

RUPARELIA FOUNDATION

PAYMENT VOUCHER

PAYMENT NO RF/2020/003/1046

16-Mar-2020

PAY M/S Kampala Parents School 2004 ✓

CHQ. NO. DATED AMOUNT UGX 1,850,000/-

(IN WORDS) UGX One million eight hundred fifty thousand Only ✓

BEING Payment made to Premier Academy Ltd for the school fee for Nyanzi Faith D/o Mr. Mike Nyanzi and Mrs. Sifa Nalubega

Terms

PREPARED BY *[Signature]*
24/03/2020

[Signature]
24/3/20

AUTHORISED BY

SANCTIONED BY *[Signature]*
26/3/2020

No: Chq Date: Chq Prepared By:
Signature: 26 MAR 2020

RECEIVER DETAILS
NAME: *Gineesh M. 2*
DATE: *11/06/2020*
ID TYPE:
SIGN: *[Signature]*

PAID Date: *4/6/2020*
Company Name: *Ruparelia Foundation*
Amount: *1,850,000/=*
Chq No: *000417* *[Signature]*

Processed for Payment
23 MAR 2020

Ruparelia Group
ACCOUNT 3 (A/C) RECEIVED
24 MAR 2020
IN/OUT NAME/SIGN: *[Signature]*

Ruparelia Group
MD'S OFFICE
24 MAR 2020
IN/OUT RECEIVED BY: *[Signature]*

Guaranty Trust Bank (Uganda) Ltd
Plot 56 Kira Road
PO Box 7323 Kampala, Uganda

KIRA ROAD BRANCH



Guaranty Trust Bank (Uganda) Ltd

11 27-18-47

000417 2180011027

NOT EXCEEDING Ugx.1,850,000/-

Date 4-Jun-2020

Pay ****KAMPALA PARENTS SCHOOL 2004**** or order

****One Million Eight hundred Fifty Thousand Only****
Uganda Shillings

UGX**1,850,000/-

A/C 218 131161 1 5111 0

THE RUPARELIA FOUNDATION

Cheque Number

Bank Code

Account Number

Authorized Signatory Above

⑈000417⑈ 09⑈ 271847⑈ 2180011027⑈ 11



KAMPALA PARENTS' SCHOOL 2004

(Premier Academy Ltd.)

TEL: 0752 711911, 0752 711913

P.O. Box 3673
Kampala - Uganda

RECEIPT

No. **150203**

Date: **6/6/2020**

Pupil's Name **Nanyanzi Faith**

Class **P5** Ad. No.

The sum of shillings **One million, eight hundred fifty thousand only**

being payment of **Sch fees TL 2 - 2020**

Cash/Cheque No./Dir-Dep-No **417 Orient - Ruparelia Foundn**

Shs. **1,850,000=**

Thank you

Signed.....

SIGNATURE



KAMPALA PARENTS' SCHOOL 2004

(Premier Academy Ltd.) ✓

P.O. Box 3673, Kampala – Uganda. Tel: 0752-711 913, 0752-711 911

17-25 Saddler Way, Naguru.

E-mail: info@kampalaparents.com

INVOICE

DATE: - 03RD February, 2020

INVOICE NO.:- KPS/FEE/20/002

Year: 2020

TERM 1 SCHOOL FEES

Name of the Child : NANYANZI FAITH ✓
Class : Primary-5

Details of School Fees Structure:

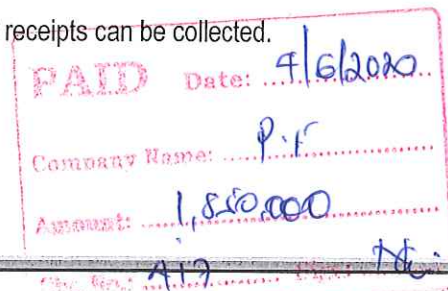
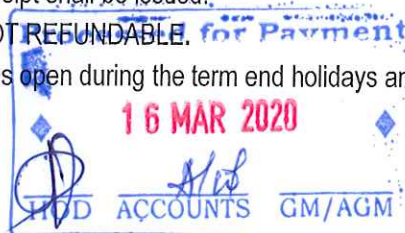
Term	School Fees	Total
1 st Term 2020 ✓	1,850,000/-	✓1,850,000/-
	TOTAL	1,850,000/-

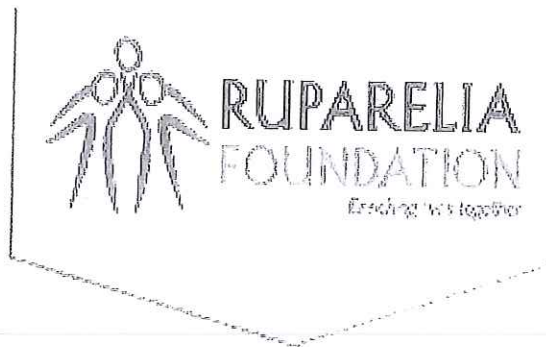
(Total: One Million Eight Hundred And Fifty Thousand Uganda Shillings Only)

PLEASE NOTE:

- The School fees must be paid before the first day of school opening.
- On the School opening day please show the full school fees payment receipt or clearance form from Accounts Department to respective class teacher. Without receipt or clearance form teachers are not going to allow your child to class.
- Please make the Bank Draft payable to – " Kampala Parents School 2004 "
- You may also pay direct to the School account with **Orient Bank Account Number: 46056558040101**
OR UBA Bank Account Number: 0103016113. A copy of the Transfer / Bank Deposit slip should be sent to the school and a receipt shall be issued.
- School Fees payment is NOT REFUNDABLE.
- The Accounts Office remains open during the term end holidays and receipts can be collected.

Financial Controller





GRANT AGREEMENT

BETWEEN

THE RUPARELIA FOUNDATION

AND

MR. MIKE NYANZI AND MRS. ASIFA NALUBEGA ON BEHALF OF FAITH NANYANZI AKA
FELISTA DI SUPERSTAR

PAID Date: 4/6/2020
Company Name: P.F.
Amount: 1,850,000
Chq. No.: 00047 Sign: [Signature]

GRANT FUNDER

A handwritten signature in black ink, appearing to be 'Mike Nyanzi', written over a horizontal line.

GRANT RECIPIENT

1. [Handwritten signature]
2. [Handwritten signature]

RUPARELIA FOUNDATION GRANT AGREEMENT



Processed for Payment
16 MAR 2020
[Signature]
HOD ACCOUNTS GM/AGM

TABLE OF CONTENTS

1.INTRODUCTION AND DEFINITIONS.....4

2.THE GRANT OFFER.....6

3.USE OF GRANT FUNDS.....6

4.TERM OF AGREEMENT.....7

5.DISBURSEMENT OF THE PROCEEDS OF THE GRANT.....7

6.ACCOUNTS AND AUDITS; RECORDS.....7

7.REPORTING.....8

8.REVIEW OF THE GRANT.....9

9.RESPONSIBILITIES OF RECIPIENT.....9

10.BRAND AMBASSADOR.....11

11.INTELLECTUAL PROPERTY RIGHTS AND DISSEMINATION.....12

12.DATA PROTECTION.....13

13.COMPLIANCE WITH LAWS.....14

14.RELATIONSHIP BETWEEN THE PARTIES.....14

15.PROMOTING THE GRANT FUNDERS SUPPORT.....14

16.VARIATION.....15

17.NO IMPLIED WAIVERS.....15

18.FORCE MAJEURE.....15

19.SETTLEMENT OF DISPUTES.....16

20.TERMINATION.....16

21.COMMUNICATIONS AND NOTICES BETWEEN PARTIES.....17

22.ASSIGNMENT.....17

23.ENTIRE AGREEMENT.....17

24.NO AGENCY OR PARTNERSHIP.....18


25.GOVERNING LAW.....18

26.EFFECTIVENESS OF THE AGREEMENT.....18

GRANT FUNDER

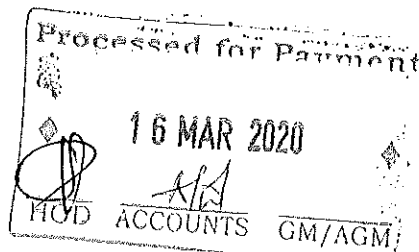


GRANT RECIPIENT

1. 

2. 

RUPARELIA FOUNDATION GRANT AGREEMENT



THE REPUBLIC OF UGANDA
THE CONTRACTS ACT (2010)
GRANT AGREEMENT

THIS Agreement made this _____ day _____ of 2020.

BETWEEN

The **Ruparelia Foundation**, a non-profit organization duly registered and existing under the laws of Uganda and by virtue of the Trustees Incorporation Act [Cap 165] Law of Uganda with the registered and principal office located at Plot 38, Crane Chambers, 3rd Floor, P.O Box 3637 Kampala, (Hereinafter referred as 'the Grant Funder').

Mr. **Mike Nyanzi** AND and Mrs. **Asifa Nalubega** of Tel No. 0759622993 and 0758885140 respectively and both referred to as Parents of **Faith Nyanzi aka Felista Di Superstar**, on behalf of **Faith Nyanzi aka Felista Di Superstar**, whose address (Hereinafter referred as 'the Grant Recipient')

The above shall collectively be referred to as the **Parties** and each individually as a **Party**.

WHEREAS:

The Grant Funder offers financial assistance to different organizations and individuals in various sectors of health, education, sports, general welfare, wildlife and preservation of the environment.

GRANT FUNDER

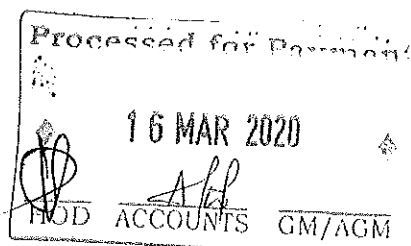


RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. 
2. 



The purpose of the Program is to enable the grant recipient to receive primary education in and/or related areas; develop a high level of competency and qualification.

In order to facilitate the grant recipient's participation in the above stated Program, Ruparelia Foundation desires to sponsor the grant recipient, provide the grant recipient with financial aid for expenses directly related to the Program.

The Grant Recipient on behalf of Faith Nyanzi aka Felista Di Superstar (___ years Old, A minor) desires to receive such financial assistance to fund her primary school education.

The Grant Funder and the Grant Recipient agree to comply with the terms and conditions of this contract as set forth in this Agreement.

NOW IT IS HEREBY agreed as follows:

1. INTRODUCTION AND DEFINITIONS

This Grant Agreement contains the terms on which grant funding is being provided to the Grant recipient.

Pursuant to this agreement (the "Agreement"), the Ruparelia Foundation (Grant Funder) awards Faith Nyanzi aka Felista Di Superstar (Grant Recipient) an education grant worth 1650,000 ✓ UGX to cover her primary school education at Kampala Parents School P.O Box 3673, Plot 17-25, Saddler Way Naguru from Primary 1 to Primary 7.

In this Grant Agreement:

- a. "Grant Funder" means the Ruparelia Foundation
- b. "Grant Recipient" means Faith Nyanzi (insert name on grant recipient)

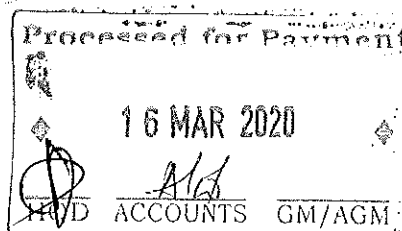
GRANT FUNDER

[Handwritten signature of Grant Funder]

GRANT RECIPIENT

- 1. *[Handwritten signature]*
- 2. *[Handwritten signature]*

RUPARELIA FOUNDATION GRANT AGREEMENT



- c. **"Funding Period"** means the period for which the Grant is awarded as specified in this Grant Agreement;
- d. **Program Information:** means the Program title, the Program scope, information about the budgeted and actual Program spend, the Program duration, the name of the Grant recipient and the amount of funding that is being provided under this Grant Agreement;
- e. **The Grant:** means the sum or sums of money [in local currency] to be provided to the Grant recipient in accordance with this Grant Agreement;
- f. **Commencement Date:** Means the agreement start date
- g. **Funds/Disbursements:** Scholarship Programme monies to be provided by the Grant Funder to the Grant Recipient for the purposes of the education and benefit of the Grant Recipient.
- h. **Personal Data/Sensitive Personal Data:** shall have the same meanings as set out in the Data Protection Act (2019) or any successor legislation.
- i. **"Confidential Information"** means the Grant funder's data and all information which has either been reasonably designated as confidential by either Party in writing or which ought to be considered as confidential (however it is conveyed or on whichever medium it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the General Data Protection Regulation and any other data protection law which may be enacted from time to time. Confidential Information does not include **'Basic Program Information**;
- j. **"Intellectual property work"** means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, documents, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Recipient, its officers, employees,


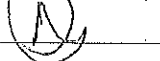
GRANT FUNDER

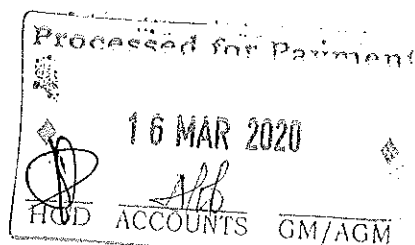


RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. 
2. 



agents, and subcontractors, either individually or jointly with others in the performance of this Agreement. "Work" shall include any and all material that:

- is or may be copyrightable under copyright law of the United States; and produced by the Recipient or its officers, employees, agents and subcontractors in the performance of this Agreement or the 3ie Agreement.
- k. "Work" includes such items as reports, books, journal articles, software, databases, sound recordings, videotapes, and video discs.

In consideration of the Grant Funders Education Grant, you agree to the following terms and conditions:

2. The Grant offer

The Grant Funder agrees to provide the Grant Education Scholarship in an amount up to 1,650,000 UGX to the Recipient to enable her pursue a Primary School Education at **Kampala Parents School, P.O Box 3673, Plot 17-25, Saddler Way Naguru** to better equip her in obtaining the required qualification.

3. Use of Grant Funds

- a. This Grant is made only for the purposes stated in this Agreement and any documents referenced herein. The Recipient may not use the funds for any other purpose unless written permission has been received from Grant Funder.
- b. The Grant funder will pay the total amount of the grant fees directly to the school towards the total costs of the Scholarship as tuition.
- c. The Grant funder does not guarantee grant funding for subsequent periods after the term of this Grant Agreement.
- d. The Recipient may not earmark or use any portion of the Grant funds to attempt to influence, directly or indirectly, any proposed or pending legislation, except insofar as such activities relate to the scholarship, nor to

GRANT FUNDER



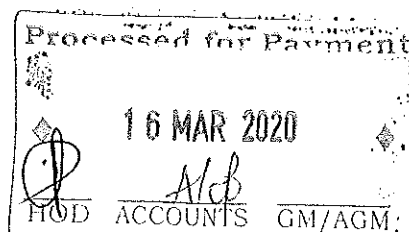
RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. 

2. 



participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, or to induce or encourage violations of any national, state or local law or public policy. Further, the Recipient will not distribute any of the Grant funds to any private individual or organization. Notwithstanding the immediately preceding sentence, no portion of Grant funds may be used or designated as compensation or other consideration for fundraising. The recipient will use reasonable efforts to ensure that the Grant funds are used in compliance with all applicable laws in Uganda.

4. Term of Agreement

The term of this Agreement shall be from the 03 day of Feb 2020 (start date) to the 31st day of Dec 2020 (End Date).

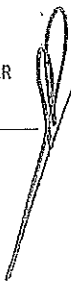
5. Disbursement of the Proceeds of the Grant

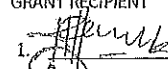

- a. The Grant Funder will disburse Grant funds directly to the School upon the Grant Funder's receipt of this Agreement signed by an authorized officer of the Recipient.
- b. Disbursements and Funds, in whole or in part, may be withheld if the Grant Funder program reasonably believes that Recipient is not meeting its obligations under this Agreement and has notified Recipient of the reasons for withholding such disbursements/ Funds. No further disbursements shall be made by the Grant Funder unless and until the Grant Recipient has fully accounted for the use of the previous disbursement and planned expenditures in the next period and submitted all required reports and deliverables, and The Grant Funder, using reasonable standards, has accepted such reports and deliverables.

6. Accounts and Audits; Records

- a. The Grant Recipient shall maintain separate ledger accounts and records for the use of the funds provided under the Grant. These accounts and records shall be maintained in accordance with generally-accepted accounting principles and appropriate record-keeping practices to ensure sound financial management systems and internal controls relating to the Grant.


GRANT FUNDER



GRANT RECIPIENT
1. 
2. 

RUPARELIA FOUNDATION GRANT AGREEMENT



Proceed for Payment
16 MAR 2020

HOD ACCOUNTS GM/AGM

3. The Recipient shall retain its records for the Grant Scholarship Project for a period of three (3) years from the End Date of this Agreement. This provision shall survive the termination of this Agreement.
- b. The Recipient shall ensure that proper supporting documents (such as bills, invoices, receipts and vouchers) are procured and maintained to be available to be produced as evidence of the grant expenditures if required by the Grant Funder. If the Recipient fails to provide such evidence of expenditures when requested, The Grant Funder reserves the right to disallow claims for such expenditures.
- c. The Recipient acknowledges that it is receiving funds maintained for charitable and educational purposes from The Grant Funder and shall provide a high level of accountability to the Grant Funder in respect of the use of the Grant. The Recipient shall allow the Grant Funder reasonable access during normal business hours to all accounting information and other records relating to the Grant Scholarship. If the Grant Funder seeks access to information and records, it shall give the Recipient **five (5) working days'** notice of such request. The Recipient shall provide the information requested no later than five (5) working days after receipt of such notice. The Grant Funder may make copies of any documents and information provided. This provision shall survive the termination of this Agreement.
- d. The Grant Recipient shall comply with all statutory requirements as regards tax, accounts, audit or examination of accounts, annual reports and annual returns applicable to itself.

7. Reporting

- a. The Recipient shall report progress to the Grant Funder at the times specified in this Agreement. The current contact person of the Grant Funder is _____ (email): Wizbeats22@gmail.com
- b. The Grant Recipient shall provide the Grant Funder with a Quarterly financial and operational report, along with any other relevant supporting documentation, which each invoice submitted which details the allocation of the Grant in such formats as the Grant Funder may reasonably request.

GRANT FUNDER



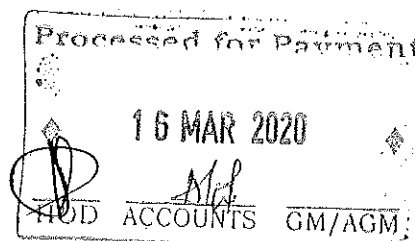
RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. 

2. _____



- c. The Grant Recipient shall on request provide the Grant Funder (or as the Grant Funder may direct, the Programme Manager) with such further information, explanations and documents as the Grant Funder may reasonably require in order for it to establish that the Grants are being used properly and in a timely fashion in accordance with this agreement.
- d. The Grant Recipient shall permit any person authorised by the Grant Funder such reasonable access at any time to his academic documents and other school records, for the purpose of inspecting, discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this agreement and shall, if so required, provide appropriate oral or written explanations from them.
- e. The progress report deliverable shall include the following information:
 - i. A summary of the Grant Recipients academic progress and challenges that may have been faced by her
 - ii. A summary of how extra funds (if any) were spent
- f. In addition to the reporting requirements specified in this Agreement, the Recipient agrees to provide the Grant Funder with information on the Grant Scholarship activities on request, as well as to provide any additional information to The Grant Funder which they reasonably request.

8. Review of the Grant

- a. The Grant Funder shall review the status of the Grant Scholarship and the implementation of this Agreement prior to each academic year of the Grant Recipient and may do so at other times. During such a review, the Recipient shall cooperate fully with and respond promptly to all reasonable requests from The Grant Funder for information. The Recipient shall respond in writing to comments received from the review, indicating how these comments have been taken into account.

9. Responsibilities of Recipient

- a. Admission

GRANT FUNDER



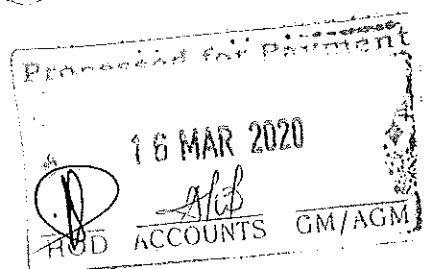
RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. _____

2. _____



The Grant Recipient shall submit to the Grant funder a certified true copy of her school assessment form/statement of account as basis of payment by the Grant Funder.

The Grant Recipient shall carry the full academic load for grade and primary school level as prescribed in the school curriculum. Likewise, the Grant recipient in primary school must fulfill all school requirements to be considered a regular student of good standing.

The Grant Recipient shall meet the academic assessment criteria for each academic year.

b. Academic Performance:

The Grant Recipient shall continuously maintain a good scholastic standing that shall be in accordance with the academic standards prescribed by Kampala Parents Rules and Regulations which is made an integral part hereof.

The Grant Recipient shall pass all her exams and school tests that are administered to him.

c. Conduct:

The Grant Recipient shall behave in a manner befitting her status as Scholar. She shall, at all times, comply with all rules and regulations as may be prescribed by the Student Code of Conduct or those that may be subsequently issued by during his stay there. The Grant Recipient shall behave according to the schools code of conduct. Any infractions may result in loss of the scholarship.

d. Report:

The Grant Recipient undertakes to have her report card properly noted and signed by her Parent/Parents/Guardian. The Grant Recipient shall submit to the Grant Funder at the end of each term her official transcript of grades.

Submission of falsified or tampered documents by the GRANTEE shall automatically and permanently disqualify him from the program.

e. Guidance And Supervision

GRANT FUNDER

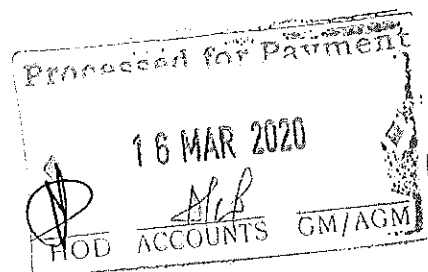


RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. _____
2. _____



The Grant Recipient undertakes to take or undergo all written tests, examinations and assessments that the School may administer in order for the latter to collect pertinent data to improve school programs and functions.

f. Completion of the Primary level

The Grant Recipient is required to complete the primary level as prescribed by the School curriculum which was duly approved by the Board of Trustees.

g. Change Of Legal Guardian

The Grant Funder shall report any change of legal guardian/representative/Manager and her respective residential addresses to the Office of the Registrar.

h. Attendance

The Grant Recipient shall attend all scheduled classes and complete classroom and academic assignments.

The Grant Recipient shall be required to inform the school at a reasonable time if the Student will not be attending school.

The Grant Recipient shall be required to inform the school Principal at a reasonable time in the event that she has a business travel or any other musical commitments in order to make the necessary arrangements that maybe required like academic assignments.

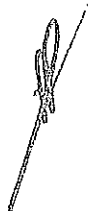
The Grant Recipient shall not take a leave of absence during the scholarship period without prior written approval by the Grant Funder.

i. The Grant Recipient accepts to be subjected to Random drug tests by the Grant Funder to ensure that she is not abusing any substances.

10. BRAND AMBASSADOR

a. The Grant Recipient agrees to be the Brand Ambassador of the Ruparella group and shall be available whenever called upon to represent the brand at events that promote the groups brand.

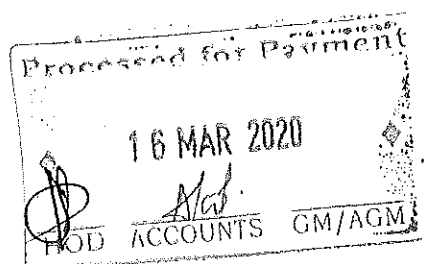
GRANT FUNDER



GRANT RECIPIENT

1. _____
2. _____

RUPARELLA FOUNDATION GRANT AGREEMENT

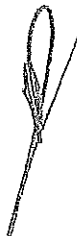


- b. Subject to clause _____ the Grant Recipient consents to the use of his image in activities that promote the brand of the group.
- c. The use of the work and/or Brand Ambassadors Likeness does not and will not violate the rights of any third party, including without limitation, any contract, copyright, trademark, or rights of privacy or publicity of any third party; and
- d. The work will not contain any disparaging, pornographic, defamatory and/or offensive material;
- e. As a Brand Ambassador the Grant Recipient shall perform the services in a timely professional manner.

11. Intellectual Property Rights and Dissemination

- a. The Grant Funder and the Grant Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either the Grant Funder or the Grant Recipient before the date of this agreement, or developed by either party during the performance of their respective obligations in this agreement, shall remain the property of that party.
- b. The parties agree that Grant Recipient shall be entitled to keep all Intellectual Property Rights owned by them prior to the commencement of any Programme, and shall retain ownership of all Intellectual Property Rights arising in them by their implementation of the Programme.
- c. Where the Grant Funder has provided the Grant Recipient with any of its Intellectual Property Rights for use in connection with the Programme (including without limitation its name and logo), the Grant Recipient shall, on termination of this agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Grant Funder.

GRANT FUNDER



RUPARELIA FOUNDATION GRANT AGREEMENT






GRANT RECIPIENT

1. _____

2. _____

Processed for Payment

16 MAR 2020

 HOD  ACCOUNTS  GM/AGM

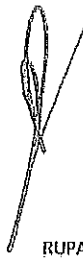
- d. Unless expressly provided by this agreement the Grant Funder does not transfer any of its Intellectual Property Rights to the Grant Recipient or give any licence to use its Intellectual Property Rights, subject to any further written agreement between the parties.
- e. Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement or unauthorised use of any party's Intellectual Property Rights under or in connection with this agreement.
- f. No party to the agreement shall take any action that might invalidate the Intellectual Property Rights owned by or licensed to the other party.

The provisions of this clause shall survive expiry or termination of the agreement.

12. Data protection

- a. The Grant Recipient undertakes to comply, and will cause its employees, agents and sub-contractors to comply, with the Data Protection Act (2019) and all applicable data protection laws in connection with the performance of its obligations under this agreement and shall take all steps requested by the Grant Funder to ensure that any Personal Data or Sensitive Personal Data is properly protected and used at all times under or in connection with this agreement.
- b. For the purposes of compliance with the Data Protection Act (2019) the parties acknowledge and agree the Grant Funder shall be the data controller and the Grant Recipient shall be the data processor.
- c. The Grant Recipient agrees that any information, including Personal Data and Sensitive Personal Data received by the Grant Funder (or Grant Funder's employees, agents, representatives or subcontractors) from the Grant Recipient or collected by the Grant Recipient and used by it in the performance of the agreement, may lawfully be held by the parties in digital or paper form (including that Grant Recipient has received all necessary consents to hold and share any such Personal Data) and it may be processed manually or by electronic means for the purposes of the agreement, or as required by law.

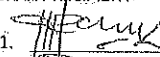
GRANT FUNDER



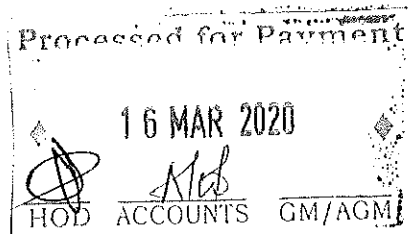
RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. 

2. 



- d. The Grant Recipient agrees that it shall not transfer Personal Data without the prior written consent of the Grant Funder.
- e. The provisions of this clause shall survive termination of this agreement.

13. Compliance with Laws

- a. The Recipient shall comply with all applicable laws in connection with the performance of this agreement. In particular, the Recipient shall take all necessary steps to ensure that it complies with any data confidentiality and data protection requirements under the Recipient's national laws.
- b. The Recipient acknowledges that it does not support or promote violence or the destruction of any State, provide resources or support to individuals or organizations associated with terrorist activity or related training, or provide sub grants to any individuals or organizations that engage in any of these activities.
- c. The Recipient acknowledges that none of the activities financed by this grant violates any laws that prohibit corrupt payments to government officials for the purpose of obtaining or keeping business and that the Grant Funder has not authorized any activity that would constitute such payments. The Recipient will use reasonable efforts to ensure that grant funds are not used to make corrupt payments to government officials for the purpose of obtaining or keeping business.

14. Relationship between the Parties

- a. This agreement shall not create any partnership or joint venture between the Grant Funder and the Grant Recipient, nor any relationship of principal and agent, nor authorize any party to make or enter into any commitments for or on behalf of the other party.

15. Promoting the Grant Funders Support

- a. The Recipient shall acknowledge the Grant Funders support for the Project in any publicity material, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

GRANT FUNDER



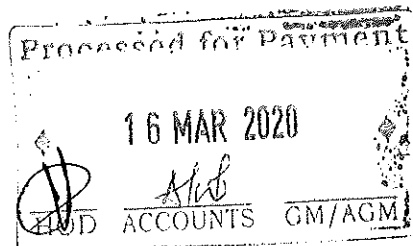
RUPARELIA FOUNDATION GRANT AGREEMENT



GRANT RECIPIENT

1. 

2. 



prepared by or for the Recipient or its employees individually or jointly with others or any subcontractors, media reporting and annual reports. The Recipient shall not use the logo, logo design, branding or name of the grant funder or the names of their employees in any advertisement or promotional publicity with reference to this Agreement or any product or service resulting from this Agreement, without the prior written approval of the Grant Funder, as the case may be.

- b. The Grant Funder may include information about this Grant in its periodic public reports and may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents. By accepting these Grant funds, the Recipient agrees to such disclosure.

16. Variation

- a. The terms of this Agreement, including the purpose of the Project and payments hereunder may be modified, limited, extended or terminated by agreement of the parties. No variation of this Agreement shall be effective unless it is agreed in a formal amendment signed by both parties. The Recipient shall first obtain written approval from the Grant Funder prior to incurring any additional costs or undertaking any additional tasks prior to the expiry of this Agreement.

17. No Implied Waivers

- a. Failure by any party at any time to require performance by any other party of any provision of this Agreement shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

18. Force Majeure

- a. Neither party shall be liable for any failure to perform or any delay in performing its obligations under this Agreement where the cause of such

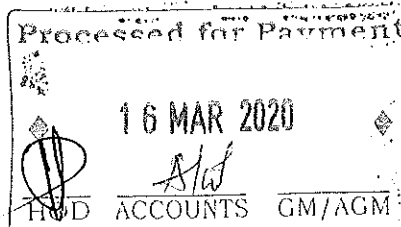
GRANT FUNDER



GRANT RECIPIENT

- 1. 
- 2. 

RUPARELIA FOUNDATION GRANT AGREEMENT



failure or delay is beyond that party's reasonable control. The party claiming inability to perform its obligations for this reason shall immediately give written notice to the other. However, these provisions do not in any way limit or reduce the obligations of the Recipient this Agreement.

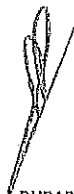
19. Settlement of Disputes

- a. Both parties shall make every effort to resolve amicably by informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. In doing so, the parties shall be guided primarily by the specific terms of this Agreement and their common interest in promoting the Grant, and act in good faith in a spirit of goodwill, partnership and cooperation.
- b. The Parties may settle any dispute using a dispute resolution process which they agree.
- c. If the Parties are unable to resolve a dispute in line with the requirements of paragraph "a", the dispute may, by agreement between the Parties, be referred to mediation
- d. The performance of the obligations which the Grant recipient has under this Grant Agreement will not cease or be delayed because a dispute has been referred to mediation this clause of this Grant Agreement.

20. Termination

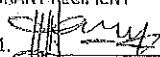

- a. Where, in the reasonable opinion of a party, the other party has breached any material provision of this Agreement and the alleged breach is not remedied to the reasonable satisfaction of the party alleging such breach within thirty (30) days after the other party's receipt of written notice of such alleged breach, then the party alleging such breach may terminate this Agreement, with such termination to be effective immediately upon receipt of written notice of termination by the other party.
- b. Either Party may at any time terminate this Agreement, by giving notice to the other Party, if the other party becomes bankrupt or otherwise insolvent. Termination will be effective immediately upon receipt of the notice of termination.

GRANT FUNDER




RUPARELIA FOUNDATION GRANT AGREEMENT

GRANT RECIPIENT

- 1. 
- 2. 



Processed for Payment
16 MAR 2020

HOD ACCOUNTS GM/AGM

- c. Any funds remaining unspent at the completion or termination of the project shall be returned to the Grant Funder within 60 days of the completion or termination of the Project.
- d. Upon such termination of funding, the Recipient shall repay to the Grant Funder any Grant funds not yet spent.

21. Communications and Notices between Parties

- a. All communications between the parties to this Agreement, including any legal or formal notices, shall be addressed in writing to the persons and addresses specified below. The term "in writing" means communicated in written form, in English, with proof of receipt.

For The Grant Funder
Position: [Signature]
Name: Joseph Mpanzima
Email: Joseph@ruparelia.org
Tel: 0222299970

For Recipient:

Name: Nyanyi Mike
Email: Wizibeach@gmail.com
Tel: 0259622993

22. Assignment

The Recipient may not assign this Agreement, in whole or in part, at any time, without the prior written consent of the Grant Funder, which consent may be withheld by the Grant Funder in its sole discretion.

23. Entire Agreement

GRANT FUNDER
[Signature]

GRANT RECIPIENT
[Signature]

RUPARELIA FOUNDATION GRANT AGREEMENT



Processed for Payment
16 MAR 2020
[Signature]
HOD ACCOUNTS GM/AGM

This Agreement supersedes any prior oral or written understandings or communications between these two parties and constitutes the entire agreement of these two parties with respect to the subject matter hereof.

24. No Agency or Partnership

Nothing in this Agreement constitutes your appointment as an agent or legal representative of The Grant Funder for any purpose whatsoever. This Agreement does not create any agency, partnership, or joint venture between the parties.

25. Governing Law

- a. This agreement shall be governed by and construed in accordance with the law of Uganda and the parties irrevocably submit to the exclusive jurisdiction of the Uganda courts.
- b. The provisions of this clause shall survive expiry or termination of the agreement.

26. Effectiveness of the Agreement

This Agreement shall become effective upon the execution of this Agreement by both parties.

The undersigned, being duly authorized to do so, have executed this Agreement on the 03 day of Feb, 2020.

Signed for an on behalf of

THE RUPARELIA FOUNDATION.

Mr. Rajiv Ruparelia

In the Presence of (Witness):

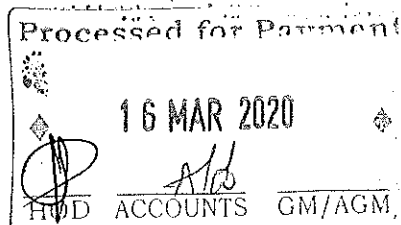
Name: _____

GRANT FUNDER

GRANT RECIPIENT

- 1. _____
- 2. _____

RUPARELIA FOUNDATION GRANT AGREEMENT

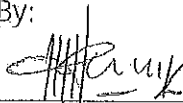


Occupation: _____

Signature: _____

Signed for and on behalf of: **Faith Nyanzi (Grant Recipient)**

By:



Mr. Mike Nyanzi



Mrs. Asifa Nalubega

In the Presence of (Witness):

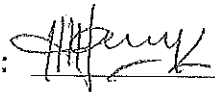
Name: _____

Occupation: _____


Signature: _____

DECLARATION

I, Mr. Mike Nyanzi certify that this agreement was read over to me, being illiterate of the English language. The nature and contents of the clauses referred to in the agreement have been explained to me in Luganda. I have perfectly understood the same and make this Mark in support of what I have stated above.

SIGNATURE: 

GRANT FUNDER




GRANT RECIPIENT

1. 

2. 

RUPARELIA FOUNDATION GRANT AGREEMENT



Processed for Payment
16 MAR 2020

HOD ACCOUNTS GM/AGM

IN WITNESS OF:

NAME: _____

SIGNATURE: _____

I, Mrs. Asifa Nalubega certify that this agreement was read over to me, being illiterate of the English language. The nature and contents of the clauses referred to in the agreement have been explained to me in Luganda. I have perfectly understood the same and make this Mark in support of what I have stated above.


SIGNATURE:  _____

IN WITNESS OF:



NAME: _____

SIGNATURE: _____

GRANT FUNDER


_____ 

GRANT RECIPIENT

1.  _____
2.  _____

RUPARELIA FOUNDATION GRANT AGREEMENT



Processed for Payment
16 MAR 2020

HOD ACCOUNTS GM/AGM.