee's work under this Grant, the Grantee will contact the ACDI/VOCA Technical/Program Monitor and request copies of ACDI/VOCA's policies regarding publication and authorship. The Grantee agrees to comply with the requirements of those policies.

Disclaimer.

For both *academic* and *non-academic* publications resulting from work performed under this Grant, the Grantee will include a disclaimer which is in substantially conformity with the following example:

"This publication was prepared under a Grant funded by ACDI/VOCA under Cooperative Agreement/Grant No. (insert) funded by (insert name of original donor). The content of this publication does not necessarily reflect the views, analysis or policies of ACDI/VOCA or (insert name of original donor), nor does any mention of trade names, commercial products, or organizations imply endorsement by ACDI/VOCA or (insert name of original donor)"

The Grantee will notify the ACDI/VOCA Technical/Program Monitor when any article, chapter or other publication is published, and will provide a copy of the published work to ACDI/VOCA.

12. TERMINATION

- a) **Termination.** Funding for this Grant is contingent upon factors including the availability of funds to ACDI/VOCA, satisfactory progress by the Grantee, and overall direction of the program of which this Grant is a part. ACDI/VOCA may suspend or terminate this Grant in whole or in part, at any time, and for any reason, by providing five (5) calendar days written notice of the effective date of the suspension or termination to the Grantee. The Grantee will be responsible for satisfying all of its obligations relative to this Grant through the effective date of termination. ACDI/VOCA will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) ACDI/VOCA expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination, were incurred not in anticipation of the suspension or termination, and the costs would be allowable if the Grant were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- b) **Terms upon Termination.** Upon termination, the Grantee will:
1. cease all work except to the extent that is minimally necessary to shut down operations;
 2. return or provide to ACDI/VOCA all materials and work product related to this Grant; and,
 3. provide ACDI/VOCA with such services related to the transfer of tasks under the Program Description to another Grantee as may be specified by ACDI/VOCA upon termination.

The Grantee will be reimbursed for services provided up to the effective date of termination and any such transfer costs as are specified and approved in advance by ACDI/VOCA, provided such services are in accordance with the provisions of this Grant.

13. DISPUTES

In case of a dispute arising from this Grant agreement, the parties shall use their best efforts to arrive at a mutually acceptable resolution. Any disputes under or relating to this Grant shall be decided by the ACDI/VOCA Grant Officer. Decision of the ACDI/VOCA Grant Officer shall be final unless, within 30 days of the decision, the Grantee appeals the decision to the ACDI/VOCA Executive Vice President for Quality and Compliance. Appeals must be in writing with copies concurrently furnished to the ACDI/VOCA Grant Officer and the ACDI/VOCA Executive Vice President for Quality and Compliance. Parties acknowledge that the original donor has no standing in any dispute between ACDI/VOCA and Grantee.

14. INDEMNIFICATION

The Grantee will indemnify, defend, and hold ACDI/VOCA harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to the Grantee, its employees, officers, or agents, or injury to the property of the Grantee, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by the Grantee, its employees, officers, or agents, in the course of performance of any of the work specified in this Grant.

15. DEBARMENT AND SUSPENSION

The Grantee certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

16. TERRORIST FINANCING

The Grantee will not engage in transactions with, or provide resources or support to individuals and organizations associated with terrorism, including those organization and individuals identified in lists promulgated by the US Government, the United Nations and the European Union. It is the legal responsibility of the Grantee to ensure compliance with these laws. This provision must be included in all lower tier Grants issued under this Grant.

17. PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS

ACDI/VOCA reserves the right to terminate this Grant, to demand a refund or take measures if Grantee is found to have been convicted of a narcotic offence or engaged in drug trafficking activities.

18. PROSTITUTION AND SEX TRAFFICKING

None of the funds made available under this Grant may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

If this Grant is for the implementation of HIV/AIDS programs, and if the Grantee is a non-US organization, the Grantee agrees that it is opposed to the practices of prostitution and sex trafficking and hereby certifies that it does not and will not promote the legalization or decriminalization or practice of prostitution or sex trafficking.

19. PROHIBITION ON ABORTION-RELATED ACTIVITIES

No funds made available under this Grant will be used to finance, support or be attributed to the following activities:

- a. Procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
- b. Special fees or incentives to women to coerce or motivate them to have abortions;
- c. Payments to persons to perform abortions or to solicit persons to undergo abortions;
- d. Information, education, training, or communication programs that seek to promote abortion as a method of family planning;
- e. Lobbying for abortion.

No funds made available under this Grant will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extend or consequences of abortions is not precluded.

20. EQUAL EMPLOYMENT OPPORTUNITY

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These

regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

21. DELAYS

Whenever the Grantee knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this Grant, the Grantee will, within five (5) days, notify the ACDI/VOCA Grant Officer, in writing, providing all relevant information with respect to the delay.

22. NOTICES

All notices concerning business or administrative matters under this Grant will be in writing and will be directed to the ACDI/VOCA Grant Officer named in the cover page.

All technical and program related notices and reports will be directed to the ACDI/VOCA Technical/Program Monitor named in the cover page.

23. ENTIRE AGREEMENT

The parties acknowledge that they have read this Grant, understand it, and agree to be bound by its terms. The parties further agree that this Grant, together with all of the referenced and incorporated attachments, is the entire agreement between the parties and that it supersedes all prior agreements, written or oral, relating to the subject matter of this Grant.

If this Grant and any of its attachments are translated to a foreign language, the English version shall control.

24. LIABILITY

With regard to all aspects of this Grant, ACDI/VOCA assumes no liability for any third party claims or damages arising out of this Grant.

25. VALIDITY AND WAIVER

The invalidity in whole or in part of any provision of this Grant will not affect the validity of other provisions. A waiver of a breach of any provision of this Grant will not constitute a waiver of any subsequent breach of that provision or a breach of any other provision of this Grant. The failure of ACDI/VOCA to enforce at any time or from time to time any provision of this Grant will not be construed as a waiver of the provision.

26. ORDER OF PRECEDENCE

Any conflict between any of the provisions and attachments to this Grant shall be resolved by applying the following order of precedence unless otherwise stated in the schedule of the Grant:

1. Articles of this Grant;
2. Program Description – Attachment A;
3. ACDI/VOCA Grant Terms and Conditions; and
4. Donor Terms and Conditions