



March 20, 2024



Corporación Integral Para El Desarrollo Comunitario -CAMINAR
Mz f casa 1 Buenos aires parte alta
Quibdó
270001 Colombia
mcopete63@corpocaminar.com

RE: THE COLOMBIA LAB GRANT APPROVAL: LABS 2024/03/07

Dear Maritza Adriana Copete Hernandez,

It is a pleasure to inform you that the Network for Empowered Aid Response (NEAR) approved a grant payable to Corporacion Integral Para El Desarrollo Comunitario CAMINAR (Grantee) in the amount of USD 10,000.00 (Ten Thousand United States Dollars only). Grant funds will be used immediately to support the Colombia Lab Workplan. Please return this signed Agreement immediately to rmunyuni@near.ngo, indicating the Grantee's acceptance and agreement with the following terms and conditions.

1. Purpose: This grant and any interest income earned thereon will be used as described in Annex 1 through 3 (Startup Grant Workplan, Budget and Convener's Terms of Reference) and any approved revisions.
2. Legal entity and authority: You confirm that (a) You are an entity duly organised or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organised or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify NEAR immediately if any of these changes during the term of this Agreement.
3. Grant Period: Upon our receipt of this signed grant agreement, the grant period shall begin on **April 1, 2024, and extend until October 15, 2024**, at which time, all funds, including any income derived therefrom, should be fully expended, or the balance returned to NEAR. This grant shall be considered active until the final report has been approved.
4. Payment and Reporting Schedule: This grant is payable in one instalment, 100% upon receipt of this signed grant agreement. The Grantee agrees to submit a final financial report upon the funds' expenditure and completion of the project in a period not to exceed **October 30, 2024**. The report must include verification records of all expenses. Please submit the report and backup documents to NEAR to Rolington Munyni at rmunyuni@near.ngo in copy. Specify the Grantee's name and type of report in the subject line. Any unused funding should be returned to NEAR at the time of submission of the financial report. Written reports shall be provided as per the schedule provided in Section 7 of this grant agreement.
5. Grant Modifications: Any changes to the terms of this grant agreement, including but not limited to changes to the approved budget, the scope of work, objectives, outcomes and other deliverables, the grant period, or payment and reporting schedule, must be approved in writing in advance by the Executive Director of NEAR. Please contact rmunyuni@near.ngo to initiate a grant modification request.
6. Account and Evaluation: The Grantee agrees to maintain a complete and accurate accounting of all expenditures made under this grant to enable NEAR to easily determine how the grant funds, including any interest earned thereon, were spent. The Grantee also agrees to retain these records during the grant period until NEAR approves the final report. During this time, Grantee shall make records available to

NEAR (or its designated representative) at reasonable times for inspection or audit at NEAR's expense. The Grantee shall provide NEAR scanned/electronic copies of payment vouchers, their supporting documents, and the final financial report.

7. **Monitoring, Evaluation & Learning:** The Grantee agrees to participate in the monitoring and reporting of activities conducted and made possible by this startup grant. The Grantee is required to budget for and cover the costs of the anticipated monitoring and reporting activities, which will contribute to the NEAR network's broader strategic goals and related learning agenda.

Throughout the grant period, the Grantee is explicitly expected to contribute to both NEAR's learning agenda in the following specific ways:

- ☐ Keep the designated NEAR Secretariat Regional Representative(s) routinely abreast of ongoing developments, advances, and challenges via email and/or Whatsapp calls or messages.
- ☐ Participate in peer-to-peer learning exercises that the NEAR Secretariat sets up.
- ☐ On a quarterly basis and three times over the grant period (by July 31, September 30, and December 31, 2024), share briefly and in writing¹ addressed to your designated Regional Representative Enrique Garcia at ehidalgo@near.ngo, with rmunyuni@near.ngo in copy:
 - Key insights and lessons learned based on a quarterly pause & reflect Lab exercise to be conducted by NEAR.
 - Any advances made in relation to the following, with supporting evidence whenever possible:
 - stakeholder mapping exercises or localisation-related research conducted.
 - dialogues/events initiated by external actors, in which Lab representatives may have attended and/or directly contributed to discussions.
 - dialogues/events initiated by the Lab, in which Lab members openly shared their realities, needs and/or solutions with donors/decision-makers (*) ☐ joint and direct initiatives between Lab and donors/decision-makers ☐ learning products generated and/or disseminated as part of the Lab.

(*) Whenever possible, the Grantee will ask donor representatives to take a very brief online survey (designed and provided by NEAR) at the end of Lab-donor dialogues or events. The NEAR-developed survey asks the same question to all donors regardless of the context, asking "the degree to which they felt that the dialogue had helped to clarify beliefs and priorities around localisation." The survey aims to capture donor-perceived usefulness of their engagements with NEAR Labs. NEAR will provide the corresponding survey QR code to the Grantee to ensure the Grantee can access the survey results and share related findings on the effectiveness of direct engagements between local actors (NEAR members) and global/aid system key actors (donors).

8. **Lobbying and Non-Permitted Uses:** This grant is not in any way earmarked to support or carry on any lobbying or voter registration activity, or any action that may be perceived as political in nature. Grantee warrants that none of these funds will be used to influence legislation unless permitted by law. Furthermore, NEAR's contractual relationship will be exclusively with the Grantee, who guarantees that NEAR's support for the Grantee's activities will remain strictly non-political and will not be utilised to support or promote any political stance, explicitly or implicitly; this includes ensuring that activities, messaging, and outputs undertaken as part of this grant agreement do not endorse any political parties or positions.

¹ A template for the written reports will be provided by NEAR to the Grantee a month prior to the submission deadlines. The Grantee may also request the report template from NEAR at any time.

9. **Applicable Law, Anti-Terrorism and Sub-Granting:** The Grantee agrees that these funds will be used in compliance with all applicable laws, including all anti-terrorism financing and asset control laws and regulations and that none of these funds will be used to support or promote violence, terrorist activity or related training, or money laundering. Sub-granting is not permitted unless specifically approved in the grant budget. The Grantee must cross-check all sub-grantees approved for sub-granting against the terrorism watch lists designated by the U.S. Treasury Office of Foreign Assets Control (OFAC) and refrain from providing financial or material support to any listed individual or organisation.
10. **Survival:** A Party's obligations under this Agreement will be continuous and survive expiration or termination of this Agreement as expressly provided in this Agreement or otherwise required by law or intended by their nature.
11. **Compliance:** Failure to comply with any of the terms of this grant agreement and any subsequent modifications may result in one or more of the following. (a) Termination of the grant. (b) Suspension of future grant payments until Grantee demonstrates compliance. (c) Grantee's immediate reimbursement to NEAR of the amount of any NEAR grant funds expended for purposes not previously approved by NEAR. (d) Grantee's immediate refund of all unexpended NEAR grant funds to NEAR.
12. **Jurisdiction:** This grant agreement shall be governed and construed in accordance with the laws of the District of Columbia USA, applicable to agreements made in such jurisdiction without regard to conflicts of law doctrines, and the parties agree that jurisdiction and venue for any dispute regarding this grant agreement will be in such jurisdiction.
13. **Entire Agreement, conflicts, and amendments:** This Agreement contains the Parties' entire Agreement and supersedes all prior and contemporaneous agreements concerning its subject matter. This Agreement will prevail if there is a conflict between this Agreement and the Proposal Narrative or budget. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorised representatives of both Parties.
14. **Force Majeure:** Failure of any party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of or default under this Agreement in so far as such inability arises from an act, event, omission or accident beyond the Grantee's reasonable control (Force Majeure Event including, without limitation, delays arising out of acts of God, acts or orders of a government, agency or instrumentality thereof (whether of fact or law), acts of public enemy, riots, embargoes, strikes or contingencies that are beyond the control of the Party, provided that the Party (i) has taken all reasonable precautions, due care and reasonable alternative measures to carry out the terms and conditions of this Agreement and (ii) has informed NEAR immediately about the occurrence of such an event and in any event not later than 7 days after the occurrence of such event. Force Majeure shall not include any event which is caused by the negligence or intentional action of the Grantee, nor any event which a diligent party could reasonably have been expected to both take into account from the effective date of the Agreement and avoid or overcome in the carrying out of its obligations.
15. **Waiver:** Failure by either Party to insist in any one or more instances on strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.



16. Notices and approvals: Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page or as otherwise directed by the other Party.

17. Severability: Each provision of this Agreement must be interpreted as enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

18. Counterparts and electronic signatures: Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by PDF, or other electronic means, each of which will be deemed an original and all of which when taken together, will constitute one Agreement. The electronic signature will be binding for all purposes.

Kindly acknowledge and accept the above terms and conditions by signing below.

NEAR appreciates your cooperation in preparing for this grant, and we extend our best wishes for its successful implementation.

Sincerely,

Hibak Kalfan
Executive Director
NEAR
Email: hkalfan@near.ngo

Date: _____ March 20, 2024

ACKNOWLEDGED, ACCEPTED AND AGREED

By: _____

Date: _____ March 25, 2024

Title:
Representante
Legal
Corporation
Integral para el
desarrollo
comunitario
Caminar
Email:
mcopete63@corpo
caminar.com



ANNEXES:

Annex 1: Startup Grant Workplan

Annex 2: Startup Grant budget

Annex 3: Lab Convener Terms of Reference



Annex 1: Startup Grant Workplan



Colombia LABs

initiative project 2024

Annex 2: Lab startup grant budget



COLOMBIA LABs 1
year budget.xlsx

Annex 3: Lab Convener Terms of Reference



Terms of Reference for
Convenor_ LABs C