



Centre for
Public Impact
Founded by BCG

Grant Agreement

The Google AI Opportunity Fund

Agreement ref: AIOF SGC-[01]





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The Parties to this Grant Agreement are:

The Centre for Public Impact Europe represented by:

Gwendolyn Casazza

Programme Director

3 More London Riverside, London, SE1 2RE, United Kingdom

For the Centre for Public Impact Europe (**CPI**),

and

[Name of the Grantee]

[Registered address of Grantee]

[Name and position of representative individual]

(**the Grantee**), referred to collectively as the **Parties** and each individually as a **Party**.

Background

- A) CPI has agreed to pay the Grant to the Grantee to assist it in carrying out the Project.
- B) This Grant Agreement sets out the conditions on which the Grant is made by CPI to the Grantee.
- C) This Grant Agreement is contingent upon the receipt of funds for sub-granting related to the Google.org AI Opportunity Fund.

1. Introduction and Definitions

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Agreement ref: AIOF SGC-[01]

Centre for Public Impact Europe, a charitable company limited by guarantee, registered in England and Wales, company number: 12436197, charity number: 1193597. Registered office: 3 More London Riverside, London, SE1 2RE, United Kingdom





1.1 In this Grant Agreement:

- (a) “**Eligible Expenditure**” means expenditure in relation to the Funded Activities outlined in Grantee budgets for the fulfillment of project outputs;
- (b) “**Equipment**” means the tools and machinery which the Grantee may use in order to conduct research and any other activity that is necessary to deliver the Project for which grant funding is being provided under this Grant Agreement;
- (c) “**Impact Measurement**” means the tracking of the beneficiaries, outputs, and outcomes of the Project;
- (d) “**Support and Review Visit**” means a visit of up to 10 days made by one or more representatives appointed by CPI to the country where the Project is being implemented. The visit will include discussions with key stakeholders involved in the Project to provide guidance, gather feedback, and assess progress in alignment with project goals;
- (e) “**Financial Year**” means the 12 month period 1 January to 31 December;
- (f) “**Funded Activities**” means the Project-related activities of this Grant Agreement;
- (g) “**Funded Period**” means the period for which the Grant is awarded specified as 1 January 2025 to 31 December 2026;
- (h) “**Insolvency Event**” means the calling of any meeting of a Party’s creditors; the appointment of any receiver, administrator, or administrative receiver over all or any part of its assets or undertaking; the suspension or cessation of its business; any threat to suspend or cease its business; the making of a winding-up order; the convening of a meeting to pass a winding-up resolution; or it entering into liquidation, or any equivalent event in any jurisdiction;
- (i) “**Grant**” means the sum or sums of money [in EUR] to be provided to the Grantee in accordance with this Grant Agreement;





- (j) “**Intellectual Property**” means all copyright, patents, trademarks, database rights, design rights, goodwill, know-how and all other intellectual property rights, whether registered or unregistered, in any part of the world;
- (k) “**Financial Irregularity**” includes, regardless of the amount, any fraud, corruption, bribery, money laundering, terrorist financing, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant for purposes other than the Project;
- (l) “**Project**” refers to the agreed AI upskilling and learning project that will respond to underserved worker groups identified by the Grantee, that will be implemented by the Grantee with the assistance of CPI, to contribute to achieving the desired outputs of the Google.org AI Opportunity Fund;
- (m) “**Term**” means from the commencement date of 1 January 2025 until the project end date on 31 December 2026 when it will automatically expire, unless terminated earlier;
- (n) “**Project Implementation**” means all the activity which the Grantee undertakes in order to deliver the Project which is being funded under this Grant Agreement;
- (o) “**Staff**” means all persons employed or otherwise used by the Grantee to perform its obligations under this Grant Agreement;
- (p) “**Unspent Funds**” means any funds paid to the Grantee in advance of expenditure which remains:

2. Grant Offer

- 2.1 CPI offers to pay the Grantee the Grant on condition that the Grantee complies fully with the conditions of this Grant Agreement.
- 2.2 The Grantee acknowledges that CPI agrees to provide funding only for the amount, period and purposes set out in this Grant Agreement.





3. Purpose of the Grant

- 3.1 CPI is providing grant funding to cover Eligible Expenditure incurred by the Grantee to carry out the Project in line with the project budget [[Budget Annex](#)]. All Project expenditures must be completed within the agreed Term and actual expenditure against each budget line item to within 10% over or under its budget allocation. Grant funds will be distributed in instalments as outlined in the payment schedule annex. Each installment will be released to the Grantee upon submission of a Payment Request Form, with CPI advising the Grantee on the appropriate timing for submission, the Grantee must ensure that at least 75% of the current installment has been utilized before requesting the next installment.
- 3.2 The Grantee accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement and undertakes to use such funding only for the purpose of carrying out the Project in accordance with the Project outputs and activities [[Project Annex](#)].
- 3.3 The Grantee is solely responsible for compliance and payment of any and all international, federal, state, and local sales, use value-added, and excise taxes, and any other taxes or duties of any nature whatsoever assessed upon or with respect to the Funds in accordance with applicable laws.
- 3.4 Funds will not be used for:
- (a) the personal benefit of, or to make a gift to, any particular business official or employee;
 - (b) to engage in political or lobbying activity;
 - (c) to honor any government official;
 - (d) to corruptly give anything of value directly or indirectly to anyone, including any government official, for the purpose of (i) gaining or retaining business, (ii)





causing a government official to do or not do something in their official capacity, or (iii) to gain any other improper advantage.

4. Funding Period

- 4.1 The Funding Period is from 1 January 2025 to 31 December 2026.
- 4.2 Project Implementation will begin on the day after the last of the two parties signs this Grant Agreement.

5. Amount of the Grant

- 5.1 CPI will provide up to a maximum of [currency and amount in numbers] for the total costs of the Project, which will be paid in instalments [refer to Payment installment Schedule]. [currency and amount in numbers for FY1] for Financial Year 1 and [currency and amount in numbers for FY2] for Financial Year 2 of the Project.

6. Reduction and Recovery of Grant

- 6.1 Without prejudice to CPI's other rights and remedies (whether arising under this Grant Agreement or otherwise), CPI may withhold or suspend payment of all or any part of the Grant and/or require the Grantee to repay any Unspent Funds and funds misapplied in breach of conditions, if the Grantee fails to comply in any material respect with any of the terms of this Grant Agreement, and/or following the occurrence of the events set out in sections on Fraud/bribery/terrorist-financing/money laundering/ corruption and Safeguarding for the prevention of sexual exploitation, abuse and harassment.

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- 6.2 All Unspent Funds, as calculated by CPI, must be repaid to CPI within thirty (30) working days from the date on which the request for payment is sent.
- 6.3 The Grantee may not retain any Unspent Funds upon project completion.
- 6.4 If the Grantee undergoes an Insolvency Event, CPI will be entitled to recover any Unspent Funds and/or may withhold any further Grant payments. If any of the Unspent Funds is held by the Grantee's own contractors, the Grantee must recover those sums (and shall procure that it has an enforceable right to recover those sums) from its contractors.

7. Managing the Grant

Reporting

- 7.1 The Grantee will provide quarterly impact updates over the duration of the project via participation within monitoring and evaluation activities outlined in clause 7.6 and bi-annual financial reports to be submitted to CPI within 15 days following the completion of each respective period;
- 7.2 Impact Updates will:
 - (a) provide an overview of progress made on the Project;
 - (b) indicate any support needs for project delivery
- 7.3 Financial reports will include:
 - (a) comparison of budget vs actual expenditure against budget categories
Annex with budget
 - (b) to include only Eligible Expenditure in line with the project budget
 - (c) a transactional record of expenditure sourced from accounting records including, transaction reference, transaction date, details, expense category, project budget category, transaction amount in both transactional currency and reporting currency (EUR).





- 7.4 If requested by CPI, the Grantee will send copies of invoices and receipts to CPI within one (1) calendar month after sending a relevant Financial Report for the purpose of verifying reported transactions.
- 7.5 The Grantee will support CPI to provide anonymized and aggregated Impact Survey results, providing the details of the Impact Measurement and in accordance with instructions provided by CPI upon completion of each Financial Year as required to fulfill CPIs annual reporting obligations to Google.

Monitoring and Evaluation

- 7.6 The Grantee will cooperate with CPI and learning service providers chosen by CPI to complete monitoring and evaluation activities requiring procuring the cooperation of staff, administering data collection platforms, administering surveys, participation in focus groups, interviews and meetings. CPI will monitor the progress of the Project throughout the Funding Period, these activities may include:
 - (a) carrying out a Support and Review Visit, after giving reasonable notice;
 - (b) distributing surveys for project baseline/endline studies, grant utilization and lessons learning;
 - (c) conduct interviews and focus group sessions
 - (d) conduct learning and engagement workshops
 - (e) conduct lessons learning and reflection meetings
- 7.7 The method and timing of the Support and Review Visit, and the Impact Measurement of the Project will be proposed to the Grantee with a view to obtain a mutual agreement on its feasibility and scope.





- 7.8 The Grantee will make Staff available to meet with, answer questions and provide management information to CPI or learning service providers chosen by CPI.
- 7.9 If CPI considers it necessary to refocus the Project outputs, the Grantee will ensure reasonable engagement to undertake a joint review of the Project.

Financial Irregularity

- 7.10 The Grantee will immediately and without undue delay inform CPI of any Financial Irregularity by informing the CPI staff responsible for managing this Grant Agreement.
- 7.11 The Parties acknowledge and agree that they have a zero-tolerance approach towards Financial Irregularity. Both Parties will fully cooperate with investigations into actual, suspected or alleged Financial Irregularity, whether led by CPI or the Grantee.

Procurement

- 7.12 The Grantee will follow its own procurement guidelines and procedures when buying goods and services using the Grant. If CPI requests information from the Grantee about the use of the Grant for procurement, the Grantee will provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and are cost-effective.

Equipment

- 7.13 If the Grantee buys Equipment to implement the Project it will maintain a record of such purchases. Entries in the record must include the following information:
 - (a) description of the item(s)
 - (b) specific identification (e.g. serial number)





- (c) date of purchase
- (d) where the item was purchased
- (e) original value (including VAT, if paid)
- (f) responsible person
- (g) location

7.14 The Parties will decide on the ownership and disposal arrangements of Equipment for when the Project ends.

8. Records to be kept

8.1 The Grantee will ensure that all original documents are retained for the term of this Grant Agreement and for a period of Seven (7) years after the end of this Grant Agreement and will provide these to CPI, if requested, within this period.

9. Due Diligence

9.1 In utilizing the Grant the Grantee will exercise the same care in the discharge of its functions under this arrangement as reasonably to be expected in relation to exercising control of another person's, or public benefit, property.

9.2 The Grantee will cooperate fully with due diligence assessments by CPI or its agents, of the Grantee's own internal controls and systems. These assessments should be completed prior to Project Implementation and be reviewed during the Project, including if there is a significant change to the Grantee's procedures and controls or operating environment. These assessments will determine:





- (a) reliability and integrity of financial controls, systems and processes
- (b) effectiveness and efficiency of project operations
- (c) procedures for safeguarding project assets; and
- (d) compliance with national legislation, regulation, rules, policies and procedures.

10. Safeguarding for the prevention of sexual exploitation, abuse and harassment

- 10.1 The Grantee will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Grant Agreement by its employees.
- 10.2 The Parties have a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Grantee will immediately contact CPI to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Grant Agreement. The Grantee should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
- 10.3 The Grantee should also report any credible suspicions of, or actual incidents that are not directly related to this Grant Agreement but would be of significant impact to their partnership with CPI or the reputation of CPI or Google. For example, events that affect the governance or culture of the Grantee, such as those related to senior management, must be reported.





- 10.4 Both Parties will fully cooperate with investigations into such events, whether led by the CPI or any of its duly authorized representatives or agents, or the Grantee.

11. Conflict of Interest

- 11.1 The Grantee will ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Grant Agreement. Where the Grantee identifies a conflict of interest it will notify CPI of this and provide information about how this is being managed.
- 11.2 In addition to its obligations in clause 11.1, the grantee will:
- (a) avoid expressing views which are inconsistent with the Programme Objective when speaking to third parties in order to deliver the Project;
 - (b) make clear that it does not represent or speak for CPI or Google in any situation where it expresses views; and
 - (c) seek the consent of CPI first before making any statements which might be contrary to the requirements of clauses 11.2 (a) or (b).

12. Audit and Inspection

- 12.1 The Grantee will cooperate with CPI should CPI request reasonable access, upon reasonable request, for its authorized representatives to provide:
- (a) records (however these are stored) which show how the Grant has been used; and/or
 - (b) sites which the Grantee owns or occupies and where any activity in support of the Project has been undertaken.





13. Legislation

- 13.1 The grantee is eligible and legally authorized to receive the Funds under its own policies, has obtained all necessary approvals to accept the Funds and is in full compliance with all applicable gift and ethics rules and other laws that may apply to its acceptance of the Funds.
- 13.2 The Grantee acknowledges that CPI is (without limitation) subject to the Freedom of Information Act 2000, Data Protection Act 2018, the UK General Data Protection Regulation (the retained EU law version of the GDPR (EU 2016/679), the Bribery Act 2010 and the Equality Act 2010. The grantee may be required to provide necessary support, on the reasonable request of CPI to assist CPI in meeting its legal compliance obligations.
- 13.3 The Grantee must ensure compliance with all laws, applicable to the Project and the Grantee, and its associates.
- 13.4 The Grantee will also cooperate with CPI (to the fullest extent permissible and consistent with its obligations under any applicable law or regulation) to enable CPI's compliance with its obligations under the legislation referred to in clause 13.2 or other applicable legislation which applies to the provision of the Grant under this Grant Agreement.
- 13.5 Each party represents and warrants that it has full right and power to enter into and perform its obligations under this Grant Agreement, including sufficient rights to grant the licenses granted hereunder, and entering into this Grant Agreement will not cause it to breach any contractual obligations to a third party.

14. Publicity and Branding

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Use of logos in the Project and for funding-related promotions

- 14.1 The Grantee may use CPI's logo in promotional materials related to the Project and the Grant, such as public announcements, press releases, or any materials that discuss the receipt of the Grant or the overall objectives of the Project. However, for such materials, the Grantee must obtain CPI's prior written consent before publication or distribution.
- 14.2 The Grantee is prohibited from directly referencing Google or Google.org in any communications, including public statements, marketing materials, or reports, without prior written consent. The Grantee may not state or imply that they are funded by Google or Google.org, nor are they permitted to use any Google or Google.org logos or trademarks. The only permissible attribution is "Funded by CPI as part of the Google.org AI Opportunity Fund".

Use of logos in learner recruitment promotions

- 14.3 For materials specifically designed to promote learner recruitment for Project activities (e.g. outreach campaigns, social media posts, flyers, or advertisements aimed at encouraging learners to sign up for training), the Grantee may use CPI's on pre-approved templates or materials provided by CPI. Should the Grantee wish to create new materials for learner recruitment that feature CPI's, the Grantee must first seek CPI's approval.

Promotions by Google

- 14.4 The grantee grants Google and CPI a royalty-free, non-transferable, non-exclusive license to use its Intellectual Property for the purpose of promoting the Project. Nothing in this Agreement will be deemed to vest in Google and CPI any ownership right in the Grantees Intellectual Property, which at all times remain the exclusive property of the Grantee. The Grantee





represents and warrants that it has obtained all necessary rights and licenses required for Google and CPI to use its Intellectual Property.

15. Liability, Indemnity and Accountability

- 15.1 As a grantor, CPI will have no direct liability for project failure and accepts no liability for any consequences, whether direct or indirect, that may come about from the Grantee running the Project, the use of the Grant or from withdrawal of the Grant. The Grantee will defend and indemnify CPI, its affiliates, directors, officers, employees, and agents against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from: (i) the Grantee's breach of this Agreement; (ii) any act or omission of the Grantee, its employees, or agents in applying for or accepting the Funds, in expending or using the Funds, or in carrying out the Project; (iii) any allegation that any part of the Project infringes or misappropriate any third party rights, including intellectual property rights; or (iv) the Grantee's willful misconduct, fraud, misrepresentation, or violation of law.
- 15.2 Subject to Clause 15.1, CPI's liability under this Grant Agreement is limited to the payment of the Grant. The Grantee agrees to conduct its activities in a manner that upholds the reputation, goodwill and public image of the CPI.
- 15.3 CPI will not be responsible for the activities of any person, organization or company engaged by the Grantee or its agencies as a result of this Grant Agreement, nor will CPI be responsible for any costs incurred by the Grantee or its agencies in terminating the engagement of the aforementioned persons, organizations or companies.





- 15.4 Except for indemnification obligations, neither party will be liable for any indirect, special, incidental, punitive, or consequential damages (including without limitation damages for loss of goodwill or personal injury) or any other damages under any theory of liability.

16. Insurance

- 16.1 The Grantee will ensure that it has such insurance in place as is necessary for the normal conduct of its activities. Where it is necessary for the Grantee to purchase additional insurance cover in order to perform its obligations under this Grant Agreement, the Grantee will ensure that it has all relevant insurance in place prior to the start of the Funding Period and upon reasonable request, to provide CPI with a copy of the policy.

17. Grantee responsibility for Staff

- 17.1 The Grantee undertakes to provide adequate supervision of and care for its Staff, agents and representatives.
- 17.2 The Grantee acknowledges that in some circumstances CPI may for security purposes require information regarding its Staff and subcontractors or other authorized representatives. Where CPI makes such a request the Grantee will provide CPI with such information as CPI may require in order to carry out any security checks it deems necessary.
- 17.3 When providing information to CPI in line with clause 17.2, CPI acknowledges, and the Grantee agrees, that such disclosure will be to the extent that is permissible under any of the following:
- (a) Any UK data protection law which may be enacted from time to time (if applicable);





- (b) Any other legislation or personal data protection rules, policy or practice that applies to the Grantee.

18. Dispute Resolution

- 18.1 The Grantee must at all times act with utmost good faith towards CPI and must at all times cooperate fully with CPI.
- 18.2 Both Parties must attempt in good faith to negotiate the settlement of any dispute arising out of or in connection with the Grant Agreement without delay.

19. Entire Grant

- 19.1 This Grant Agreement constitutes the entire agreement between the Parties and supersedes all negotiations, representations or agreements either written or oral preceding it.

20. Amendment of this Grant Agreement

- 20.1 This Grant Agreement may be amended only by written agreement of the Parties, signed by both Parties and attached to the signed original of this Grant Agreement.

21. Severability

- 21.1 If any part of the Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.





22. No Waiver

22.1 A party's delay or omission in exercising any right under this Agreement will not be treated as a waiver of that right.

23. Assignment and Change of Control

23.1 The Grantee will not assign or transfer any part of this Agreement, any interest herein, or claims hereunder, without CPI's prior written approval. During the Funding Period, if a party experiences a change of control or sells all or substantially of its assets: (i) that party will give written notice to the other party within 15 days after the change of control; and (ii) the other party may immediately terminate this Agreement any time between the change of control and 30 days after it receives that written notice .

24. Term and Termination

24.1 If the Grantee materially breaches this Grant Agreement including:

- (a) non- compliance with any condition of this Grant Agreement;
- (b) inability to complete the Project or to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;
- (c) if any information given or representations made by the Grantee to CPI is found to be incorrect or incomplete to an extent which CPI reasonably consider to be material;
- (d) if there are issues with or insufficient internal controls or governance;
- (e) if there are concerns over processes or approach to safeguarding;





- (f) inability to spend the total grant amount paid by CPI directly on the Project inputs by the agreed Term;
- (g) inability to take adequate measures to investigate and resolve any reported Financial Irregularity;
- (h) the Grantee changes the nature of operations to an extent which CPI reasonably consider to be material, including if the Grantee (or any substantial part of its operations) merge with or are taken over by another organisation;
- (i) the Grantee is unable to pay debts as they fall due;
- (j) If the Grantee undergoes an Insolvency Event,

CPI may immediately terminate this Grant Agreement by providing written notice to the Grantee. CPI may demand the repayment of all Unspent Funds in accordance with this Grant Agreement (less reasonable costs incurred by the Grantee before such termination), which the Grantee will repay to CPI within 15 days of CPI issuing a termination notice.

25. Governing Law

- 25.1 This agreement and any disputes arising from or related to it will be governed by the laws of England and Wales. Such disputes will be resolved in the courts of England and Wales, which will have non-exclusive jurisdiction, and both parties agree to submit to the authority of those courts.

This Grant Agreement is signed by the parties' authorized on the dates below. The parties may sign this Grant Agreement using counterparts and electronic copies as originals. The parties may also sign this Grant Agreement electronically if permitted by applicable law.





Centre for Public Impact Europe
Name of representative: Gwendolyn Casazza
Position: Programme Director, Europe

Date:

Signature:

[The Grantee Organisation]

Name of representative:
Position:
Date:

Signature:

The Google.org AI Opportunity Fund | Project Annex

Organization's name	
City, Country	
Project PoC	
Finance PoC (if applicable)	
Learners' target number	
Learners' description	
Curriculum	

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Trainers	
Delivery mode	
Training timeline	
Training structure	





The Google.org AI Opportunity Fund | Budget Annex

Budget awarded		
Costs breakdown		

Payment Installment Schedule

- [currency and amount in numbers for FY1] for Financial Year 1;
- [currency and amount in numbers for FY2] for Financial Year 2 of the Project.

