

**ASSOCIAÇÃO
CONSELHO
BRITÂNICO:**

Associação Conselho Britânico, a non-profit organisation with head offices at the City of São Paulo, State of São Paulo, at Rua Ferreira de Araujo, 741, 3º andar, Pinheiros, CEP 05428-002, enrolled with the Federal Corporate Taxpayers' List (CNPJ/MF) under No. 19.783.812/0001-89, hereby represented pursuant to its bylaws ("Conselho Britânico")

Recipient 1:

Instituto de Pesquisas Jardim Botânico do Rio de Janeiro with head offices at Rua Jardim Botânico No. 1008, CEP 22.460-000, Rio de Janeiro and enrolled with the CNPJ under No. 04.936.616/0001-20 ("Recipient 1").

Recipient 2:

Fundação Flora de Aipoio à Botânica, a non-profit organisation, enrolled with the CNPJ/MF under No. 35.789.312/0001-00, with head offices at Rua Jardim Botânico No. 920, Jardim Botânico, Rio de Janeiro, RJ, CEP 22460-030, hereby represented pursuant to its bylaws ("Recipient 2")

Recipient 1 and Recipient 2 are hereinafter collectively referred to as ("Recipients")

Date:

30th March 2016

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both Conselho Britânico and the Recipients undertake to observe in the performance of this Agreement.

Whereas: Conselho Britânico wishes to provide to the Recipients a grant to develop the Project, as defined below, under the Newton Fund Institutional Skills Programme, whose goal is to enable the establishment and development of research and innovation collaborations between the UK and Brazilian institutions at the group, departmental or institutional level, and to encourage engagement with the commercial and not-for-profit sector.

Whereas: The Recipients' Project was selected pursuant to the selection process conducted by Conselho Britânico in accordance with the Selection Process called Institutional Skills 2015 (the "Selection Process"), and therefore, Recipients, subject to the terms of this Agreement and to the fulfilment and implementation of all other requirements set forth in the Selection Process and this Agreement, shall be entitled to receive a grant by Conselho Britânico to carry out the Project as defined below (the "Grant").

Whereas: the Project will be carried out and implemented by the Recipients and co-funded by Conselho Britânico through the Newton Fund and the Recipient in the proportion of 50% (fifty percent) each, in accordance with the approved budget as described in Schedule 2, below ("Approved Budget").

Conselho Britânico shall award the Grant to the Recipients for the purposes of co-funding the Project described in Schedule 2 on the terms and conditions of this Agreement.

The Recipients acknowledge that, where it will carry out the Project in partnership and/or collaboration with, and will pass some or all of the Grant to, any other organisation(s) (such organisation(s) not being a party to this Agreement ("**Sub-Grantees**"), it will ensure that it enters into formal, legally binding agreements with each Sub-Grantees on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of each Sub-Grantees. The Recipients are fully aware that the Recipients are not allowed, under any circumstance, to sub-grant any part of the Grant to Sub-grantees which are for-profit organisations.

gdy



Schedules

Schedule 1	Special Terms
Schedule 2	Project Proposal and Approved Budget
Schedule 3	Standard Terms
Schedule 4	Institutional Links and Reporting Guidelines
Schedule 5	Communication and Branding Guidelines
Schedule 6	Bank Details Form

This Agreement shall only become binding on Conselho Britânico upon its signature by an authorised signatory of Conselho Britânico subsequent to signature by or on behalf of the Recipient.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of Conselho Britânico


Name:	Eric Klug	Signature:	
Position:	Deputy Director Brazil		

Signed by the duly authorized representative of Recipient 1 (Instituto de Pesquisas Jardim Botânico do Rio de Janeiro)

Name:	Samyra Brolo de Serpa Crespo	Signature:	
Position:	President		



Signed by the duly authorized representative of Recipient 2 (Fundação Flora de Apoio à Botânica)

Name:	Lindolpho de Carvalho Dias	Signature:	
Position:	President		

9/17

[Faint, illegible text and a large handwritten signature are visible in the background of the document.]

Schedule 1

Special Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

For the purposes of the Project and the Grant, the terms of this Agreement shall prevail over any other terms and conditions issued by Conselho Britânico (whether on a purchase order or otherwise).

1 The Project

1.1 Conselho Britânico awards the Grant for the purposes of "developing capacity among Brazilian research institutions for researching, cataloguing and mobilizing important collection data and for the development of important resources for better comprehending the useful and cultural propriety of plants. The project will build and strengthen collaboration relations in this field within Brazil and among Brazil and the United Kingdom and will facilitate and improve the development of data portals, enabling free access to biocultural collection and reinforcing the capacity of indigenous communities of Rio Negro to perform autonomous investigation of material culture and plant use", as more fully described in the Project Proposal (Schedule 2) (the "**Project**").

2 Commencement and Duration

- 2.1 This Agreement shall come into force on **30th March 2016** and the Project shall commence on **1st May 2016** and this Agreement shall continue in full force and effect **until 31st March 2017**, or such other date as may be agreed between the parties in writing (the "**Term**").
- 2.2 Notwithstanding anything to the contrary elsewhere in this Agreement, Conselho Britânico shall be entitled to terminate this Agreement by serving not less than 60 (sixty) days' written notice on the Recipient.

SPN
5

3 The Grant

- 3.1 The amount of the grant awarded to the Recipients is **BRL 316,169.04** (three hundred and sixteen thousand, a hundred and sixty nine reais, and four cents of real).
- 3.2 The Grant represents 50% (fifty percent) of the funds required for the development of the Project. The remaining 50% (fifty percent) of the Project will be funded by the Recipients by means of money, goods, rendering of services, contracting of third parties, supplying of labour-force and/or by any other method that can be monetarily evaluated. In accordance with the Approved Budget described in Schedule 2 of this Agreement and as approved by the parties before the entering into this Agreement ("Recipients' Contribution").
- 3.3 In case the Recipients' Contribution to the Project pursuant to the Approved Budget (Schedule 2) includes pledges by third-parties related to donation of money, transfer of funds, cash payment or any other pledge that involves cash, the Grant will not be released to Recipient until Recipients present Conselho Britânico with proof that Recipients have possession of the totality of the money pledged by third parties in readily available funds or, alternatively, presents binding contracts entered into the Recipients and the pledger third party that secures the third-party's pledged obligation, and the approval or acceptance of the validity and enforceability of such contracts will be under Conselho Britânico's sole discretion.
- 3.4 In case the Recipients' Contribution to the Project pursuant to the Approved Budget (Schedule 2) includes pledges by third-parties which are unrelated to cash or money transfers, including but not limited to, provision of services, usage of facilities and/or provisions of goods and assets, Conselho Britânico reserves its rights not to make the Grant to Recipient until Recipient presents Conselho Britânico with documentation that, under Conselho Britânico's sole discretion, reasonably secures/authorizes the receipt/use of the third party pledge by the Recipients.
- 3.5 Conselho Britânico may, before making the Grant to Recipients, request that Recipients provide Conselho Britânico with an updated market comparative chart of the Recipients' Contribution to the Project pursuant to the Approved Budget (Schedule 2) and third party pledges to verify if their market value has not changed over time.
- 3.6 The Recipients receive the Grant under the provisions of articles 552 and 553 of the Brazilian Civil Code, whenever applicable to this Agreement, with relation to Recipients' obligations. In consideration of Recipients' delivery of the Project, the Grant shall be paid by Conselho Britânico to the Recipients by bank transfer in accordance with the payment schedule below, subject to the Recipients' satisfactory compliance with the terms of this Agreement:

W

Payment	Maximum payable	Requirements/Milestones/Key Dates etc.
1	BRL 252,935.23	Signing of the Grant Agreement
2	BRL 63,233.81	Approval of Final Report

*The sums correspond to the approval budget in Sterling pounds converted to the local currency, using the foreign exchange rate practiced by the Conselho Britânico for March 2016, which is equal to BRL 5,51.

3.7 Notwithstanding the above, Conselho Britânico reserve its rights, at its sole discretion, to effect payments to vendors and/or suppliers located outside of Brazil through different British Council Entities and such payments will be considered, for all purposes under this Agreement, as part of the Grant provided to Recipients as if such amounts were effectively transferred or paid to the Recipients.

4 **Funder**
4.1 The body providing the funding for the Grant is: UK Department for Business Innovation and Skills (the "Funder").

5 **Service of notices**
5.1 For the purposes of clause 24 of Schedule 3, notices are to be sent to the following addresses:

To Conselho Britânico	To Recipient 1	To Recipient 2
Rua Ferreira de Araújo, 741, 3º andar, Pinheiros, CEP 05428-002, São Paulo, São Paulo Attention: <i>Newton Fund Team</i>	Rua Jardim Botânico No. 1009, CEP 22.460-000, Rio de Janeiro, RJ Attention: Instituto de Pesquisas Jardim Botânico do Rio de Janeiro	Rua Jardim Botânico No. 920, Jardim Botânico, Rio de Janeiro, RJ, CEP 22460-030 Attention: Fundação Flora de Apoio à Botânica

6 Locations

6.1 The Project will be carried out in the States of Rio de Janeiro and Amazonas ("Location") or such other locations as may be agreed between the parties in writing from time to time.

7 Safeguarding and Protecting Children and Vulnerable Adults

7.1 The Recipients warrant that, in relation to all activities in connection with the Project, where the Location is England or Wales, they will comply with all legislation and statutory guidance relevant at any time in the Location to the safeguarding and protection of children and vulnerable adults (including the UN Convention on the Rights of the Child and the Children Act 1989), and with Conselho Britânico's Child Protection Policy, as may be amended from time to time, as well as any Brazilian legislation for the protection of Children and Minors rights, including, without limitations, the Brazilian Statute of the Child and Adolescent (Law 8,069/90).

7.2 Where the Location is outside of England or Wales, the Recipient warrants that, in relation to all activities in connection with the Project, they will comply with all legislation and statutory guidance relevant at any time in the Location to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the Location), and with Conselho Britânico's Child Protection Policy, as may be amended from time to time, as well as any Brazilian legislation for the protection of Children and Minors rights, including, without limitations, the Brazilian Statute of the Child and Adolescent (Law 8,069/90).

7.3 The Recipients warrant that at all times during the Term, it is not, and has no reason to believe that any person who is or will be employed or engaged by the Recipients in connection with the Project is, barred or impeded from carrying out such employment or engagement.

7.4 The Recipients shall immediately notify Conselho Britânico of any information that Conselho Britânico reasonably requests to enable Conselho Britânico to be satisfied that the obligations of this clause 7 have been met.

7.5 The Recipients shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out any activity under or related to the Project or who may otherwise present a risk to children or vulnerable adults.

SM



Schedule 2

Project Proposal

[Insert the Recipient's Project Proposal or grant application here]

[Handwritten marks]

[Handwritten initials]

[Handwritten signature]

Schedule 3

Standard Terms

1 Interpretation

1.1 In this Agreement:

"**British Council Entities**" means the subsidiary companies and other organisations Controlled by Conselho Britânico from time to time, and any organisation which Controls Conselho Britânico (the "**Controlling Entity**") as well as any other organisations Controlled by the Controlling Entity from time to time;

"**Conselho Britânico Requirements**" means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Recipient in writing and/or set out on the British Council's website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Recipient from time to time (including all amendments, updates or supplementations performed from time to time during the Term);

"**Capital Asset**" means any item of equipment or other asset costing £500 (five hundred pounds) (excluding VAT) or the equivalent in Brazilian Reals at the time of purchase or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of or in connection with the Grant;

"**Control**" means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and "**Controlled**" shall be construed accordingly);

"**Equality Legislation**" means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England, Wales and Brazil or in any other territory in which, or in respect of which, the Project relates;

"**Funder Agreement**" means the agreement (if any) between the Funder (if any) and Conselho Britânico relating to the provision of the funding out of which the Grant is made;

sety

2



"Funder Requirements" means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Recipients in writing (including by means of email or any website or extranet); and

"Intellectual Property Rights" means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trademarks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute or a Brazilian statute, as the case may be, as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words "include(s)" or "including" are used in this Agreement, they are deemed to have the words "without limitation" following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (i) services being provided to, or other activities being provided for, Conselho Britânico;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to Conselho Britânico; and
- (iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of Conselho Britânico;

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of Conselho Britânico and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and

1.2.5 obligations of Conselho Británico shall not be interpreted as obligations of any of the British Council Entities.

2 Recipients' Warranties

2.1 The Recipients warrant that the information given to Conselho Británico in connection with the Project proposal as defined in Schedule 2 is true and shall remain true during the Term of this Agreement.

2.2 Recipients' Contribution to the Project pursuant to the Approved Budget is binding, true, enforceable, and readily available or will become readily available in accordance with the terms and provisions contained in the Approved Budget, and will remain so during the Term of this Agreement.

2.3 The Recipients warrant that are familiar and knows all rules, regulations, ordinances, decrees, norms and laws ("Laws") applicable to this Agreement and to the Recipient activities, as well as all technical procedures required for the development of its activities under this Agreement.

2.4 The Recipients, their employees, sub-contractors and/or any third party engaged by Recipients have all the necessary licenses, permissions and authorizations to perform the activities related to the Project.

2.5 Recipients warrant that is aware that nothing in this Agreement shall in any way bind or make Conselho Británico responsible or liable for any of the obligations incurred by the Recipients pursuant to this Agreement, including funding 50% of the Project, as well as any and all obligations and liabilities arising from Recipients' Contribution to the Project pursuant to the Approved Budget.

2.6 The Recipients warrant they have full power and authority to carry out the actions contemplated under this Agreement, and that its entry into and performance under the terms of this Agreement will not infringe the Recipients' by-laws, any applicable law or regulation, the rights of any third party or cause it to be in breach of any obligations to a third party.

2.7 The Recipients warrant that all information, data and materials provided by it to Conselho Británico pursuant to this Agreement and to the Selection Process are and will be, to the best of its knowledge, accurate and complete in all material respects.

Pen



3 Recipient's Obligations.

3.1 The Recipients shall:

3.1.1 Fund 50% (fifty percent) of the Project, in accordance with the Recipients' Contribution as provided in Schedule 2, which cannot be altered, amended or adjusted without Conselho Britânico's prior written approval, observing, however, the clause 3.1.3, below:

3.1.2 use the Grant solely and exclusively for the purposes of funding the Project, respecting and observing the eligible costs established by the Selection Process being expressly forbidden its use for the payment of Recipients' employees payroll and any expenses associated therewith or any other purpose other than for the execution of the Project;

3.1.3 if, at any time, including after the Term of this Agreement, an employment relationship is recognized by the competent courts involving the Recipients and any of the partners, directors, employees or subcontractors of any entities contracted by the Recipients for the purposes of the Project, in addition and without derogating to any of the applicable indemnification provision provided herein, the Recipients shall immediately return the amount of the Grant which was paid to such service provider in connection with the Project;

3.1.4 use the Grant pursuant to the budget indicated in Schedule 2. Variations in the budget of up to 10% (ten percent) within each of the items/strands indicated in Schedule 2 do not require prior approval by Conselho Britânico, provided that such variations do not, in any way, change, alter, modify or amend the substance, purpose or object of the Project, which will always, under any circumstance, require Conselho Britânico's prior approval;

3.1.5 notify Conselho Britânico in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for any purpose whatsoever as soon as it is approved;

3.1.6 deliver all aspects of the Project with reasonable skill and care and in compliance at all times with the terms of this Agreement, the reasonable instructions of Conselho Britânico, and all applicable Laws in force from time to time being exclusively liable for all damages of any nature in connection with any breach/violation by it to the provisions of this Agreement and to any of its warranties and obligations, as well as any Law, which may give rise, and any penalties ultimately imposed by the competent authorities;

Handwritten initials and signature

3.1.7 comply with the Funder Requirements (if any) and do nothing to put Conselho Britânico in breach of the Funder Requirements (if any);

3.1.8 not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of Conselho Britânico or the Funder (if any) or their respective officers, employees, agents or contractors;

3.1.9 obtain the prior written consent of Conselho Britânico (and, where applicable, the Funder) before purchasing/engaging any Capital Asset and shall not dispose of any Capital Asset without Conselho Britânico's prior written consent and subject to clause 3.1.10 below;

3.1.10 any purchase/engagement/contracting shall be made pursuant to the bidding procedures below:

**Value of purchase
Under £500**

Procedure

- No need to seek quotations, but record of communication with supplier is desirable.
- From time to time Recipient should check the market to compare prices available and to reassure yourself that your regular suppliers are not over-charging.

Note: If becomes a regular purchase (but not under a contract), the first purchase should be benchmarked.

£500- £4,999

- Obtain at least **two written** quotations.
- Give the suppliers a detailed specification.
- State your delivery requirements.
- Give a deadline for the receipt of quotations.
- Assess and choose the one giving best VFM.
- Keep a record of the quotations received on your contract file, so that they can be reviewed

2
14


by the person signing the contract / approving the payment.

£5,000 – 19,999

- Obtain at least **three written** quotations.
- Give the suppliers a detailed specification.
- State your delivery requirements.
- Give a deadline for the receipt of quotations.
- Assess and choose the one giving the best VFM.
- Keep a record of the quotations received on you contract file, so that they can be reviewed by the person signing the contract/ approving the payment.

£20,000 on

Recipient shall consult Conselho Britânico, which will indicate the correct procedure.

3.1.11 following the successful completion of the Project, any asset purchased in connection and to the purposes of the Project which amount was above £5,000 (five thousand pounds sterling) or the equivalent in Reals and which was allocated to the training and qualification of the professionals involved in the Project shall remain as the exclusive property of the Brazilian Recipients;

3.1.12 subject to section 3.1.8 above, and to the extent as possible and without neglect to beneficial price and quality standards, any purchase of goods and services made by the Recipients for the implementation of the Project shall be purchased/ contracted from small-sized, local, sustainable companies;

- 3.1.13 to the maximum extent as possible, any payment effected by Recipients with relation to the Project shall be made by bank wire transfer or bank slips, so that such payment can be evidenced, if so required;
- 3.1.14 if, for any reasons, by the end of the Term or if this Agreement is terminated in any event, Recipients does not make use of the full amount of the Grant received, Recipient undertakes to return any such remainder amount to Conselho Britânico within 10 days from receipt of notification sent by Conselho Britânico in such regard;
- 3.1.15 treat the terms of this Agreement and any information of a confidential nature relating to Conselho Britânico as confidential after this Agreement is terminated or its Term expires subject to the provisions of Clause 8 below;
- 3.1.16 comply in all material respects with the Data Protection Act 1998, and all applicable Brazilian legislation, including the Brazilian Consumer Protection Code and the Brazilian Internet Act, Law No.12.965/2014;
- 3.1.17 maintain records relating to this Agreement for seven (7) years following the year in which the Project is complete and allow Conselho Britânico and/or the Funder access to those records on reasonable notice and at reasonable times for audit purposes;
- 3.1.18 obtain Conselho Britânico's prior written consent to any promotional activity or publicity relating to the Project and act at all times in accordance with Conselho Britânico's reasonable instructions relating to such activity or publicity, always safeguarding Conselho Britânico and the British Council's Entities' name and image;
- 3.1.19 comply with all applicable legislation and codes of practice, including the Brazilian Statute of the Child and Adolescent (Law 8,069/90) relating to child protection and the promotion of the welfare of children in force in England and Wales, Brazil and any other territory in which the Project takes place or to which the Project relates;
- 3.1.20 not, without Conselho Britânico's written consent, assign or otherwise transfer any of its rights or obligations under this Agreement;
- 3.1.21 comply with all applicable Laws in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates;

sen

- 3.1.22 be liable vis-a-vis Conselho Britânico and any third parties for any personal, material and/or pain and suffering damages resulting from any actions and/or omissions of the Recipients or any of its employees, directors, agents and subcontractors in the execution of the Project;
- 3.1.23 obtain all the licenses, approvals and permissions required for the execution of the Project, being solely responsible for the same;
- 3.1.24 check and pay all Municipal, State and Federal taxes, labour, social security and commercial liabilities / obligations with respect to this Agreement, as provided by Law;
- 3.1.25 bear all costs and expenses related to: (i) its labour-force and respective social liabilities in connection with the Project; (ii) any costs not included in the Approved Budget; and (iii) any indexations, interest and penalties incurred by the Recipient, before any third parties, including Banks, due to any violation, including delayed payments, all which will not, under any circumstance, be effected using funds under the Grant;
- 3.1.26 provide, whenever requested, by Conselho Britânico, certified copies of the clearance certificates issued by the competent Brazilian authorities which attest the Recipient's regularity before the Tax, Labor and Social Security authorities.

4 Withholding, Reduction and Repayment of the Grant

- 4.1 Conselho Britânico may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant at its sole discretion if:
 - 4.1.1 the Recipients fail to comply with the terms of this Agreement, including the Approved Budget;
 - 4.1.2 the Recipients fail to comply, or ceases to comply, with any stated eligibility criteria for the Grant;
 - 4.1.3 there is any financial irregularity or fraud in the operation of the Project;
 - 4.1.4 there has been any overpayment of the Grant; or

4.1.5 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant. In this case, only the part of the Grant still not transferred to Recipient will be affected.

4.2 If Conselho Británico demands repayment of the Grant or any part of it, the Recipients shall make repayment within 30 days.

4.3 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipients or Conselho Británico, as the case may be, will deduct any such taxes out of the Grant and in no circumstances shall Conselho Británico be required to pay any additional sums in respect of such taxes. In the event that Conselho Británico is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, Conselho Británico shall deduct and account for such taxes before paying the remainder of the Grant to the Recipients and shall notify the Recipients in writing of all such sums properly deducted.

4.4 In case the Recipients fail to return any funds demanded by Conselho Británico in accordance with the provisions and terms of this Agreement, Conselho Británico shall be entitled to file for prompt judicial collection, without the need of any prior notification, of any outstanding amounts due by the Recipient, as well as any and all potential losses or damages suffered by Conselho Británico under this Agreement.

5 Project Change, Control

5.1 If the Recipients wish to change the scope of the Project, it shall submit details of the requested change to Conselho Británico in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

6 Intellectual Property Rights

6.1 Where any Intellectual Property Rights owned or licensed by Conselho Británico are required to be used in connection with the delivery of the Project, the Recipients acknowledge that shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by Conselho Británico.

6.2 The Recipients warrant that the delivery of the Project does not and will not infringe any third party's Intellectual Property Rights and Recipients are liable for any and all violations arising from the same.

sey

2

6.3 Recipient 1 is the sole owner of all Intellectual Property Rights in connection with the Project. Recipient 1 hereby grants to Conselho Britânico an irrevocable, irreversible, royalty-free, non-exclusive, perpetual, transferable, sub-licensable, unlimited, worldwide right and licence to use any Intellectual Property Rights obtained, created or developed in the course of the Project for non-commercial purposes related to the activities of the British Council and the British Council Entities.

7 Liability and Indemnity

7.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

7.2 Subject to clause 7.1, Conselho Britânico's total liability to the Recipients in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.

7.3 Recipients shall be responsible for all claims, costs, expenses, losses and liabilities of any nature howsoever arising in connection with the Project and the receipt and use of the Grant as well as for any of Recipients' activities, its employees, tax, commercial, civil, social security environmental, regulatory obligations, of any other nature or any Intellectual Property violations and the Recipients shall indemnify and hold Conselho Britânico, British Council Entities, its partners, directors and employees harmless from and against all such claims, costs, expenses, losses and liabilities, including those arising out of the actions or omissions of Recipients' partners, members, directors, employees and/or subcontractors.

7.4 Nothing in this Agreement shall be interpreted as constituting any employment or social security relationship between the parties and/or between the Recipients' employees and/or subcontractors and Conselho Britânico, nor relationships of a corporate nature.

7.5 The provisions of this clause 7 shall survive termination of this Agreement, however arising.

8 Confidentiality

8.1. For the purposes of this clause 8:

8.1.1. the "Disclosing Party" is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

- 8.1.2. the "Receiving Party" is the party which receives Confidential Information relating to the other party.
- 8.2. The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
- 8.2.1. is given only to such of its staff and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
- and
- 8.2.2. is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or consultants otherwise than for the purposes of this Agreement.
- 8.3. The provisions of clause 8.2 shall not apply to any Confidential Information which:
- 8.3.1. is or becomes public knowledge (otherwise than by breach of this clause 8);
- 8.3.2. was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
- 8.3.3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- 8.3.4. is independently developed without access to the Confidential Information; or
- 8.3.5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 8.4. Nothing in this clause 8 shall prevent the Recipients from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 8.5. In the event that the Recipients fail to comply with this clause 8, Conselho Britânico reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 8.6. The provisions under this clause are without prejudice to the application of any local applicable legislation regarding the subject.

GN

20

8.7. The Recipients acknowledge that Conselho Britânico is subject to the Information Disclosure Requirements of the United Kingdom and shall assist and co-operate with Conselho Britânico to enable Conselho Britânico to comply with those requirements.

8.8. Where Conselho Britânico receives a Request for Information in relation to information that the Recipients or any of its sub-contractors are holding on behalf of Conselho Britânico and which Conselho Britânico does not hold itself, Conselho Britânico shall, as soon as reasonably practicable after receipt, forward the Request for Information to the Recipients and the Recipients shall:

8.8.1. provide Conselho Britânico with a copy of all such information in the form that Conselho Britânico requires as soon as practicable and in any event within 10 calendar days (or such other period as Conselho Britânico acting reasonably may specify) of Conselho Britânico's request; and

8.8.2. provide all necessary assistance as reasonably requested by Conselho Britânico to enable Conselho Britânico to respond to the Request for Information within the time for compliance set out in the applicable Brazilian and United Kingdom legislation.

8.9. The Recipients acknowledge that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that Conselho Britânico may nevertheless be obliged to disclose the Recipients' Confidential Information in accordance with the Information Disclosure Requirements:

8.9.1. in certain circumstances without consulting the Recipients; or

8.9.2. following consultation with the Recipients and having taken its views into account.

, provided always that where clause 8.9.1 above applies, Conselho Britânico shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Recipients after any such disclosure.

8.10. The provisions of this clause 8.10 shall survive the termination of this Agreement, however arising, for 10 (ten) years from the termination of the Agreement.

9

Audit

9.1 The Recipients will fully co-operate with and assist Conselho Britânico in meeting its audit and regulatory requirements by providing access to Conselho Britânico, the Funder, their internal auditors (which shall include, for the purposes of this Agreement, Conselho Britânico's internal audit, security and operational risk functions), their external auditors or any agents appointed by Conselho Britânico

and/or the Funder or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Recipients (and to take copies of records and documents and interview members of the Recipients' Team) relating to the Grant and the Project. The Recipients shall maintain all records relating to this Agreement (including, without limitation, records relating to the Grant and the Project) for a period of seven (7) years following the year in which the Project is completed.

- 9.2 The criteria and requirements for the auditing, reporting and evaluation of the Project are more fully described in Schedule 4.
- 9.3 Where any audit reveals any breach or non-compliance by the Recipients, the Recipients shall also bear the costs of Conselho Britânico and/or the Funder carrying out such audit.
- 9.4 The grant of the Grant is subject to the satisfaction of the requirements set forth in this Agreement, its Schedules and the Selection Process. Conselho Britânico reserves the right to suspend the Grant, at its sole discretion, if it deems that the Recipients are not in full compliance of any of such requirements.

10 Publicity, Communication and Branding Guidelines

- 10.1 The provisions of this clause 10 shall apply unless specifically varied by Conselho Britânico Requirements or provided otherwise in Schedule 5.
- 10.2 The Recipients shall:
 - 10.2.1 where requested to do so by Conselho Britânico, acknowledge the award of the Grant by Conselho Britânico (and, where applicable, the Funder) in any publicity about the Project; and
 - 10.2.2 incorporate Conselho Britânico's logo in all marketing materials in accordance with Conselho Britânico's visual identity guidelines for the Project (being such guidelines as shall be notified in advance to the Recipients) and will not use the Conselho Britânico's logo for any other purpose whatsoever.
- 10.3 For the avoidance of doubt, the Recipients and Conselho Britânico agree that nothing in the Agreement shall prevent the Recipients from publishing the results of the Project in academic publications to ensure knowledge dissemination, provided always that the Recipients act in accordance with this clause 10.

2
22
an

11 Termination

11.1 Without prejudice to any other rights or remedies which Conselho Britânico may have, Conselho Britânico may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:

- 11.1.1 the Recipients use the Grant or any part of it other than for the Project or in disregard to the provisions contained herein; or
- 11.1.2 the Funder Agreement is terminated for any reason.

11.2 Conselho Britânico may give notice in writing to the Recipients terminating this Agreement with immediate effect if:

- 11.2.1 the Recipients commit any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or
- 11.2.2 the Recipients become (or in Conselho Britânico's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

11.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

11.4 Conselho Britânico may conduct final audits and/or request final reporting from the Recipients, in accordance with this Agreement, and if the results of the final audit and/or reporting indicates that Recipients fraud, misused Grant funds and/or did not comply with the Approved Budget, Conselho Britânico may demand that Recipients return any granted amounts to Conselho Britânico.

12 No-solicitation

12.1 The Recipients agree that it will not, without the prior written consent of Conselho Britânico, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term or for a period of 6 (six) months following termination, solicit or entice, or endeavour to solicit or entice away from Conselho Britânico any person employed by Conselho Britânico and involved directly in the award of the Grant.

Handwritten initials: DW

Handwritten signature

13 Anti-Corruption

13.1 The Recipients undertake and warrant that they have not offered, given or agreed to give (and that it will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by the Recipients of their obligations under this Agreement.

13.2 The Recipients warrant that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties and shall comply with all the provisions of and Law No. 12.846/2013 ("Brazilian Anti-corruption Law").

14 Equality, Diversity and Inclusion

14.1 The Recipients shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Brazilian Legislation.

14.2 The Recipients shall comply with any equality or diversity policies or guidelines included in Conselho Britânico Requirements, as defined in this Agreement, above.

15 Assignment

15.1 The Recipients shall not, without the prior written consent of Conselho Britânico, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by Conselho Britânico; (ii) anybody or department which succeeds to those functions of Conselho Britânico to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to Conselho Britânico. The Recipients warrant and represent that it will (at Conselho Britânico's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 15.2

16 Waiver

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

24
257

17 Entire agreement

17.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

18 Variation

18.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

19 Severance

19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20 Counterparts and Prevailing Language

20.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party.

20.2 This Agreement is being executed in English and Portuguese. If there are any divergences between the versions of this Agreement, the Portuguese version will prevail.

21 Third party rights

21.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 15 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.



22 No partnership or agency

22.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

23 Force Majeure

23.1 Subject to clauses 21.1 and 21.2, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

23.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that

- 23.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 23.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 23.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

23.3 Nothing in this clause 23 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 23.1).

DN
26


24

Notice

24.1 Notice given under this Agreement shall be in writing, including by e-mail, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the addressee/e-mail address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

24.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;

24.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or

24.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting; or

24.1.4 if by e-mail, the subject of the e-mail shall contain the word "NOTICE" and a brief description of the purpose of the notice.

24.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

25 Governing Law and Dispute Resolution Procedure

25.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Brazil.

25.2 Subject to the remainder of this clause 25.2, and due to the rules of jurisdiction relating to Recipient 1, the parties irrevocably agree that the courts of the judicial district of Rio de Janeiro, State of Rio de Janeiro shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.

25.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties

may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 25.3, either party may commence proceedings in accordance with clause 25.2.

25.4 Nothing in this clause 25 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the any of the party's Intellectual Property Rights.

pen
28

Institutional Skills Development – BRAZIL and

Guidelines for Proposals

Summary of the call:

- **Target audience:** public and civil society institutions, science museums and botanic gardens
- **Deadline:** January 20, 2016
- **Publication of results:** March 2016
- **Duration of grants:** from April 2016 to March 2017
- **Size of grants:** from £10,000 to £100,000 per proposal
- **Thematic priority areas:**

What it is: the call has the purpose of providing co-financing for training and other capacitation and community engagement (such as academic internship, round tables discussions, online platform, dialogue with communities, courses and study trips) for its own employees and/or collaborators from related partner institutions (approved partner). The project must be carried out jointly with a British institution.

Background

1. The NEWTON FUND is a £375 million fund which, through science and innovation partnerships, promotes the economic development and welfare of vulnerable people in partnering countries. It aims to strengthen science and innovation capacity and unlock further funding to support



poverty alleviation. It is delivered through 15 UK delivery partners in collaboration with 15 partner countries. In Brazil £27 million should be invested until 2017. The fund is part of the undertaking taken by the UK before the international community to promote initiatives to strengthen social and economic development of emerging countries, aiming to establish long-term partnership with the government and the philanthropic organizations.

2. The BRITISH COUNCIL is an international organization of the United Kingdom, incorporated by Royal Charter in 1940 and Supplement in 16th November 1993, registered in England as a public charity with the objective of promoting cultural relationships and education opportunities. It is one of the delivery partners of the Newton Fund in Brazil, through its local affiliate, managing programmes that focus on the pillar called "people", thus funding capacity building projects.

3. Within this work, this Institutional Skills Development call aims to support new training and/or capacity building and/or community engagement programmes for staff or key community partners of Brazilian public and civil society institutions, science museums and botanic gardens, where these programmes are focused on developing specific scientific (including natural, biomedical, mechanical and social sciences) or creative and innovative skills (technologies, methods, new ways of doing things) and are developed in conjunction with an expert counterpart organisation or specialist in the UK.

Overview of the funding opportunity

4. This call aims to provide co-financing (up to 50% of the costs) for training and other capacity building and community engagement programmes (such as exchange between academics, round tables, online platforms, community dialogue, courses, study tours) designed by Brazilian public (at all levels of government) and civil society institutions, science museums and botanic gardens, for their own employees and/or employees of related (proved partner) institutions. This funding (representing a maximum of 50% of the total project budget) will be between £10,000 and £100,000 pounds.

SEM

5. The remaining 50% of the funding or in-kind resources needed to implement the project should come from the Brazilian beneficiary institution(s) or another source (e.g. a Brazilian grant, or a corporate partner/sponsorship, **but not a publicly-funded UK institution**). This co-financing can include non-financial contributions, such as office space, researchers allocated to the project and management costs, except the salary costs of permanent or existing staff at the beneficiary institution(s).
6. The specific activities under each training and/or capacity building and/or community engagement programme will be proposed by the applying organisation. It is expected that they include activities such as skills training, skills collaboration with UK counterparts and the transfer of experts and other capacity building programmes, such as exchange between academics, round tables, online platforms, courses, and community engagement projects.
7. These programmes should be delivered in partnership with an expert counterpart organisation in the UK (e.g. counterpart agencies in the same field, universities, non for-profit organisations, specialist research centres, individual researchers/experts). These UK partners should play a central role in the design and delivery of the training programme. A further criterion for the evaluation of the project will be the potential for the training programme to cement a longer-term collaboration relationship between the Brazilian and UK institutions involved.
8. Projects should demonstrate a positive contribution to the economic development and social welfare of Brazil, and activities should demonstrate a plausible pathway to such impact.

Examples of scope for proposals (other projects which don't follow this specific scopes will be assessed, as long as they demonstrate plausible pathway to such impacts):

1. Improving technical, scientific or engagement skills used in the design and delivery of public services or services and projects delivered by civil society organizations, science museums or botanic gardens.

Developing new scientific or management skills to improve the efficiency of public services, or of new methods and products designed and delivered by civil society organizations, science museums or botanic gardens in partnership or not with partner community organizations

Supporting technology transfer, both in terms of academic or traditional knowledge to real applications for a given community;

Supporting scientific, technological and engineering and mathematics (STEM) education, especially in basic education projects at formal and informal environments, such as museums, science centres, venues of scientific promotions, among others.

Priority areas/themes are:

- Urban Transformations (including human rights, tackling violence, housing, transportation, access to water, immigration, social inclusion and reducing inequalities).
- Climate and Environment (including biodiversity and valorization of traditional knowledge).
- Agriculture (focus on small-scale, sustainable production in rural or traditional areas).
- Inclusive economy (including women empowerment, forest economy, fair-trade, entrepreneurship and creative economy in vulnerable territories)
- Neglected and Infectious Diseases
- Social Science for social and economic development
- STEM in Basic Education (including popularization of sciences, community engagement and non-formal teaching spaces and methodologies)

9. Projects should be completed by **1st of March 2017**, and should support the involvement of **groups of at least 5 participants** (exceptions for smaller groups may be given in special circumstances, subject to prior agreement and appropriately reflected in the level of funding requested)

10. Full proposals will be received until **20 January 2016, at 18.00 (Brasilia time)**. These should be submitted using the template document accompanying these guidelines, and should include a brief description of the proposed training programme, its objectives and an explanation of its contribution to Brazilian economic development and social welfare, and the identification of the UK partner(s) involved.

SAM

11. These full proposals will be assessed in February by external review panels organised by the British Council on the basis of the quality of the proposal, its development impact, and its capacity-building potential (further details under Assessment Criteria below). This review will also include an appraisal of the training and/or programme's potential to support a longer-term collaborative relationship between the Brazilian beneficiary institution(s) and the UK partner(s).

Scope of the call

12. The aim of this call is to support the professional development and community engagement of Brazilian public and civil society institutions, science museums and botanic gardens, by supporting them to develop or improve specific skills relevant to the social and economic development of Brazil in the areas listed above.

13. It aims to achieve this by providing up to 50% of the financial resources necessary to design and deliver programmes according to Item 8 above to benefit employees of or communities engaged with the Brazilian public and civil society institutions, or science museums and botanic gardens applying to the call.

Programmes are focused on the development of skills: the transfer of experts and other capacity building programmes, such as exchange between academics and eligible institutions, round tables, online platforms and community engagement projects relevant to their workplace duties or to projects where the applicant is involved with capacity building schemes. The definition of scientific in this context covers the full spectrum of scientific activity (including natural, biomedical, mechanical and social sciences). Whereas the resources are going to be applied to raise capacity in communities, sub-grants to other organisations are not going to be permitted, unless one or more associated organisations are listed in the call and the transference of resources is justified according to the budget presented. Associated organisations can contribute to match funds.

14. Moreover, this call also aims to support programmes that develop skills relating to the administration and teaching of science, especially the promotion and management of technology transfer programmes.

15. Finally, this call also aims to support programmes that support teaching skills in science, technology, engineering and mathematics (STEM) areas in basic education – including professional development programmes for teaching professionals and projects in non-formal teaching spaces, such as museums and other informal spaces used for the promotion of learning.

Relevance to economic development and social welfare

16. For the purpose of this Institutional Skills Development call, training programmes with development relevance are defined as activities that have the potential to contribute to the economic development and social welfare of Brazil, providing benefits to underprivileged and vulnerable communities in particular.

17. In order to be considered eligible for funding for this call, therefore, proposals must clearly articulate a plausible pathway along which the training programme proposed will lead to a positive impact (direct or indirect) on such communities within a short- to medium-term timeframe (3-5 years). Proposals with direct impact in poor, vulnerable or historically excluded populations are encouraged.

18. Applicants should therefore consider, within their expression of interest, how the programme will address matters related to poverty and development issues effectively and efficiently, working in areas of demonstrable relevance to local challenges in Brazil and using the strengths of UK institutions or experts to address them.

Eligibility

19. Beneficiary organisations (the organisations whose staff benefit from the training programmes or the partner communities) should be Brazilian public or civil society institutions or science museums or botanic gardens, but not including for-profit/commercial organisations.

20. Proposals should be submitted by the organisation that will take the lead role in designing and delivering the training, and which has authority to execute the matched funding (the remaining 50% of the budget which does not come from the British Council)¹. Where this organisation is not the beneficiary organisation(s), to qualify to receive funding through this call it must still be a public or civil society or science museums or botanic gardens, and not a for-profit or commercial organisation.

21. Proposals should include the in-principle support of one or more counterpart organisation in the UK, which should be identified in the application. This organisation could be a public, academic, not for-profit (NGO) institution, a research centre. It should have a demonstrable (world-class) expertise in the area of the programme and its participation should be fundamental to the design and delivery of the programme.

22. A programme can include more than one UK counterpart, and/or more than one Brazilian beneficiary, as long as the proposal is led by one Lead Institution.

Funding available

23. The programmes will be eligible for a minimum of 10,000 pounds and up to 100,000 pounds of funding through this call, which should represent a maximum of 50% of the total budget of the training programme. A complete budget shall be included in the project proposal, comprising the required funding and the contribution presented by the proponent institution. 24. This support can cover:

11 Travel and subsistence costs in line with Brazilian British Council policies (e.g. economy class travel)

11 Short-term room hire for meetings, training events, seminars and conferences included within the programme – and additional costs pertaining to these activities (e.g. AV costs)

¹ These funds may come ultimately from a different source (i.e. a sponsoring government department or a government fund, or a private sponsorship), but the applicant should have authority to spend them.

Basic catering costs associated with events or meetings relating to the collaboration.

Publication costs and associated publishing and communications costs (including web page development by external providers, if appropriate) directly related to the programme

Human resources costs – if essential, appropriate and relevant to the programme – including but not limited to: staff costs of temporary personnel dedicated to the programme (not regular staff costs – the costs of permanent staff or existing positions cannot be included)

Other costs, including –

Essential equipment – directly related to the training programme

Consumables (including software licenses directly related to the training programme, for the duration of the programme)

Access to facilities or library services, or specialist analytical equipment

The total value of these other costs should in principle not be greater than 5% of the total budget of the project (whichever is the greater) – costs above that amount should be agreed on a case-by-case basis

Bank charges for transfer of funds from the Lead Institution to partner institutions, to cover travel and other expenses

25. This support cannot cover:

Staff times or replacement costs for permanent or existing members of staff.

Costs related to the long-term rental of physical infrastructure (e.g. office space, laboratory facilities)

Tuition fees at academic institutions

Bench fees

Purchase or rental of office equipment

Mobile phone rental or purchase

Entertainment costs

26. The co-funding by the beneficiary institution can include financial and non-financial contributions, as efforts to the project, including office space, researchers allocated to the project, management costs, except the salary costs of permanent or existing staff at the beneficiary institution(s).

27. Please contact newton@britishcouncil.org.br if you are in doubt about the above or other costs that the Institutional Skills Development call can or cannot cover.

28. The call intends to finance a maximum of 1-15 projects in this first call, subjected to the level of interest and the levels of financing requested.

Selection process and calendar

29. Institutions are asked to submit a full proposal by **20 January 2016**. The full proposal must be sent following the template available for download in the online application and including: a description of the proposed programme (with an outline timetable and estimated budget) under one of the categories listed in Item 8 above; a justification for its contribution to Brazilian economic and social development; its principal objectives; the identification of the UK partner(s) involved and the identification of the source of matching funding.

30. These full project proposals will be evaluated by the British Council and external experts appointed by the British Council. Awarded beneficiaries will be informed by the 1st week of March 2016.



Contracts will be negotiated and signed by the end of March 2016, and it is expected that projects will start from 1st May 2016. The signing of contracts will be subject to confirmation of matching funds.

The Grant Agreements will be negotiated and signed until 2016, and it is expected that the projects start on May 1st 2016. The signing of the agreement is subject to the confirmation of the existence of the complementary resources (financial and non-financial resources provided by the recipient)

31. Grant agreements with successful candidates will be signed with the British Council and the beneficiary institution will be wholly responsible for the financial and logistical administration and delivery of the programme (including the organisation of visits to / from the UK, and the disbursement of any funds required for participating UK institutions).

32. Grant agreements will include a requirement to fulfil a detailed Monitoring and Evaluation process with the British Council. This framework will be the mechanism by which the quality control of the project implementation is achieved.

List of eligibility criteria

- The application was submitted by the applicant within the stipulated deadline
- The applicant has submitted a signed supported letter confirming co-funding
- The applicant has submitted a signed supported letter from UK partner, expressing support to the proposal submitted
- The Brazilian applicant is a Brazilian public or civil society institution or science museum or botanic gardens, (excluding for-profit/commercial organisations) who expressly support the proposal submitted (supporting letter)

SM

30

The application was submitted using the correct online form

The application form is completed and in accordance with the instructions given

The work plan will take place within 12 months

Assessment criteria

33. Proposals received will be reviewed by the British Council and an external panel based on an assessment of the following principal criteria –

Need for skills training/capacity building programme – the extent to which it is addressing a real skills deficit in the country (20% weighting)

Quality of training/capacity building programme – including its objectives, its design, its focus and the methodology of its approach and the feasibility of its proposed costs (20% weighting)

Value added by UK partner(s) – considering both the expertise of the UK partner(s), the value they bring to the training programme, and the role they will play in its delivery (which should be fundamental to the programme) (20% weighting)

Development relevance – considering whether the training activity has the potential to have a real impact on economic development and social welfare in Brazil and whether it is directly or indirectly engaging low-income, vulnerable or historically excluded populations. (25% weighting) *Projects that score less than 3 points for Development Relevance (an essential threshold) will not be eligible for funding

Sustainability – the potential for training programmes to seed longer term collaborations between beneficiary institutions in Brazil and UK partners will be positively evaluated (15% weighting)



34. Each criteria will receive a score between 1-5 (half points are permitted). Projects that score less than 13 points overall, or that score less than 3 points for Development Relevance (an essential threshold) will not be eligible for funding.

Proposal submission process

35. Applicants must submit the proposal using the **online form**. These should be received by **18.00 (Brasilia time) on 20 January 2016**. Supporting documents required are: budget and Gant Chart (templates available for download), supporting letters from both the Brazilian applicant and UK partner.

Contact details

37. All queries or comments about this call should be addressed in the first instance to newton@britishcouncil.org.br

Dear partner, ('Recipient')

The aim of this document is to explain the monitoring and reporting process for activities planned in projects selected through Institutional Skills Development Brazil – UK Call 2015-2016, such as terms for outlay, submission of reports, responsibilities, supporting documents for rendering accounts for funds provided by the Newton Fund and offered as counterpart financing through partner institutions, the "Recipient's Contribution", as defined in Appendix 3.

The Newton Fund team at the British Council is available to clarify any doubts. Contact us via e-mail newton@britishcouncil.org.br and we will get back to you as soon as possible.

The aim of this funding is so that you take full advantage of all the benefits that this partnership is able to provide, making positive impact on the social and economic development of Brazil and fostering sustainable relationships among partners in Brazil and the United Kingdom.



Kind regards:

Newton Fund Team – British Council | Brazil

Content

Glossary	42
Monitoring and Reporting Proposal	42
Commitments assumed by Recipient	43
Monitoring and Reporting Structure: which are the basic documents and how must they be completed?	44
PROJECT COVER SHEET	45
FINANCIAL REPORT	46
ACTIVITY REPORT (Excel Tab 2 – pages 2, 3 and 4)	47
GENERAL REPORT	51
Documentation for rendering accounts	52
Counterpart financing	52
TERMS	54

CM



Glossary

Term or abbreviation	Meaning
BC	British Council
BIS	Business, Innovation and Skills
IS	Institutional Skills Development Brazil – UK Call 2015/2016
Project	Selected proposal
ODA	Official Development Assistance

Monitoring and Reporting Proposal

As an implementation partner of the Newton Fund, the British Council renders accounts to BIS (Department of Business, Innovation and Skills), the UK body that oversees the Newton Fund. Guidelines for monitoring and reporting on projects financed by the British Council Institutional Skills Development Brazil – UK call thus follows the monitoring and reporting standards requested by the financier (BIS), as well as British Council standards.



 cen

Monitoring and reporting instruments have the central function of overseeing the achievement of objectives proposed in projects, with a central aspect being the monitoring of investments in economic and social development (ODA type resources) and the direct and indirect impact on vulnerable populations in Brazil.

All projects financed through the Newton Fund follow OCDE criteria for ODA (Official Development Assistance) type investment. More information is available on the Newton Fund global website.

Other criteria involved in reporting on proposals is the project's potential to build long-term collaborative relationships among Brazilian and UK organisations that are involved, or to strengthen those already in place.

As such, the reports must present information on project activities and spending (planned and executed), and will be structured per activity and according to general objectives. These will assist the British Council in maintaining a general overview of the overall scope and dissemination of implemented activities.

Activity Impact indicators should not be misinterpreted as a means to assess projects. There are a series of indicators that may or may not apply or full under your project objectives and activities. Feel free to indicate those that do not apply to your project, and only report those that apply to your project, providing an accurate description of the activities actually implemented and realized, with presentation of evidence when requested. Please use the area for description to list other indicators that best apply to your project and that are not represented in the report. Our goal is to provide the most comprehensive report on the project's impact.

Commitments assumed by Recipients

The Recipient is the proposed leader of the project and shall be responsible for monitoring and reporting on the project as a whole, including on activities financed through the Newton Fund and those co-funded through the Recipient's Contribution, while further including activities implemented and realized by Brazilian partners with their respective UK recipients.

The Recipient shall submit two partial reports to the British Council according to deadlines established in this document, and, at the end of the project, a final report, both including a list of activities and financial breakdown, along with supporting documentation on counterpart financing and results.

The reports shall comply with the templates provided by the British Council. To facilitate matters, all reports may be compiled in the same file during the course of the project, the template shall ensure this facility.

A suitable report is one of the prerequisites for the outlay of concessions by the British Council. The British Council reserves the right to suspend financing or request reimbursement of amounts/Grants already provided in specific cases, described in the concession agreement, such as fraud or poor use of resources.

The British Council reserves the right to assess and approve supporting documentation for the Recipient's Contribution financing and spending. Regarding the program report, the British Council is obliged to assess the performance of beneficiaries based on the activities agreed upon in Annex 2 of this agreement.

Monitoring and Reporting Structure: which are the basic documents and how must they be completed?

The report shall be comprised of the following documents, grouped in a single file:

- Partial report, to be sent accompanied by rendering of accounts documentation for the period in question,
- final report, relative to the project as a whole, to be submitted in March 2017, accompanied by rendering of accounts documentation for the last quarter of the project; outlay of the remaining 20% of the resources will occur immediately following approval of the final report and the respective supporting documentation.

Each report is comprised of 5 sections:

- project cover sheet (excel spreadsheet – tab 1);
- financial report (excel spreadsheet – tab 2);
- activity report (excel spreadsheet – tab 2);
- general impact report (excel spreadsheet – tab 2);

• annexes (supporting documentation)

PROJECT COVER SHEET (Excel - Tab 1)

Reflect the information provided in the proposal submission form:

Country:

Training Programme Title:

Lead Institution in Brazil:

Project Leader in Brazil:

Other beneficiary Institution(s) in Brazil (only if applicable)

UK Lead Partner Institution(s)

Project Leader in UK

Other UK Partner Institution(s) (only if applicable)

Total financial support requested from Newton Fund

Total financial contribution from Co-funding Institution(s)

Financial:

Non-Financial:

FINANCIAL REPORT (Excel Tab 2)

Note that the financial report follows the same project budget structure as that submitted to the British Council during the candidature of the proposal. It is split into activities with cost breakdowns, and into resources requested from the Newton Fund and presented as Recipient's Contribution.

The "Budget" columns must be completed with the same values presented in the candidature budget, and will serve as a reference to oversee the application of resources throughout the year. As such, the "Budget – Newton Fund" column must reflect, per activity, the amounts requested from the Newton fund, while the "Budget – Co-fund" column carries those presented as Recipient's Contribution.

The "Actual" columns must reflect the spending to date on each activity up to the period of the report, thus, up to the end of the previous quarter. The same is true for the Recipient's Contribution, thus the "Actual – Newton Fund" column must state spending based on resources through the Newton Fund, while the "Actual – Co-fund" column reports spending based on co-funding (whether from the proposing institution or partners, as the proposing institution is responsible for the project report as a whole).

A table of equivalence will be provided to Recipients which serves as a reference for quantification of the Recipient Contribution, in the event that this was not already done at the time of submitting the proposal. The entire Recipient's Contribution will have to be categorized as co-financing (financial); Equivalent resources (personnel; study grants; etc); In-natura; A mix of these categories.

DN



ACTIVITY REPORT (*Excel Tab 2 - pages 2, 3 and 4*)

This part of the report is dedicated to updating information on the impact of the project according to activity, provided in a simple and rapid manner.

Before completing, please remember that the impact per activity indicators must not be misinterpreted as a project assessment method.

There are a series of indicators that may or may not apply or full under your project objectives and activities. Feel free to indicate those that do not apply to your project, and only report those that apply to your project applies, providing an accurate description of the activities actually implemented and realized, while able to provide proof when requested.

Please use the area for description to list other indicators that best apply to your project and that are not represented in the report. Our goal is to provide the most comprehensive report on the project's impact.

Please complete all the number relative to each activity in the category to which it applies. Consider the explanations below on indicator and the evidence for proof in each case. If the indicator does not apply to an activity or the project as a whole, simply complete with "N/A".

DPI 2 People Trained

Considering:

- 1 - people that took part in a skill development and training event;
- 2 - people that took part in a learning activity like a training session, orientation, a dialogue on public policy, seminar, class, conference, etc.

Not considering:

SPR

1 - Training replication participants, conducted by third parties (in CPI 8 and 10)

2 - Individual attending large scale events like a public talk

Examples of evidence: list of attendance, registration in on site or online courses or training.

CPI 3 Civil society orgs involved

Consider here the local civil society organisation (non-UK)

Include: Implementation partners, industry groups and project stakeholders.

Do not include: governmental organisations and education organisations

Examples of evidence: list of attendance, registration in on site or online courses or training, new partnership agreements.

CPI 4 Schools/education orgs involved

Consider here the local school and education organisations (non-UK)

Include: organisation that participate in outlining the project, those that implement some part of the project, and those that contribute to the project with financial or non-financial resources. Do not include primary, secondary or tertiary education organisations. These are being counted in CPI X.

Examples of evidence: list of attendance, registration in on site or online courses or training, new partnership agreements, new methodologies and practices adopted.

CPI 5 Government orgs involved

yes



Consider here the local government organisations (non-UK) at any level of government participating in any process of the project (please specify if it is a training activity, programme conception, cascade training, etc):

Examples of evidence: list of attendance, registration in on site or online courses or training, new partnership agreements, new methodologies and practices adopted.

CPI 7 UK orgs involved

Consider here: non-governmental and not-for-profit organisations, charities and other private not-for-profit institutions. Please indicate in the box below if there are other UK organisations involved - e.g. education or governmental organisations.

Examples of evidence: list of attendance, registration in on site or online courses or training, new partnership agreements, new methodologies and practices designed.

CPI 12 - People increased knowledge/skill

Individuals who develop new skill or knowledge:

Consider: Brazilian and UK participants involved in individual or institutional projects

Do not include: multiplication participants (CPI 13)

Examples of evidence: test results, observations, self-assessments, certificates, publications, homework or other documents that demonstrate the acquisition of new learning or skills.

CPI 13 Cascade trainers trained

Consider the number trained by qualified trainers

my



K

Examples of evidence: list of attendance

CPI 14 People using skills for local change

Participants in project activities that have implemented or are currently implementing a transformation in their work environment or community using the acquired training;

1 – social action projects;

2 – reforms within the work environment

3 – changes to curriculum

4 – changes to work methods. What type?

consider individuals and non-organisations.

Examples of evidence: reports, action plans, visits, observations, pictures, documentation attesting creation of new networks for sharing experiences, practices and for collaborative work.

Media reach

The sum of articles that cite the project and mentioned the British Council and Newton Fund

Include the number of major media vehicles involved (state-wide circulation at least)

Evidence: please include links and other evidence when possible

Handwritten initials and marks: "SR" and "UN" written vertically, and a signature-like scribble at the top right.

GENERAL REPORT

This part of the report is dedicated to qualitative analyses in relation to the general objectives of the project, the main results attained by the project as a whole. Answers can be presented in bullet points and should be concise.

Leading milestones and results

A brief description (may be presented as items or bullet points) including project milestones and key results during the period. This may include: the number of successfully completed workshops, new methodologies, publications, articles, documentation or data translated to Portuguese, innovation (including social, technological and methodological innovation), new ways of working or improved mechanisms, new initiatives implemented, improvements in decision making, up-skilled staff, or any other success or potential opportunity for the future. Please include evidences.

new social action projects: please describe, if applicable

evidence of income generation (individual or territorial): please describe, if applicable

changes in organisational policies/practices: please describe, if applicable

changes in public policies/practices: please describe, if applicable

Impact record – story of impact

Please include one or two examples of impact. For example, it may be a short paragraph, a text from a blog or a statement from a participant or partner, or a media report. Please focus on the impact and significant change that occurred, instead of describing the actual activity. This may be an impact that occurred on an individual, institutional or national level. It may be a significant collaboration that contributed to increasing the capacity of an organisation, research group, a new social organisation or a series of publications that resulted from project activities.

SPIN



Documentation for rendering accounts

Counterpart financing

Type of cost	Supporting documentation
Work Hours <i>*for counterpart only</i>	Document signed by the financial director of the institution (or equivalent), indicating the number of hours dedicated by the professional to the project and the value of each hour (benefit costs may be included).
Lease of space	Owner documentation showing evidence of the lease of space and the relative amount
Airline ticket purchase	Purchase invoice + boarding card
Meals	Agreement or purchase receipt
Accommodation	Purchase receipt

507

Consultancies, trainers, teachers	Consultancy or service provision agreement with a description of contracted products and proof of delivery (depending on the nature of the product)
All contracted services and products purchased between £ 500 and £ 20,000,00	Proof that the competition process relative to the contracted value was followed as outlined in the concession agreement.

Other means of evidence may be included in the table, according to the occurrence of spending types and project necessities.

All receipts related to costs covered by the Newton Fund must:

- Clearly specify the name of the recipient:
- Be dated:
- Specify the cost and type of service
- Include the name of the restaurant. Please note that the Newton Fund may not reimburse the cost of any alcoholic beverage (in accord with financier policy).

RA 53

TERMS

The partial report and annexes must be submitted by the 10th day of June and November 2016. The final report shall be submitted by 10th of March 2017. They shall be submitted via e-mail newton@britishcouncil.org.br, with a request for confirmation of receipt.

DOUBTS?

Write to us at newton@britishcouncil.org.br and we will reply as soon as possible.

Thank you!

Newton Fund Team – British Council Brazil

SEM

21 28

Schedule 5

Communication and Branding guidelines

Newton Fund background and introductory brief.

On 5 December 2013 the UK Chancellor announced the creation of an Emerging Powers Research and Innovation Fund of £375 million over 5 years to support science and innovation partnerships with emerging powers.

The Fund forms part of the UK's Official Development Assistance (ODA) commitment and its primary focus is to develop partner countries, research and innovation capacity for long-term sustainable growth. £75 million will be spent each year from 2014/15 for five years and the intention is that UK funding is matched either by partner countries or by private foundations, multi-lateral organisations or corporate partners.

The Fund covers three broad categories of activity: (i) People: capacity building, people exchange and joint centres; (ii) Programmes: research collaborations on development topics; and (iii) Translation: innovation partnerships

Key messages

The Newton Fund is part of the UK's official development assistance programme. The fund is £75 million each year from 2014 for five years.

Through the Newton Fund, the UK will use its experience in research and innovation to promote economic development and social welfare of partner countries.

By working together on research and innovation projects, the UK seek to build strong and sustainable relationships with partner countries. This will support the continued excellence of UK research and innovation to unlock opportunities for wider collaboration and trade.

Communications and marketing activity relating to the program Institutional Skills under the Newton Fund

Written communications

It is essential that when writing about the Newton Fund for a public audience, the key messages above are used.

Marketing collateral and logos

SPM

Conselho Britânico will provide standard templates for marketing collateral, such as posters and banners for workshops. The templates may require specialist design software to be edited, and may require you to contact a Graphic Designer.

Alternatively you may produce your own collateral, however anything produced must be signed off by the local British Council Newton Fund team prior to use.

It is essential that the relevant Newton Fund logo be presented on all marketing and communications activities. In some cases this will be a logo specific to the country, otherwise it will be the general Newton Fund logo. Please contact the representative of the Newton Fund in the country to obtain the relevant logo.

Generally, Conselho Britânico logo is positioned in the top-left corner, with the Newton Fund and other logos positioned alongside, or below. The Institutional Links logo should be the most prominent. This may be changed, but if it differs substantially from these guidelines you should contact the local British Council Newton Fund team for sign-off.

If Recipient has a website/ and/or any form of online platform in which it advertises and promotes the Project, Recipient is encouraged to post/ put on Conselho Britânico's logo on its website with the relevant webpage/link of the Project, and insofar as such posting was authorized by Conselho Britânico. Conselho Britânico, at its sole discretion, may amend Project's budget as to provide Recipient with sufficient funds to cover any expenses associated with complying with Conselho's Britânico requirements for posting Conselho Britânico's logo on its website and/or online platform.

For further guidance on positioning logos, and sign-off on all marketing collateral produced, please contact Conselho Britânico Newton Fund team in Brazil at newton@britishcouncil.org.br.

Signature

Handwritten initials

Schedule 6

Bank details form

Please attach your organisation's letter-head above

Organisation or applicant full name	FUNDACÃO FLORA DE ABOIO À BOIÂNICA
Organisation or applicant registered address	RUA JARDIM BOIÂNICO Nº 920 - JARDIM BOIÂNICO - RIO DE JANEIRO - RJ - BRASIL - CEP: 22460-300
Bank account holder's name	FUNDACÃO FLORA DE ABOIO À BOIÂNICA
Bank & Branch Name	HSBC BANK BRASIL S.A. - BANCO MULTIPLO - 379 AGENCIA SAUVS DUHONT
Bank Branch Address	AV. FRANKLIN ROOSEVELT, 194 - WSA CITY - CENTRO - RIO DE JANEIRO - RJ - BRASIL - CEP: 20021-190
Bank Branch Postcode	1323
Account Number	00.553 - 48
Sort code (UK)	—
Swift/International BIC Code	3C3BBRPP
IBAN Number	BR89 0170 1201 0132 3000
Fedwire/ABA Routing Number (USA banks only)	—
Registered VAT number (if applicable)	—
Company registration number (if applicable)	CNPJ: 35.989.312 0001-00
Conselho Britânico will pay in GBP - Pounds Sterling	
Confirm the account specified will accept payments in the currency above	<input checked="" type="checkbox"/> confirmed
Routing Bank Information: If the payment requires to be redirected via a routing bank please provide the routing information below. The following information must be provided if the IBAN / SWIFT numbers do not correspond with your bank account number and sort code details.	
Routing bank & branch name	—
Routing Account number	—
Routing Bank & Branch Code / Sort code (UK)	—

SN

Routing IBAN Number _____

Routing Swift/International BIC Code _____

Other routing code _____

Your details

I confirm that the details provided above are full and accurate. Missing or incorrect information may result in attempted payments made by the British Council being returned from your bank as unsuccessful. The British Council will accept no responsibility for any delays or loss that occurs as a result.

Name LINDALHO DE CARVALHO DIAS Position PRESIDENT

Signature [Handwritten Signature] Date 30/03/2016

Person to contact for payment queries and notification of payment

Name MIS FEIPE NEAL ESTEVES Position DIRECTOR

Email address [Handwritten Email] Tel. no (21) 3204-2068

[Faint background text from the reverse side of the document, including "BRITISH COUNCIL" and "FORM 1000"]

[Handwritten initials/signature]

[Handwritten signature]