



Humanitarian  
OpenStreetMap  
Team



## Booster Grant Agreement

**This Agreement is between:**

Open Mapping Hub – Asia Pacific (referred to as **OMH-AP, we, our**) represented by:

***Nama Budhathoki***

*Asia and the Pacific Hub Director*

Location: 94, 10th Avenue, Cubao, Quezon City 1109 Philippines

and

**Prof . Vallipuram Kanagasingam**

Vice-Chancellor,

Eastern University, Vantharumoolai Chenkaladi

Sri Lanka

## Definitions

**“Agreement”** means this document and each of the appendices

**“Budget”** means the budget for the project as agreed between the granting organization and the grant recipient for the delivery of the outputs and outcomes as set out in Appendix

**“Facilitating Team”** means a small three- to seven-member team from the local OSM community to coordinate with the community, the institution administering the fund, and the Hub

**“Grant”** is the sum of money given to the Grant Partner for the execution of the project

**“Grant Period”** is the period of time between the effective date and the expiration date of a grant

**“OMH-AP’s Primary Contact”** means the main point of contact from OMH-AP who will support the Grant Partner during the project, in this case: *Mikko L. Tamura (Community Manager for the Asia and the Pacific Hub)*

**“Parties”** refers to both the grantor [Open Mapping Hub – Asia Pacific] and the Grant Partner Eastern University Sri Lanka

**“Project End Date”** means the date upon which the project is completed as agreed by both parties

**“Project Lead”** means the name of the individual accountable for the implementation of this project, in this case: Dr.K.Rajendram

## Terms & Conditions

- 1. Purpose of Grant.** This grant fund is provided to the **Eastern University of Sri Lanka**. Funds shall be used solely for the purposes and activities described in consultation with the local OSM community, to create a sustainable OpenStreetMap movement in the region, leveraging in boosting the local community activities described in this Agreement (including all attachments).
- 2. Grant amount.** OMH-AP will award the total grant amount of USD 25,000.00.
- 3. Payment & Reporting.** Payments are subject to compliance with this Agreement, including achievements, and OMH-AP’s approval, of any applicable targets, milestones, and reporting deliverables indicated in this Agreement. OMH-AP may, in reasonable discretion, modify payment dates or amounts and will notify the Grant Partner of any such changes in writing.

The fundamental spirit of the Booster Grant is community building and engagement. In line with this spirit, the Grant Partner agrees to administer 90% of the grant funds to the community, as laid out by the Facilitating Team in consultation with local OSM community and Booster Grant Guidelines. The 10% shall be accorded to the Grant Partner for administering the fund, which it can utilize at any given point within the grant period so long as the Facilitating Team has approved.

4. **Banking.** OMH-AP encourages the Grant Partner to open a separate bank account dedicated for the purpose of this Grant.

5. **Disbursement.** OMH-AP shall disburse the total grant award as follows:

Tranche	Required Submissions	When
1st 10% (USD 2,500.00)	Agreement Signing International Banking Form W8-BEN and other due diligence documentations	December 30, 2022
2nd 40% (USD 10,000.00)	<u>OSM Community Booster Plan</u> by Facilitating Team develops in coordination with local OSM community <ul style="list-style-type: none"> <li>● Activities and Work Plan</li> <li>● Budget</li> <li>● Wikipage</li> </ul>	February 15, 2023
n/a	<u>Quarterly Dashboard</u> Dialogue with AP Hub	To be determined
3rd 40% (USD 10,000.00)	<u>Milestone Report*</u> <ul style="list-style-type: none"> <li>● Financial Updates</li> <li>● Communication Materials</li> </ul> Booster Grant Sharing Session	June 15, 2023
4th 10% (USD 2,500.00)	<u>Final Milestone Report</u> <ul style="list-style-type: none"> <li>● Financial Updates</li> <li>● Communication Materials</li> <li>● Wikipage</li> </ul> Booster Grant Sharing Session	October 15, 2023

Disclaimer: OMH-AP is not responsible for any costs incurred in the receipt of these funds, including but not limited to currency conversion loss/gain, bank fees, or transactional costs of a fiscal sponsor.



- 6. Effective Date.** The terms and conditions of this agreement shall become effective upon the Grant Partner's counter-signature and return of this agreement to OMH-AP.
- 7. Grant Period.** Grant money is to be used only during the period from **December 15, 2022** through **October 31, 2023**, unless otherwise earlier terminated by either party. The Grant Partner is requested to seek prior approval from OMH-AP if there will be any changes, or if there will be any request for extension prior to the end of the Grant Period.
- 8. Key Personnel.** In the event that the below listed Key Personnel leaves or gives notice of intending to discontinue this role, the Grant Partner shall promptly inform OMH-AP. Grant Partner shall ensure the orderly transition of their responsibilities under the Grant and ensure that the Key Personnel properly perform their roles and responsibilities in accordance with the terms and conditions of this Agreement.

Dr K.Rajendram, Project Lead
Mr S Suthakaran, Technical Coordinator
Mrs T Sachchithanatham, Project Coordinator

- 9. Term.** The term of this Agreement shall begin on the Effective Date and continue through the end of the Grant Period.
- 10. Termination.** Either Party may terminate this Grant Agreement upon thirty (30) days written notice to the other. OMH-AP may immediately terminate this Agreement if the grant Partner engages in prohibited use of the grant money or use that is not in line with the spirit of the Booster Grant.
- 11. Effect of Termination.** Within thirty (30) days following the earlier expiration or termination of the Term, the grant Partner shall return to the OMH-AP Primary Contact:
- any unexpended portions of the Grant to the OMH-AP within thirty (30) days after the termination or expiration of the Term; and
  - all reports, documentation, evidence or other project information for the Program and expenses incurred during the Term.
- 12. Project amendment.** Any amendment to the Project must not in any way modify the scope, terms or amount of the Grant. The Grant Partner is required to submit an official amendment request by email to OMH-AP's Primary Contact. Kindly await express approval before carrying out any of these proposed changes and, in any event, no later than thirty (30) days before the Project End Date.
- 13. Approved Costs.** The grant funds awarded by OMH-AP are to be used in the spirit and guidelines of Booster Grant (Appendix 1). OMH-AP reserves the right to revoke the Grant, in whole or in part if, in OMH-AP's sole discretion, the Grant Partner is not satisfactorily following the guidelines of Booster grant or pursuing the activities and work plan submitted to the Hub.

- 14. Prohibited uses.** Grant Partner shall not use this Grant or any portion thereof for non-charitable, campaign, lobbying, or terrorist activities or any other purpose prohibited by law. Unauthorized use of this Grant money may result in termination of the agreement with such amounts becoming immediately due and payable for reimbursement to OMH-AP.
- 15. No duplication of funding.** OMH-AP encourages Grant Partners to seek additional funding for the organization or as co-funding or match-funding for the project. However, Grant Partners shall not request or obtain public or private grants for the same Approved Costs covered by this Grant.
- 16. Unused funds.** If the Grant Partner does not use all or part of the Grant, or it becomes unable to complete the Project because it ceases to exist or ceases operating or for any other reason, the Grant Partner must notify OMH-AP immediately. Clauses 9 and 10 are effected and OMH-AP will be entitled to repayment of all unspent funds within thirty (30) days of such notification.
- 17. Publicity.** Grant Partners do not need OMH-AP's written permission to publicly share their receipt of the Grant. OMH-AP may indicate its involvement with the Grant Partner, and/or publicize information about the project on its website and elsewhere. By accepting this agreement, the Grant Partner consents to OMH-AP's use of the Grant Partner's name in editorial content or communication mediums without prior permission.
- 18. Grant materials.** Grant Partners acknowledge that all materials provided to OMH-AP in connection with this Grant may be publicly shared by OMH-AP for any purpose, without any prior consent or approval.
- 19. Cooperation.** OMH-AP and Grant Partner agree to engage transparently and cooperate with each other by providing information and materials as reasonably requested. Grant Partner is expected to participate in monthly check-ins during the Term with OMH-AP to provide updates on its progress. The Grant Partner must also promptly communicate any issues regarding its obligations.

The OMH-AP Primary contact for the duration of the programme is *Mikko Tamura - Asia and the Pacific Regional Hub Community Manager*, whom the Grant Partner should contact with any issues arising hereunder via email at: [mikko.tamura@hotosm.org](mailto:mikko.tamura@hotosm.org). In the event of a change in OMH-AP Primary Contact during the Grant Period, the secondary contact is *Melai Opeña-Basilio - Regional Finance Manager* who can be contacted via [melai.openabasilio@hotosm.org](mailto:melai.openabasilio@hotosm.org).

- 20. Legal Compliance.** Grant Partner shall at all times conduct its project activities in full compliance with all applicable federal, state and local laws, regulations and ordinances (Applicable Law).

Grant Partner represents and warrants, and shall ensure that its subcontractors, subawardees, affiliates and agents represent and warrant, that it is in compliance, aside from all applicable existing local laws and regulations, with United States economic



sanctions, import/export Regulations, anti-bribery Regulations, anti-terrorism Regulations and anti-money laundering Regulations, including but not limited to the USA PATRIOT Act, the Regulations administered by the United States Treasury Department's Office of Foreign Assets Control and Executive Order 13224.

**21. Reporting and documentation.** During the Term, the Grant Partner shall provide each of the reports and documentation described below:

- OSM Community Booster Plan (Activities and Work Plan, Budget, and Wikipage)
- Quarterly Dashboard
- Milestone Report, and Final Milestone Report with Financial Updates and Communication Materials. These include:
  - Accurate financial reports as a result of the Grant expenditures. These are to be made accessible to the members of the community as requested; and any audited financial statements received during the Grant Term of the Grant.
  - Communication Materials under an open license, for use in HOT promotional materials.

OMH-AP will hold an orientation and will provide Reporting Guidelines together with standard templates. Failure by Grant Partner to fulfill this obligation may result in tranche of Grant not being disbursed and ineligibility for future grants from OMH-AP.

**22. Financial management.** The Grant Partner is responsible for all matters relating to the utilization of the Grant pursuant to this Agreement. This includes:

- keeping good accounting records and ensuring that a trained person is handling the day-to-day management of funds and book-keeping.
- ensuring that all financial transactions, including bank transactions, related to the Project are approved, tracked and reported in a transparent manner including being able to isolate expenditures and permit the identification of all expenditures made.
- ensuring expenses are specified in the books in, at the very least, the same level of details as in the budget and in such a way that the items of the budget and the accounts are comparable.
- being ready to provide promptly such financial information and copies of its records as OMH-AP reasonably requires.

**23. Legal Flow-down Requirements for Subawardees**

- Use of funds for terrorism and other acts, either by Grant Partner or local OSM community, is illegal per applicable local law are prohibited.
- Grant Partner agrees to carry out a risk assessment for each Community award prior to disbursing funds and to share with OMH-AP any MOUs or similar agreements with the Community.
- Grant Partner agrees to review financial reports from communities to ensure funds are spent in-line with project activities. If there is misuse of funds, Grant Partner agrees to notify OMH-AP immediately (within 2 business days).

**24. Records.** Grant Partner is responsible for retaining all receipts and records of its project expenses for three (3) years or such a longer period of time as required by Applicable Law. Grant Partner shall make its financial records related to this Grant available upon reasonable request for review by OMH-AP's personnel or its representatives during the Term and for three (3) years thereafter.

**25. Indemnification.** Grant Partner shall indemnify, defend and hold harmless OMH-AP and its parent group, Humanitarian OpenStreetMap Team US (HOT) and OMH-AP's and HOT's officers, governors, agents, directors, employees, volunteers or invitees, with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions), in each case, arising from or in connection with the Program. This indemnification shall also apply to any approved subcontractors or sub-grantees, in accordance with 14 above.

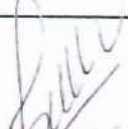
**26. Insurance.** Grant Partner shall obtain and maintain appropriate insurance against liability for injury to persons or property arising from activities relating to the Grant.

**27. Dispute Resolution.** This Agreement shall be governed by the applicable local laws, without regard to the choice of law principles thereof.


**28. Severability.** To the extent that any provision of this Agreement is deemed invalid or unenforceable, it shall be considered deleted, and the remainder of such provision of this Grant Agreement shall be unaffected and continue in full force and effect.

If the organization agrees to these terms and desires to accept this Grant from the Open Mapping Hub – Asia Pacific, please have an authorized representative sign and return a copy of this Agreement to Mikko L. Tamura and Melai Opeña-Basilio.

The Open Mapping Hub – Asia Pacific Team represented by:

Nama Budhathoki		Asia and the Pacific Hub Director	12 December 2022
<b>Name (print)</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>

I certify that Eastern University of Sri Lanka named above accepts the terms and conditions outlined in this Grant Agreement:

Prof Vallipuram Kanagasingam	 Vice Chancellor Eastern University, Sri Lanka	Vice-Chancellor Eastern University Sri Lanka	19th Dec, 2022
<b>Name (print)</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>