

The African Academy of Sciences

Guidelines for funding for-profits – Global Access Guidelines

1. PURPOSE.

The goal of putting up these guidelines is to establish an understanding of the African Academy of Sciences' objectives and conditions for providing grant funding to for-profit organizations, and to highlight some of the ways that grants are different from commercial contracts and other traditional funding arrangements that The Academy is engaged in. These guidelines outline the considerations that should be put in place in the process of identification, funding and reporting on such entities and funds disbursed.

2. DEFINITIONS

The enterprise: A registered for-profit organization as described in section 5 which qualifies for grant funding by the Academy.

Funded Developments: Means the products, services, processes, technologies, materials, software, data, other innovations, and intellectual property resulting from a project (including modifications, improvements, and further developments to Background Technology).

Background Technology: means any and all products, services, processes, technologies, materials, software, data, or other innovations, and intellectual property created by the enterprise or a third party prior to or outside of the project but used as part of the project.

Foreground Intellectual Property means Intellectual Property resulting directly from or otherwise created during the performance of the grant Agreement.

Charitable purposes: Generating public impact and or public goods.

3. ENFORCEMENT OF GUIDELINES

These guidelines will be enforced and updated by the Programme Manager.

4. THE ENTITY:

For-profit organizations are eligible to apply for funding and support mechanisms as may be expressly stated in calls for applications under the academy's programmes unless the organizations are specifically excluded by statute within their operation jurisdiction.

The organizations may include pre-start-ups, start-ups, micro enterprises, social enterprises and established companies. The organization should be duly registered in Africa as a legal entity.

Sole proprietors and partnerships are not eligible for funding.

5. GUIDING PRINCIPALS.

5.1 The AAS Policy on intellectual property

All aspects relating to intellectual property in the funding are subordinate to the provisions of the AAS [policy on intellectual property](#).

5.2 Global access

The AAS subscribes to the concept of "Global Access" to help achieve both its programmatic objectives and charity requirements of itself and its partners.

"Global Access" means that:

(a) Knowledge and information gained from a funded project will be promptly and broadly disseminated as guided by the AAS [Open Access and Publishing Policy](#).

(b) Funded Developments will be made available and accessible at an affordable price to people most in need within developing countries.

In line with AAS intellectual property policy and Global Access, The Academy will require or impose any or all of the following to grantees and partners:

- i. A “Global Access Strategy” or “Global Access Commitments Agreement”, explaining the beneficiaries plans and commitments to achieve Global Access;
- ii. Due diligence concerning rights in Funded Developments and Background Technology, which may take the form of an IP Report;
- iii. Periodic updates on efforts to achieve Global Access.
- iv. Collaboration with other partners of The Academy.
- v. Identification of the applicable regulatory pathways plans and timelines of a Funded Development.
- vi. Management of the intellectual property rights associated with Funded Developments in a manner consistent with Global Access; and the AAS policy on intellectual property
- vii. Product pricing, volume and access commitments.
- viii. Maintain grant funds separately from its other assets, either in a physically separate bank account or through a transparent financial management system that allows separate bookkeeping accounts.
- ix. A requirement to track the time of all employees paid by any grant funds by keeping records of actual time worked on a project.
- x. Restrictions on the ability to award sub-grants to other organizations with The academy funds.
- xi. The requirement that The Academy be able to withdraw its support of a project and/or potentially recover funds in the event that funds are not used exclusively for the activities specified in the project proposal.
- xii. The enterprise shall during the currency of the funding agreement, inform the The Academy in writing of any and all prospective funding for the Project from third parties, which is used in the furtherance of the Project and/or commercialization of Foreground Intellectual Property. It is further specifically recited that unless The Academy has given its prior written consent to the Company (such consent not to be unreasonably withheld or delayed) the Company shall not accept any funding from a third party for the purposes of furthering the Project.

6.MANAGEMENT OF FUNDS

6.1 Allowable and unallowable costs

The allowable and unallowable costs for profit-s are as guided by the AAS [Cost Guidelines](#).

Notes:

- i. Indirect costs as defined in the Cost Guidelines Policy above are not payable under the grant.
- ii. Costs are actual cash outlays that must be documented through invoices and receipts and are subject to verification by an independent audit. Normally only costs incurred after project grant approval by The Academy are eligible.
- iii. The Academy will have the sole discretion to determine the eligibility of specific cost components for funding.

6.2 Payment schedule

Payments are subject to compliance with the funding Agreement, including achievement, and the approval, of any applicable targets, milestones, and reporting deliverables required. The Academy may, in its reasonable discretion, modify payment dates or amounts and will notify the enterprise of any such changes in writing.

7. PROJECT DESCRIPTION AND GLOBAL ACESS PURPOSE

The Academy is awarding the enterprise this grant to carry out the project described in the approved application documents and monitoring and evaluation tracker in order to further the global access Purpose. The Academy, in its discretion, may approve in writing any request by the enterprise to make non-material changes to the Proposal.

8.PUBLICATION

Consistent with the enterprise Global Access commitments, if the Project description specifies Publication or Publication is otherwise requested by The Academy, the enterprise will seek prompt Publication of any Funded Developments consisting of data and results. “Publication” means publication in a peer-reviewed journal or other method of public dissemination specified in the Project description or otherwise approved by The Academy in writing. Publication may be delayed for a reasonable period for the sole purpose of seeking patent protection, provided the patent application is drafted, filed, and managed in a manner that best furthers Global Access. If the enterprise seeks Publication in a peer-reviewed journal, such Publication shall be under “open access” terms and conditions consistent with The Academy’s Open Access Policy, which may be modified from time to time. Nothing in this section shall be construed as requiring Publication in contravention of any applicable ethical, legal, or regulatory requirements. The enterprise will mark any Funded Development subject to this clause with the appropriate notice or attribution, including author, date and copyright.

9.RESPONSIBILITY FOR OTHERS

The enterprise will bear responsibility for all acts and omissions of any of the enterprise trustees, directors, officers, employees, subcontractors, contingent workers, agents, and affiliates assisting with the Project and ensuring their compliance with the terms of the funding agreement.

10. PROHIBITED ACTIVITIES

10.1 Anti-terrorism

The enterprise shall not or appear to support activities related to terrorism and shall submit itself to checks as may be required by relevant authorities in their operation jurisdiction.

10.2 Anti-corruption and anti-bribery

The enterprise will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to

The Academy or the Project, including assisting any party to secure an improper advantage.

10.3 Political activity and advocacy

The enterprise may not use Project Funds to influence the outcome of any election for public office or to carry on any voter registration drive. Project Funds may not be used to support lobbying activity or to otherwise support attempts to influence local, state, federal, or foreign legislation. Strategies and activities, and any materials produced with Project Funds, must comply with applicable local, state, federal, or foreign lobbying law.

10.4 Other lobbying, gift, and ethics rules

The enterprise agrees to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project.

10.5 Human trafficking.

The enterprise shall and shall ensure;

(a) compliance with all applicable laws, statutes, regulations in force from time to time related to but not limited to the Modern Slavery

(b) take reasonable steps to ensure that there is no modern slavery or human trafficking in the Suppliers or supply chains or in any part of their business.

11. INDEMNIFICATION

If the Project involves clinical trials, trials involving human subjects, post-approval studies, field trials involving genetically modified organisms, experimental medicine, or the provision of medical/health services ("*Indemnified Activities*"), The enterprise will indemnify, defend, and hold harmless the The Academy and its trustees, employees, and agents ("*Indemnified Parties*") from and against any and all demands, claims, actions, suits, losses, damages (including property damage, bodily injury, and wrongful death), arbitration and legal proceedings, judgments, settlements, or costs or expenses (including reasonable attorneys' fees and expenses) (collectively, "*Claims*") arising out of or relating to the acts or omissions, actual or alleged, of The enterprise or The enterprise employees, subgrantees, subcontractors, contingent workers, agents, and affiliates with respect to the Indemnified Activities. Any activities by The Academy in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive The Academy's rights under this paragraph. An Indemnified Party may, at its own expense, employ separate counsel to monitor and participate in the defense of any Claim.

12. INSURANCE

The enterprise will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. The enterprise will ensure that subgrantees and subcontractors maintain insurance coverage consistent with this section.

13. OTHER RIGHTS OF THE ACADEMY

19.1 Where a significant amount is invested as determined by the academy, the academy may require to have a non-voting observer sitting on the board of the enterprise. The observer could be independent to AAS but knowledgeable in the field in question.

19.2 With prior agreement, the academy, through a designated special purpose vehicle, can take equity or give loans to organizations. The equity taken or convertible note given (debt turned into equity) would be to protect the global access / public good investment of The Academy. The Academy has the option to plough back what is earned from equity into the organization.