

THIS SERVICE CONTRACT AGREEMENT; 2019/11, is put into effect as of the date referred to below (the 'Effective Date')

BETWEEN

Horizons for Green Development, the contracting authority, (hereinafter referred to as 'Horizons'), headquartered in Amman, Jordan and represented by:

Mr. Rami El-Akhras, Executive Director

On behalf of the MINARET project.

AND

PARTNER: GreenTech, headquartered in Amman, Jordan and represented by:

Mr. Basem Saleh, Managing Partner

WHEREAS Horizons is a Jordanian not for profit organization specialized in green development, water, agriculture and renewable energy.

WHEREAS: GreenTech is a private regional renewable energy and energy efficiency contractor operating in Jordan, UAE, Egypt and Saudi Arabia.

WHEREAS Horizons and GreenTech have decided to enter into a **Service Contract** for the purpose of conducting the **Access to Finance activity within three selected municipalities in Jordan, Lebanon and Tunisia as described in the attached ToR.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

The words in this Agreement that are capitalized have the following meanings:

- 'Agreement' means this Agreement including all Annexes referred to herein;
- 'Effective Date' means when the Agreement is effective, after being signed by both parties;
- 'Remuneration' means payments transferred by Horizons pursuant to Section 4 of this Agreement;
- 'Party' means Horizons or GreenTech as the case may be, and 'Parties' means both of them;

- 'Assignment' refers to the activities to be implemented by GreenTech as part of this Agreement; and
- 'Funding Agency' means the entity funding Horizons for implementing the project to be undertaken under this Agreement, to which GreenTech contributes, as described in Annex B.

1.2 Entire Agreement

The Annexes referred to in and appended to this Agreement form a part of this Agreement. The following are the Annexes to this Agreement:

Annex A – ToR & Checklist (Assignment and activities to be implemented by GreenTech)

Annex B – **GreenTech's** Narrative Proposal

Annex C – **GreenTech's** Assignment Budget (budget corresponding to activities to be implemented by GreenTech)

Annex D – Offer

Annex E – Progress report template

Annex F – Financial report template

Annex G – Travel request template

Annex H – Travel report template

Annex I – Horizons Logo

Annex J – Sida logo

Annex K – MINARET logo

Annex L -- Timesheet

SECTION 2 – ASSIGNMENT

2.1 Overview of the Assignment

Horizons overall objective in providing the remuneration to GreenTech is the implementation of 2019/11, **Access to Finance activity within three selected municipalities in Jordan, Lebanon and Tunisia**, which aims at providing access to finance to these municipalities through several activities including the assessment of the legal and regulatory environment pertaining to allowing each municipality to engage in financing and investment activities, setting up investment funds if possible, build public private partnerships and community private partnerships to support profitable investments for the municipalities, build capabilities at each municipality to enable profitable engagements with the private sector, and hold networking events to maximize the potential benefit for each municipality as well as cooperating with other municipalities clusters/unions in adopting a well-designed financing mechanism and/or establishing a proper financing tool. Annex A provides a detailed description of activities and Annex B a detailed project work plan to be implemented by GreenTech during the project timeframe which runs from the effective date Sept 01, 2019 to a maximum deadline of Sept 01, 2020.

2.2 Obligations by GreenTech

Take all necessary steps to ensure the smooth, timely and proper implementation and supervision of the project activities as outlined in the project description (Annex A and B) and work plan with the following key activities:

- Ensure adherence to agreed implementation policies and compliance with the Funding Agency's general terms and conditions and with Horizons procedures, as defined in sections 5, 6, 7 and 8 as well.
- Ensure proper coordination and information sharing with Horizons;

- Inform Horizons about any significant delays in project implementation, variations of assignment activities and/or assignment expenditures within 2 weeks.

2.3 Obligations by Horizons

- Manage the grant agreement with the Funding Agency;
- Handle all communication with the Funding Agency and keep GreenTech informed;
- Receive all funds from the Funding Agency;
- Prepare all reports for the Funding Agency based on individual reports from GreenTech and provide copies to GreenTech;
- Coordinate project implementation according to the procedures of the Funding Agency;
- Inform GreenTech about any significant variations of assignment activities, assignment expenditure or reporting deadlines;
- Responsible for the financial reporting of the whole assignment towards the Funding Agency.
- Coordinate the monitoring and evaluation of the assignment and lead in the development of harmonized tools.

SECTION 3 - TERMS AND CONDITIONS OF AGREEMENT

3.1 Term

This Agreement remains valid, starting on the Effective Date and will continue until the final report is approved, the investment is secured and the final installment sent to GreenTech. The Parties may, by written agreement, extend the term of this Agreement. **The final reference for this agreement and expected activities if conflict occurs is the contract followed by the TOR and NOT the offer/proposal submitted by GreenTech if any discrepancy happens to exist.**

3.2 Conditions

Payments are conditioning to deliverables. The first payment will be issued as an advance payment within 2 weeks of signing the agreement. The second payment is conditional to the submission of the required reports as indicated by the ToR. The final payment will be issue only after the final activity of securing an investment for at least one municipality is completed and the final report is submitted, this can be done at any time prior to the final date of the assignment within the 8-month period provided. The secured investment cannot be in the form of loans and guarantees, a loan and guarantee will not be considered a valid investment and therefore does not satisfy the requirement to complete the activity.

SECTION 4 - PURPOSE AND USE

4.1 Purpose

GreenTech shall make use of available remuneration in accordance with the Assignment Budget (Annex C) and Assignment ToR and description (Annex A and B).

4.2 Use

The total available remuneration, in the amount of Twenty-nine thousand and nine hundred fifty-eight Jordanian dinars (**JOD 29,958.45**) **all-inclusive**, shall be used according to the budget indications

specified in Annex C, and a total of five thousand Jordanian Dinars (JOD 5000) all-inclusive for all travel. Budget items may be modified following discussion and approval by both parties. Horizons reserves the right to review and modify any budget item as specified in Annex C, following a two-week notification to GreenTech, should the Funding Agency modify its contribution to the assignment, these modifications made by Horizons shall be discussed jointly between both parties.

In addition, available remuneration shall be used in accordance with the Funding Agency's general terms and conditions, ultimately it is the responsibility of GreenTech to comply with Horizons procedures which are in line with the Funding Agency procedures, and to reimburse Horizons for any remuneration advanced related to expenses considered ineligible either by Horizons or by the Funding Agency.

4.3 Remuneration management

The remuneration shall be managed for and on behalf of Horizons by Horizons designated Executive Director in Jordan, see article 9.4.

SECTION 5 - REPORTING & MONITORING

GreenTech shall provide Horizons with the following reports:

5.1 Financial reports

Consolidated financial reports in the form of an Excel file shall be submitted to Horizons on the fixed date in article 6.5 or the subsequent working day if it falls on a weekend.

In addition, when required as per the disbursement schedule in article 6.5, the financial report shall be accompanied by a request for remuneration.

Reports are to be annexed with all original timesheets, travel vouchers/receipts and supporting documentation (ticket quotations and offers, monthly bank statements showing funds receipt and disbursement of expenses) which shall be stamped "PAID" as well as "Horizons-supported project". In addition, the Horizons project code (mentioned in article 2.1) shall be written on all documents. Timesheets and vouchers/receipts shall only be signed by the authorized key persons, as listed in Annex B. Any change in authorized signatures shall be communicated to Horizons immediately.

Ultimately it is the responsibility of GreenTech to comply with Horizons procedures which are in line with the Funding Agency procedures, and to reimburse Horizons for any funds advanced related to expenses considered ineligible either by Horizons or by the Funding Agency.

It is agreed and understood that the project expenditures of GreenTech, at all times, be consistent with the budget and that all reports and projections shall be accompanied by original of all relevant supporting documents.

All comments and questions from Horizons on the above-mentioned reports shall be responded to within five (5) working days.

5.2 Narrative reports

Narrative progress reports, as per template in Annex E, indicating activities conducted shall be submitted to Horizons as follows:

On a monthly basis until the conclusion of activities starting from October 1st, 2019, or the subsequent working day if it falls on a weekend, covering work completed during the past month in question.

GreenTech shall also provide Horizons with all original lists of beneficiaries signed and stamped by both GreenTech and the targeted party, as well as other proofs of completion of project activities for the given period. These documents shall demonstrate the outreach to target beneficiaries as defined in the assignment description (Annex A). Originals are to be kept by GreenTech for reference. And copies for Horizons.

5.3 Final narrative and financial report

A final report including narrative (as per Annex E) and financial components shall be submitted to Horizons no later than 01 September 2020 or upon completion of the final activity covering the period from 01 Sep. 2019 to 01 Sept 2020 or the date of completion of the final activity.

All assets, goods and materials purchased with the remuneration shall be reported as part of the final report. Prior discussion to decide on their use shall be agreed upon in writing, in line with the Funding Agency guidelines.

All comments and questions from Horizons on the above-mentioned reports shall be responded to within five (5) working days.

The final assignment documents as per Annex B must be submitted in 2 languages, English and Arabic, as they will be provided to the municipalities. Monthly narrative and final reports can be provided in English only.

5.4 Ad-Hoc reports or information

In addition to the above, Horizons shall have the right to request other reports and information that it may require in respect to the Assignment.

All comments and questions from Horizons on the above mentioned reports shall be responded to within five (5) working days.

5.5 Monitoring & Evaluation

In the course of the execution of the present Assignment, GreenTech shall grant full access to project documents, project beneficiaries and project sites to Horizons' Appraisal, Monitoring & Evaluation teams.

SECTION 6 – FINANCIAL REQUIREMENTS

6.1 Financial Allocation

GreenTech total budget for the implementation of the Assignment is Twenty-nine thousand and nine hundred fifty-eight Jordanian dinars (**JOD 29,958**) all-inclusive as per the detailed budget breakdown in Annex C. Horizons undertakes to finance a maximum of (**JOD 29,958**) **all-inclusive**, equivalent to 100%

of the estimated total eligible costs inclusive as in Annex C. Available total remuneration for all travel is 5000 JOD all-inclusive conditional to the completion of all travel requirements detailed in Section 8 – 8.1.

6.2 Costs eligibility

'Eligible costs' under this Agreement are costs actually incurred by GreenTech which meet the following criteria:

- a. they are incurred in connection with the Assignment as described in Assignment Description in Annex A and B and are necessary for its implementation;
- b. they are incurred during the eligibility period of the Assignment, namely from 01 Sep 2019 to 01 Sep 2020 or the day of completion of the assignment if it falls on an earlier date; in the case of services and works, they relate to activities performed during the eligibility period of the Assignment; and, in the case of supplies, they relate to supplies used during the eligibility period of the Assignment.
- c. they are identifiable and verifiable, in particular being recorded in the accounting records of GreenTech, are determined according to the applicable accounting standards of the country where GreenTech is established and with the usual cost accounting practices of GreenTech, and backed by supporting evidence;
- d. they are reasonable, justified, and comply with the principle of sound financial management, in particular regarding economy and efficiency;
- e. they are based on an objective, fair and reliable allocation method and backed up by appropriate supporting documents (e.g. timesheets, allocation tables). GreenTech agrees to provide Horizons with the allocation method for shared costs;
- f. they are covered by the budget of the Assignment as set out in Annex C;
- g. they comply with the requirements of applicable tax and social legislation;
- h. they comply with the general and specific guidelines of the Funding Agency.

6.3 Budget Flexibility

GreenTech agrees to implement and deliver the Assignment within the defined costs and budget as set out in Annex C. However, a flexibility of 10% per chapter, will be accepted by Horizons in the financial report and Horizons reserves the right to inquire about this variation. Any foreseen over or under spending beyond this flexibility rule should be notified in advance to Horizons in writing. A common solution will be sought which could lead to a budget amendment or a budget and activities amendment. No increase in the total fund amount will be accepted.

6.4 Under spending

Any under spending at the end of the project shall be reimbursed to Horizons.

6.5 Payment modalities

All Funds shall be directed by Horizons to the account mentioned below for utilization as specified in Annexes B and C:

Name of Bank: Arab Bank

Address of Branch: Amman - Khalda

Bank account name: GreenTech Sustainable Environment

Full account number: 0145/184229-3/500

SWIFT code of the bank: ARABJOAX100

IBAN: JOD IBAN # JO64 ARAB 1450 0000 0014 5184 2295 00

Remuneration transfers shall be done on the basis of a request for amounts prepared by GreenTech in the following manner

- i. an advance payment of 25% (JOD 7,489.61) within 2 weeks after countersigning this agreement;
- ii. a second installment of 25% (JOD 7,489.61) –transferred after approval of submitted assignment reports (1 and 2) due 2 months after signing the agreement and narrative/financial reports and remuneration request indicated in 5.2.
- iii. a third instalment of 25% (JOD 7,489.61) transferred after approval of submitted assignment reports (3 and 4) due 4 months after signing the agreement and narrative/financial reports and remuneration request indicated in 5.2.
- iv. a final installment of 25% (JOD 7,489.61) once the final report is approved by Horizons.

Available remuneration for all travel is 5000 JOD all-inclusive provided after satisfactory completion of all travel requirements detailed in Section 8 – 8.1.

Horizons reserves the right to withhold payment of disputed portions of the projected amounts until satisfactory settlement of such disagreement. Disputed portions include unsatisfactory progress reports and assignment reports, payments of which will be held until issues are resolved.

It is agreed and understood that the Assignment expenditures of GreenTech, at all times, be consistent with the budget and that all reports and projections shall be accompanied on request by original of all relevant supporting documents.

6.6 Exchange Rate (when applicable)

GreenTech agrees to use Horizon's approved exchange rate as notified by Horizons on a monthly basis to calculate the change between USD/JOD and any other currency. However, financial reports to the Funding Agency will be prepared, using the average exchange rate of the reporting period. In the event of an exceptional exchange-rate fluctuation, the Parties shall consult each other with a view to review the project in order to lessen the impact of such fluctuation.

6.7 Audit

Where all original invoices and supporting documentation need to remain with GreenTech due to national legislation, GreenTech shall retain these original for a period of ten years after the end date of the project for expenditures incurred under this Agreement.

As the lead agency, GreenTech will be in charge of coordinating and facilitating any external audit process and will ultimately be in charge of the final communication to auditors. However, GreenTech shall be actively involved in any audit carried out either by Horizons or the Funding Agency, and to that end shall appoint one of its staff in charge of such audit and shall make necessary resources available during and after project implementation for 10 years, so as to provide in time the necessary documents and answers to issues raised by auditors on GreenTech's expenditures. In some cases, the Funding agency may carry out the audit of GreenTech's expenditures in GreenTech's office and interact directly with the auditors with the support and facilitation of Horizons.

Horizons reserves the right to refuse some expenses after an audit conducted by either Horizons or the Funding agency. Any external audit conducted after the release of the final installment to GreenTech, will lead to the reimbursement by GreenTech of any funds advanced related to expenses considered ineligible.

6.8 Conflict of Interest

Funds paid to GreenTech described above in this Agreement shall constitute the sole remuneration in connection with the Assignment, and GreenTech shall not accept for its own benefit or the benefit of others any trade commission, discount, kick back, remuneration or similar payment in connection with GreenTech activities or fulfilment of its other obligations under this Agreement. In addition, GreenTech agrees to disclose to Horizons in a timely fashion any relationship, transaction or circumstances which could diminish or compromise GreenTech's ability to render an objective, impartial and professional judgment concerning this Agreement.

SECTION 7- LOGISTICS PROCEDURES

7.1 Assets, goods and materials

GreenTech agrees that all the assets/goods/materials/ etc., if any, procured under this Agreement to support GreenTech in the implementation of the Assignment, shall be utilized exclusively for the specific purposes described in Annexes B and C, and in line with the Funding Agency's general terms and conditions. GreenTech shall neither transfer, trade or sell off or otherwise part with, any of the asset/good/materials, etc. provided under this Agreement, nor shall utilize them for the implementation of any other project or program without written consent from Horizons. All items financed above one thousand Jordanian dinars(JOD 1.000) must be inventoried. On completion of the Assignment, ownership of the items procured or produced for the Assignment shall be transferred to the relevant stakeholder as appropriate. A related certificate of assignment shall be submitted to Horizons.

7.2 Procurement procedures

GreenTech shall apply its own internal logistics procedures for any procurement. Exceptions to these procedures can only be granted by Horizons further to a written request.

Every national or international call for tender procedure shall be validated by Horizons (i) prior to its publication and (ii) prior to the contract(s) award. In addition, any waiver to either a national or international call for tender shall be validated by Horizons.

SECTION 8 – ADMINISTRATIVE PROCEDURES

8.1 Human Resources

Recruitment of GreenTech staff shall be undertaken by GreenTech in full transparency and in compliance with equal opportunity recruitment practices.

GreenTech is responsible for the operational and administrative management of the staff dedicated to this project in accordance with its own HR policies and procedures, which at a minimum shall include the following documents to support the payment of personnel salaries:

- Work contract for the period that is being charged;
- Terms of references;
- Time sheets and memo to explain the allocation system in order to justify the link between the allocation of the staff and the project;
- Justification of absence (leave, mission, etc.);
- Proof of payment;
- Salary slip;
- Salary grid.

If, in addition to salaries, if allowances for items such as food, travel, accommodation or communication are paid, GreenTech shall provide:

- Explanatory memo on the allowances entitlements and rates;
- Proof of payment;
- Payment voucher.

Travel Requirements:

All travel must follow the procedure and forms of the contracting authority:

1. Pre-travel approval
2. Full completion of pre-travel requisites:
 - a) Mission time frame
 - b) Detailed Agenda (including confirmed meeting schedule with stakeholders in each country)
 - c) Proper time distribution between the missions - no tight deadlines.
 - d) Missions approval will ONLY be granted upon the delivery of the previous mission report and completion of work at the previous trip
 - e) Ticket class must be in economy and based on the best offer.
 - f) 175 JOD will be paid as per diem (including accommodation, transportation and food)



Horizons reserves the right to second Horizons staff to GreenTech for the purpose of technical support, monitoring and evaluation, etc. In this case, the salaries of the seconded staff shall be covered by Horizons directly.

8.2 Security

GreenTech is responsible for providing a safe and secure environment for its staff. GreenTech shall take appropriate measures to do so, ensuring that security, health and safety are a high priority and managed effectively.

SECTION 9 –INTERNAL COMMUNICATION AND COLLABORATION

9.1 Collaboration

GreenTech's team shall work in close coordination and cooperation with Horizons.

9.2 Meetings

Throughout the period of collaboration, GreenTech and Horizons management shall meet on a monthly basis for a review. Ad hoc meetings will be organized as needed at a field level. The minutes of all meetings between GreenTech and Horizons Management shall be recorded and maintained and the same shall be distributed to all relevant parties. GreenTech shall provide Horizons Management early warnings should any significant delay or other problem arise in the course of implementation.

9.3 Collaboration's principles

GreenTech shall not use or disclose, or allow anyone else to use or disclose any information related to this project, products or business affairs of the other party, or any information created, discovered, or developed by or for the other party, or acquired by the other party, except as may be necessary in the pursuit and performance of work related to the project and pursuant to prior written authorization from appropriate officials of the other party. By way of illustration, but not limitation, this information includes processes, formulas, data, know-how, business plans, financial information, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts, donor or professional lists, fundraising tools, cost and pricing data, proposal strategy, beneficiary data, personnel proposed and any other information the party has reason to believe the other party would like to treat as confidential for any purpose.

9.4 Main focal points

Several focal points are defined below, based on the subject of concern:

(a) For the management of this GA:

- GreenTech's focal point appointed Managing Director is:

Basim Al-Saleh, Managing Partner, +962 79 944 0200, basim@greentech.ae

- Horizons' focal point appointed Executive Director is:

Rami El-Akhras, Executive Director, +962 78 654 3051, r.elakhras@horizondge.org

For issues related to access to finance (implementation and reporting)

- International Union for Conservation of Nature (IUCN) focal point appointed Program Manager is:

Ali Hayajneh, Water and Climate Change Program Manager, +962770 455 858, Ali.Hayajneh@iucn.org

For issues related to stakeholder engagement

GreenTech and Horizons will inform each other of any change in their focal points in a timely manner.

SECTION 10 – REPRESENTATIONS AND WARRANTIES

10.1 Representations

GreenTech represents and warrants that:

- it has the status, capacity and authority to enter into this Agreement and that it is unaware of any facts which would prevent it from performing its obligations under this Agreement;
- it is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Assignment in accordance with this Agreement;
- all services performed by it under this Agreement shall be carried out in a competent manner that meets or exceeds the standards for such work as are generally accepted in the sector;
- it shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under this Agreement;
- it has not misrepresented or concealed any material facts in the procuring of this Agreement;
- it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- the payment as specified in article 6.1 & 4.2 of this Agreement shall constitute the sole remuneration in connection with this Agreement. GreenTech shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. GreenTech shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- it agrees to assume full responsibility for performance and conduct of the project implementation and for its own employees (including any seconded staff and staff of their own partner organizations) while carrying out the project activities;
- it keeps accurate, systematic accounts and records of all payments, income and expenditures;
- it undertakes to use reasonable efforts to ensure that none of GreenTech's funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

GreenTech as an implementing partner of Horizons hereby certifies and covenants that its board members, staff, volunteers, consultants, financial service providers, contractors, sub-contractors and downstream partners/grantees are not associated with terrorism and do not appear on anti-terrorism

- lists. Horizons reserves the right to carry out anti-terrorism checks on GreenTech its board members, staff, volunteers, consultants, financial service providers, contractors, sub-contractors and downstream partners/grantees;
- it shall secure all applicable internal and external approvals and complete all procedural and compliance requirements that would enable it to receive and use the said remuneration to complete the agreed upon service;
 - in case of a change of any principal officer of GreenTech governing body (chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees), principal officer and deputy principal officer (executive director, deputy executive director, president, vice president), finance director/manager, project manager or chief of party of the Horizons-financed project, and/or any other person with significant responsibilities for administration of the Horizons-financed activities or resources, GreenTech shall inform Horizons immediately of these changes.
 - it agrees to inform Horizons immediately of any allegations of corruption, theft, fraud, or conflict of interest.
 - it shall not discriminate against any beneficiaries in implementation of this grant, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this grant on the basis of any factor not expressly stated in the grant. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of Horizons to target activities toward the assistance needs of certain populations as defined in the grant.

SECTION 11 – LIMITATION OF LIABILITY

11.1 Limitation

GreenTech agrees that Horizons shall have no liability with respect to any accident to any person causing personal injury or death or any loss or damage to any person or property arising out of GreenTech services under this Agreement. Horizons shall not, in any manner whatsoever, be responsible for the quality of the products or assets created from the payment or for any third party or public liability.

GreenTech shall indemnify Horizons against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by Horizons or which it may sustain, pay or incur as a result of or in connection with the performance, purported performance or non-performance of this Agreement by GreenTech but excluding any such actions, proceedings, claims, demands, loss, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of Horizons, its servants, agents, or employees.

SECTION 12 – SUSPENSION OF THE AGREEMENT

12.1 Reasons for Suspension

Horizons may with immediate effect and without notice suspend this agreement if it has evidence that, or if, for objective and well justified reasons, Horizons deems necessary to verify whether presumably:

- a) the payment procedure or the implementation of the project have been subject to breach of obligations, irregularities or fraud;
- b) GreenTech has breached any substantial obligation under this grant agreement.

12.2 Consequences of Suspension

GreenTech shall provide any requested information, clarification or document within 15 days of receipt of the request sent by Horizons. If, notwithstanding the information, clarification or document provided by GreenTech the payment or the implementation of the remuneration prove to have been subject to breach of obligations, irregularities, or fraud, then Horizons may terminate this contract according to Section 13.

The costs incurred by GreenTech from obligations after the effective date on which suspension began are not allowable unless Horizons expressly authorizes GreenTech in the notice of suspension. In the event of suspension, GreenTech may be required to return on demand to Horizons any unspent cash balance. GreenTech also may be required to submit a financial report and narrative progress report as of the date of suspension.

Horizons reserves the right to take any other appropriate measures including, without limitation, refund or recall of any payment.

SECTION 13 – TERMINATION OF THE AGREEMENT

13.1 Termination at End of Term

In the event that the Parties do not extend the term as provided for in Section 3, this Agreement shall terminate and be of no further force or effect at the end of the term.

13.2 Termination due to External Factors

Any party may terminate this Agreement, should project relevant authorizations not be granted to GreenTech within a period of ten (10) days following the signature of this Agreement, unexpected non-availability or shortage in funding available to Horizons or other force majeure reasons, by giving ten (10) days written notice to the other party.

13.3 Termination for Default

Upon failure of GreenTech to perform any obligation under this Agreement or under any Subsidiary Agreement, Horizons may give written notice to GreenTech specifying each default. Unless each such default is cured within ten (10) days from the giving of such notice, Horizons, upon the expiration of said ten (10) days, or at any time thereafter, may cancel this Agreement or any Subsidiary Agreement by written notice.

13.4 Consequences of Termination

The present Agreement is considered terminated as of the date when the written notice was received by either party, with the following consequences:

- All rights granted by one party to the other under or pursuant to this Agreement shall cease;
- All obligations binding upon the parties shall cease, with the exception of the surviving provisions stipulated in this Agreement;
- All Subsidiary Agreements to this Agreement shall be automatically terminated and all rights and obligations shall cease as of the same date, provided however that all surviving provisions shall stay in effect as stipulated in each of these Agreements;
- Except to the extent expressly provided herein, none of the Parties shall be liable to the other, except for cause of negligence, willful misconduct or criminal actions, either for compensation or for damages of any kind or character whatsoever;
- Any material/equipment of returnable nature, if any delivered by Horizons to GreenTech shall either be returned to Horizons or shall be promptly delivered by GreenTech to such entity or person as is specified in writing by Horizons, in accordance with the Funding Agency guidelines;
- GreenTech shall return any unused funds received under this Agreement;
- Horizons reserves the right to take any other appropriate measures including, without limitation, refund or recall of any award amount;
- Within thirty (30) days from the termination of its participation in this Agreement, GreenTech shall provide a final narrative, financial and logistics report to Horizons, as described in article 5.3. The financial report shall include expenses committed until the termination notice. Horizons will reimburse such expenses if considered eligible as per the conditions set in this Agreement.

SECTION 14 – GENERAL CONDITIONS

14.1 Method of Notice

Any notice, request, consent or other communication required or permitted to be given under this Agreement (hereinafter called 'Notice') shall, unless otherwise specifically provided for in any Subsidiary Agreement, be given in writing in accordance with this section. A Notice may be:

- (a) personally delivered;
- (b) sent by registered mail;
- (c) sent by facsimile; or by email (from and to an email address set out in article 9.4), where the Party to whom the Notice is sent specifically acknowledges by return email.

14.2 Independence of Parties

There is no relationship of joint venture, partnership in law or agency between the Parties. Without limiting the generality of the foregoing, neither Party shall have any right or authority to assume, create, or incur

any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of, the other Party. For greater certainty, GreenTech undertakes the Assignment on its own behalf and not on behalf of Horizons, and the payment funds shall in no way be construed as creating the relationship of principal and agent, of partnership in law or of joint venture as between Horizons and GreenTech or any other person involved in the Project.

14.3 Compliance with National Laws & Regulations

In carrying out this Project, GreenTech agrees that it shall be responsible for complying with all applicable laws and regulations of Jordan.

14.4 Force Majeure

Delays in or failure of performance by a Party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the Party affected, including, but not limited to strikes or other concerted acts of workers, fires, natural disasters, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents.

14.5 Impossibility of Performance by Force Majeure

In the event that performance of this Agreement in the reasonable opinion of either Party is made impossible by force majeure, then either Party shall so notify the other in writing and Horizons shall either (a) terminate the Agreement, or (b) authorize GreenTech to complete performance of the Agreement with such adjustments as are required by the existence of the force majeure and are agreed upon by both Parties.

14.6 Acknowledgement of Horizons and Funding Agency support

GreenTech shall acknowledge the support of Horizons and the Funding Agency in oral and written communications, and Horizons and the Funding Agency's logos (Annexes I, J and K), with equivalent or greater size and prominence than GreenTech logos, shall be used in all publications and labeling pending Horizons endorsement.

14.7 Modifications

Modifications to this Agreement to be valid must be in writing, signed by both parties and annexed to this Agreement. Horizons reserves the right to request modifications to this Agreement after a 15-day notice to GreenTech. Upon such notice Horizons and GreenTech shall take all actions required to cause such modifications and document the same through a written amendment that shall form an integral part of this Agreement.

14.8 Applicable Law

This Agreement shall be interpreted in accordance with, and governed by, the laws of Jordan. The parties hereby attorney to the jurisdiction of the courts of Jordan for the purposes of enforcement of this Agreement.

14.9 Dispute Resolution

If there shall be a dispute between Horizons and GreenTech regarding any matter, prior to the initiation of any formal proceeding, the Parties shall first attempt to resolve any dispute or controversy informally for e.g. mediation. In the event there is a dispute not resolved in this manner either Party may refer the matter for arbitration in accordance to the relevant court of Jordan, which shall be the exclusive method of resolving any unsettled differences.

14.10 Final provisions

This document with all annexes listed in article 1.2 shall constitute the service contract between Horizons and GreenTech and each shall be read and construed as an integral part of the service contract. This service contract has fourteen (14) sections and supersedes all prior agreements between the Parties. This service contract shall be executed in two (2) originals, each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute one and the same instrument.

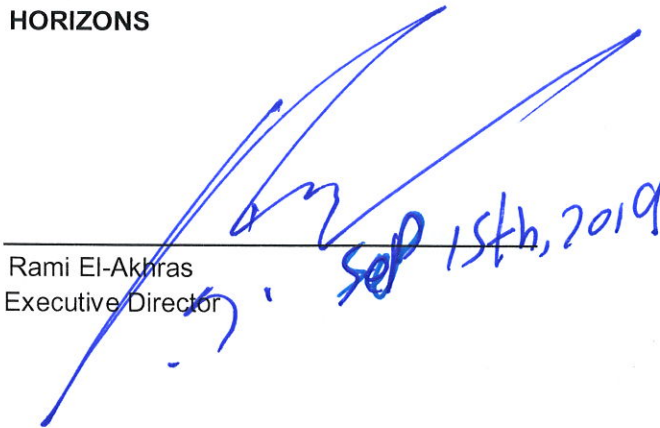
IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown below

GREENTECH

HORIZONS



Basim Al-Saleh
Managing Partner

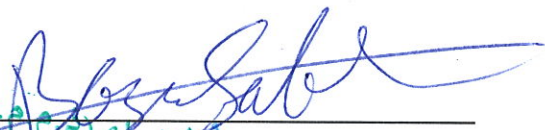


Rami El-Akhras
Executive Director

8/9/2019

[Date]

[Date]



[Signature]

شركة التقنية الخضراء (مؤسسة)
Green Tech
Sustainable Environment
Green Tech Co L.L.C.

[Signature]

