

AGREEMENT**BETWEEN****Innovations for Poverty Action, A Nonprofit Corporation**

Address: 1440 G St. NW, Suite 9142, Washington, DC 20005-2001, USA

Represented by (statutory): Executive Director

[REDACTED]

[REDACTED]

(hereafter referred to as "IPA")

Of the one part

AND

Name: Národohospodářský ústav AV ČR, v. v. i. (Economics Institute of the Czech Academy of Sciences)

Identification Number: CZ67985998

Address: Politických vězňů 936/7, Praha 1, 111 21, Czech Republic

[REDACTED]

[REDACTED]

[REDACTED]

(hereafter referred to as the "Client")

Of the other part

This CONTRACT concluded in compliance with the provisions of Section § 2586 et seq. of the Act No. 89/2012 Coll., Czech Civil Code, as amended (hereinafter called the "Contract") is entered into between the Client and IPA whereas the Client has requested IPA to provide certain consulting services (hereafter "Services") as defined in the Terms of Reference attached to this Contract.

IPA has skilled personnel and facilities available to undertake the Services.

IPA has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties hereto agree as follows:

1. The following documents shall be deemed to form an integral part of this Contract:
 - 1.1 Appendix A: Description of the Services/Terms of Reference
2. IPA shall use reasonable efforts to perform the Services in accordance with the Terms of Reference incorporated here as **Appendix A**.

3. The mutual rights and obligations of the Client and IPA are set forth in this contract. In particular:

- 3.1 IPA shall carry out the Services in accordance with the provisions of this Contract; and
- 3.2 The Client shall make payments to IPA in accordance with the provisions of this Contract.

4. Description of Services. Data collection

5. Period of Performance. The period of performance under this Contract shall be from November 17th, 2020 to May 31, 2021 (hereafter the “Term”).

6. Financial Provisions

- 6.1 **Contract Price:** The maximum amount in the contract currency is **USD 30,000**.
- 6.2 The Contract Price inclusive of all expenses to be paid as follows:
 - 6.2.1 **First Payment:** USD 15,000 shall be paid upon contract signing
 - 6.2.2 **Second Payment:** Upon satisfactory completion and submission of Deliverables 1, as defined in Appendix A, to Client.
- 6.3 The Second Payment will be based on actual expenditure during the Term, up to the Contract Price, as reflected in the final invoice submitted within thirty (30) days of the expiration or termination date of this Agreement, less the First Payment.
- 6.4 Disbursement of funds by the Client will be initiated within 30 days upon receipt of invoices by IPA.
- 6.5 This Contract may be extended by written agreement signed by authorized representatives of both parties.

7. Confidentiality.

- 7.1. During the course of this contract, the parties may make available to each other certain confidential or proprietary information or one party may otherwise learn of confidential or proprietary information belonging to the other party which may include, but not be limited to, specifications, drawings, sketches, models, samples, computer programs, reports, data, techniques, designs, codes, documentation, and financial, statistical or other technical information. Both parties shall respect the confidentiality of information expressly provided by each of them as “confidential”, “restricted”, or “in confidence” and identified as such in writing. (hereinafter referred to as “Confidential Information”).
- 7.2. Each party agrees that any Confidential Information disclosed hereunder: (i) shall be used by the receiving party solely to carry out the services hereunder, (ii) shall not be distributed, disclosed or disseminated to any third party (except as provided for in this Contract), (iii) shall only be disseminated to employees and researchers carrying out the services on a need to-know basis for the purpose of this Contract, and (iv) shall only be disclosed to third parties both with first, the consent of the disclosing party

and second, provided that such third party has executed a nondisclosure agreement with the receiving party.

7.3. Any personally identifiable information will be maintained with the strictest of confidence and security and will be deleted from all data sets prior to being shared with the Client by IPA in adherence with applicable laws and regulations and the Human Subjects Protocol as dictated by the Institutional Review Board (IRB) of IPA..

8. Intellectual Property.

8.1 Each party shall retain all right, title and interest in and to any intellectual property rights owned, licensed or sublicensed by such party prior to or independent of this Contract.

8.2 All Work Product, as defined below, shall automatically be the joint property of Client and IPA upon their creation or (in the case of copyrightable works) fixation in a tangible medium of expression, and both parties shall own all rights, including all Intellectual Property Rights, as defined below, title and interest herein. As used in this Agreement, "Work Product" shall mean all materials, data, inventions, ideas, research results, information, improvements, works of authorship and any other work product created, developed, made, conceived, reduced to practice or delivered by IPA in performance of this Contract, in whole or in part, solely or in collaboration with others, including, without limitation, the Deliverable, and all intermediate and partial versions thereof, as well as all project materials, flow charts, notes, outlines, and the like created in connection with this Agreement. "Intellectual Property" shall mean all copyrights, trademarks, trade secrets, know-how, patents, patent applications, continuations, continuations in part, divisions, reissues and extensions, all foreign counterparts, mask work rights, and all other proprietary and intellectual property rights.

9. Publications. The Parties will recognize the role of the Client and IPA in designing and implementing the Project through appropriate authorship in any reports and publications. Specifically, the Client will acknowledge in any reports and publications that the data was collected in cooperation with IPA.

10. Use of Names. Neither party hereto shall employ or use the name of the other party in any promotional materials or advertising without the prior express permission of the other party.

11. Liability for Recommendations. The CLIENT understands that there are inherent risks in providing support to computer systems which includes but is not limited to data loss, data corruption, or complete loss of files or directories. The CLIENT agrees that IPA will not be held liable for damages in the case of data loss.

12. Indemnification. Each party agrees to defend, indemnify and hold harmless the other party from and against any and all claims, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this Contract or resulting or arising out of the activities of the work

undertaken by it hereunder. For purposes of this indemnification, "claims" shall include all obligations, actual damages and costs reasonably incurred in defending any claim against the other party, including, without limitation, attorneys' and expert witness fees, court costs, other litigation expenses and travel expenses. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.

13. Termination. Either party may terminate this Contract upon thirty (30) days written notice to the other party. In the event of termination for any reason, IPA shall be paid for all costs and non-cancellable obligations incurred up to the effective date of termination.

14. Severability. If, for any reason, any part of this Contract is held to be invalid, that ruling shall not impair the operation of such other parts of this Contract as may remain otherwise intelligible.

15. Waiver. Any waiver granted by a party hereto shall be without prejudice to any other rights such party may have, will be subject to such party's continuing review and may be revoked, in such party's sole discretion, at any time and for any reason. No party shall be deemed to have waived any right, power or option reserved by this Contract by virtue of: any custom or practice of the Parties at variance with the terms hereof; any failure, refusal or neglect of the Parties to exercise any right under this Contract or to insist upon exact compliance by the other with its obligations hereunder.

16. Force Majeure. Neither Party shall be liable by reason of any failure in the performance of this Contract in accordance with its terms if such failure arises out of causes beyond the control and without the fault and negligence of any Party. Such cases may include, but are not limited, to acts of God, acts of insurrection, fires, floods, epidemics, pandemics, quarantines, strikes, and labor disputes ("Force Majeure Event"). The Parties agree to negotiate in good faith any extension to the term or due dates of this Contract due to a Force Majeure Event. If the Parties are unable to negotiate an extension, either Party may terminate the Contract in accordance with Section 13 (Termination).

17. Binding Effect. This Contract is binding upon the Parties hereto and their respective executors, administrators, assigns and successors in interest and shall not be modified except by written agreement signed by the Parties.

18. No Assignment. This Contract may not be transferred or assigned to any other party without the express written permission of the other parties hereto.

19. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

20. Amendments. This Contract can only be amended by joint written agreement signed by the duly authorized representatives of the parties. No modifications will be binding until signed by both parties.

21. Disputes. In the event of any dispute arising under this Contract written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall negotiate in good faith to resolve the dispute within thirty (30) days of receiving notice of the existence of the dispute. In the event the negotiations fail to resolve the dispute, the parties may pursue other means of dispute resolution, including arbitration, mediation or proceed to litigation in a court of competent jurisdiction. The parties shall each be responsible for all of their own costs of mediation and/or other dispute resolution.

22. Governing Law. The validity and interpretation of this contract and the legal relationship of the Parties to it shall be governed by the laws of the Czech Republic.

23. Register of Agreements. Pursuant to the provisions of Section 2 e) of Act. No. 340/2015 Coll. on special conditions for the effectiveness of certain agreements, publication of such agreements on the register of agreements (Act on the Register of Agreements), as amended, the Client is an entity required to publish concluded private agreements. The IPA agrees with publication of this Agreement, including its amendments, in the manner and within the scope of the said Act. The Client undertakes to ensure compliance with this obligation within the statutory period.

24. Effective Date. This Contract shall enter into force on the date of signing by both Parties. This Contract shall come to effect on the date of publication of the Contract in the Register of Agreements.

IN WITNESS, WHEREOF, the parties have caused this Contract to be signed in their respective names.

For and on behalf of the Client

**For and on Behalf of the Innovations
for Poverty Action - Kenya**

Authorized Representative

Authorized Representative

Authorized Signature

Authorized Signature

Date

Date

