



**DIRECTORATE OF RESEARCH &
DEVELOPMENT**

**ALEX EKWUEME FEDERAL UNIVERSITY,
NDUFU-ALIKE EBONYI STATE, NIGERIA**

SUB-GRANTING POLICY

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1. Project Funds and Compliance

1.1 Funds Payment

Client will disburse funds (“Funds”) to Subgrantee as described in the Project Plan. Subgrantee will, upon Client’s request, refund any unused portion of the Funds if Subgrantee does not complete its work as described in, and on the timeframe set out in, the Project Plan.

1.2 Use of Funds

Subgrantee will use Funds solely as described in the Project Plan.

1.3 Report and Materials

Subgrantee will provide such reports, documents, and royalty-free licenses as contemplated by the Project Plan or as Client may otherwise request in connection with Project execution and compliance with the Funding Agreement. Subgrantee acknowledges that Client is relying on information provided by Subgrantee for purposes of complying with the Funding Agreement and for other matters relating to the Project.

1.4 Compliance with Funding Agreement

Subgrantee will comply with all provisions of the Funding Agreement relevant to the Project and related activities, including funds use, reporting, and attribution requirements. Subgrantee will be bound to Client to the same extent that Client is bound by to the grantor under the Funding Agreement. If there are any inconsistencies between the Funding Agreement and this Agreement or the Project Plan, the Funding Agreement will control.

Transfer of Fund

All funds transferred to sub-grantees to grantor(s) as either amount disbursed or amounts actually reported as spent on the sub award(s) underlying programme shall be report to the responsible persons and on time.

2. Project Execution

2.1 Project Activities

Subgrantee will carry out the Project in accordance with this Agreement, the Funding Agreement, and applicable law.

2.2 Project Contacts

Client and Subgrantee will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Project. The initial appointees are identified in the Project Plan. When the project is completed the following are reported:

- a) filing and recording the final sub-grant expenditure report;
- b) final payment or recovery of unutilised funds and onward payment of this amount to the grantor, as required;
- c) that the sub-grant unique code is deactivated to new expenditure and any remaining expenditure cleared to zero;
- e) report to grantor as required by grantor.

2.3 Recordkeeping

Subgrantee will maintain records relating to its Project responsibilities as contemplated by the Project Plan and in a manner such that Client can evaluate Subgrantee's compliance with this Agreement and the Funding Agreement. Subgrantee will make those records available for review by Client on reasonable notice during the term of this Agreement and for a period of five (5) years after its termination. Subgrantee will reasonably cooperate with Client in providing information in connection with any funder, financial or tax audit, or similar matter, in which Client is engaged.

Advance

The University reviews and reconciles any outstanding advances before permitting the release of any subsequent tranche of funding to a sub-grantee. This is to ensure prudence and accountability.

2.6 Responsibility for Actions

Subgrantee will have sole responsibility for planning and carrying out its activities. Subgrantee will have sole responsibilities for hiring, monitoring, and paying any employees, and for its contracts with third parties. Client will not assume any liability for the performance by Subgrantee of its contracts or of any of its other obligations. Subgrantee acknowledges that conduct of Subgrantee and its agents, if any, and any other legal obligations of Subgrantee, are the sole responsibility of Subgrantee.

4. Termination

4.1 Termination by Client

Client may in its sole discretion terminate this Agreement at any time if (i) Subgrantee uses the Funds for any purpose other than as stated in the Project Plan; (ii) Subgrantee makes any misrepresentation in any report or other document delivered or statement made to Client; or (iii) the Funding Agreement terminates by reason of grantor action or otherwise. If Client take such action, Client will send Subgrantee a written notice to that effect, with the termination effective ten (10) days after Client delivers it.

4.2 Termination for Breach

If either party materially breaches any of its obligations under this Agreement, the nonbreaching party may provide the breaching party with written notice of the material breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement effective immediately upon delivery to the breaching party of a written notice to that effect. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

5. General Provisions

5.1 Entire Agreement

This Agreement, together with the Project Plan and any other exhibits, expresses the final, complete, and exclusive agreement between Subgrantee and Client, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Subgrantee and Client relating to its subject matter. If there are any

inconsistencies between the Project Plan and this Agreement, this Agreement will control.

5.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Subgrantee and Client which recites that it is an amendment to this Agreement.