



to	[INSERT CHAMPION NAME] Attn to [INSERT SIGNATORY NAME], [INSERT SIGNATORY TITLE]
date	[INSERT]
code	[INSERT PROJECT CODE]
subject	Subagreement between Vumbuzi Impact Africa Foundation and [INSERT CHAMPION NAME]

Dear [INSERT CONTACT NAME],

We have the pleasure to inform you that Vumbuzi Impact Africa (VIA) Foundation has awarded [INSERT ORGANIZATION NAME] [FINAL APPROVED FUNDING] in support of a project titled “[CHAMPION NAME’s 2026 TerraFund Project],” starting on January 20, 2026 and ending March 31, 2032.

This grant is provided to enable [CHAMPION NAME] to implement a TerraFund project in [ENTER CLUSTER AND COUNTRY], with the purpose of advancing ecosystem restoration and in consortium with [INSERT ADDITIONAL CHAMPION NAMES]. Enclosed to this letter is the grant agreement to serve as the legal basis of our collaboration.

This Subagreement consists of the body of this Subagreement award letter and its Attachments 1 through 6. Should an inconsistency exist between the body of this Subagreement and/or its Attachments, it shall be resolved by giving precedence in the following order:

- (1) Attachment 1: Scope of Work & Outcomes Targets
- (2) Attachment 2: Budget
- (3) Attachment 3: Payment & Reporting Schedule
- (4) Attachment 4: Monitoring, Reporting, and Verification Requirements
- (5) Attachment 5: Indicator Definitions
- (6) Attachment 6: Consortium Roles & Responsibilities
- (7) All other Attachments.

Please indicate your acceptance of the award pursuant to the terms of this Subagreement by signing the document.

Yours sincerely,

Assumpta Uzamukunda
Interim CEO
VIA Foundation

SUB-AGREEMENT NO. [INSERT PROJECT CODE]

This Subagreement, dated January 20, 2026, is made between:

Vumbuzi Impact Africa Foundation, a common benefit foundation, herein referred to as “VIA Foundation”, registered in Rwanda, located at KG 8 AV6, M&M Plaza, P.O Box 6583, Kigali, Rwanda

and

[INSERT CHAMPION NAME], (“Subrecipient”), a [INSERT REGISTERED TYPE OF ORGANIZATION], having its registered office at [OFFICE ADDRESS];

Each as a “Party” and collectively as the “Parties”;

Background

- a. VIA Foundation is a common-benefit foundation based in Rwanda, established with the mandate and purpose to finance and support Africa’s “restoration champions,” community organizations and local enterprises that restore degraded land.
- b. [INSERT CHAMPION MISSION FROM TERRAMATCH].
- c. Subrecipient is implementing this project in consortium with [INSERT CHAMPION NAMES], (“Subgrantee Partners”), as outlined in the Budget and following the roles and responsibilities in Attachment 6.

Article 1. Purpose of the project

- 1.1 Subrecipient shall implement a TerraFund project in [INSERT CLUSTER AND COUNTRY] (the “Project”), with more details set forth in Attachment 1 (“Scope of Work & Outcome Targets”). Subrecipient shall monitor progress according to milestones in Attachment 3 (“Payment & Reporting Schedule”) following the guidelines in Attachment 4 (“Monitoring, Reporting, and Verification Requirements”) and the indicators in Attachment 5 (“Indicator Definitions”). The Project shall be entirely consistent with VIA Foundation’s mission to find, screen, manage, and monitor the work of African restoration champions, the local organizations that mobilize communities to revitalize degraded land.
- 1.2 This Subagreement is managed by VIA Foundation as part of TerraFund, a collaboration between World Resources Institute, Realize Impact, Africa Trees, VIA Foundation, and One Tree Planted (the “TerraFund Partners”). Any organizations that provide funding to TerraFund through the TerraFund Partners are the “TerraFund Donors.” VIA Foundation may expand the list of TerraFund Partners or TerraFund Donors at any time without notice.
- 1.3 Any modifications to the activities or timing of the Project set forth in Article 1.1 requires the prior written approval of VIA Foundation.
- 1.4 The funds (as defined in Article 3.1) will be used in accordance with the Project budget as set forth in Attachment 2 (the “Budget”). Deviations from budgeted expenditures shall be managed in accordance with the provisions of Article 3.4 below. Subrecipient shall be responsible for subgranting onward funds to Subgrantee Partners, as outlined in the Budget.

- 1.5 The funds will be used solely for the purposes and activities described in Attachment 1. All activities shall be consistent with VIA Foundation's charitable mission.
- 1.6 Subrecipient will not directly or indirectly use any portion of the Funds to participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office or to provide a selective benefit to any political party or candidate in any country.
- 1.7 All the Subrecipient's actions with respect to this Subagreement will be consistent with all applicable laws, statutes, rules, regulations, and orders to which Subrecipient or VIA Foundation is subject. The Subrecipient confirms that it, along with any agent or subcontractor, engages:
 - (1) has all necessary corporate power and authority to provide the services and perform its obligations hereunder, including without limitation, any and all registrations or other authorizations required in the jurisdictions in which the Project activities are implemented and
 - (2) will comply with all applicable laws and regulations.

Article 2. Project period

- 2.1 This Subagreement is effective on January 20, 2026 and will expire on March 31, 2032 unless earlier terminated in accordance with Article 9.
- 2.2 All Subagreement funds must be disbursed by the Subrecipient within the period indicated in Article 2.1 above.
- 2.3 Subrecipient shall provide VIA Foundation with the reports required by Article 5 and in Attachment 4.

Article 3. Grant Amount, payments, and exchange rates

- 3.1 *Amount awarded.* VIA Foundation hereby grants \$[USD] (the "Funds"), for expenses outlined in the Budget. The purposes of these funds are outlined in Attachment 1 of this Subagreement, subject to the terms of this Subagreement and to VIA Foundation's receipt of funding from its donor(s).
- 3.2 *Payment Instalments:* The awarded amount will be disbursed in fourteen (14) instalments, following the schedule in Attachment 3 and upon Subrecipient's completion and VIA Foundation's approval of all associated Deliverables.
- 3.3 *Project Payments.* VIA Foundation shall make payments in accordance with the Budget upon receipt of an undisputed payment request from the Subrecipient. VIA Foundation shall delay or withhold a payment if VIA Foundation decides, in its sole discretion, that Subrecipient has failed to deliver any deliverables associated with that payment or fails to comply with the other terms of this Subagreement. Requests for final payment must be submitted to VIA Foundation within 60 working days of expiration or termination of this Subagreement, whichever comes first. VIA Foundation shall have no obligation to pay requests for funds received after that date.
- 3.4 *Supplementary Payment.* VIA Foundation may, in its sole discretion, amend this Subagreement by July 31, 2030 to issue a "Supplementary Payment" equivalent to 10% of the Budget if:
 - a. funding from TerraFund Donors is available,
 - b. Subrecipient is in compliance with all Subagreement terms,
 - c. third-party verification data indicates that the survival rate of planted trees for this Project exceeds [INSERT SURVIVAL RATE FROM IMPACT TABLE], and
 - d. Subrecipient submits an acceptable Budget for the Supplementary Payment.

- 3.5 *Budget variations.* Funds are provided only to support the costs approved in the Budget. Subrecipient shall make its best effort to adhere to the line items in the Budget. Any proposed expense that would shift the total funds in a line item of the Budget's "Overview" tab by more than 10% of the total budget requires prior written authorization from VIA Foundation before the expense is made.
- 3.6 *Exchange rate fluctuations.* Payments will be made to the Subrecipient's bank account in US dollars. The subrecipient is responsible for monitoring and managing any exchange rate fluctuations across the life of the Project. The Subrecipient shall notify VIA Foundation where significant exchange losses are being accumulated and may impact the implementation of the Project. Foreign currency gains shall be used for the purposes of the Project and reported as part of the financial reporting process outlined in Article 5.
- 3.7 *Condition Precedents to Disbursement.* No Funds shall be disbursed unless and until VIA Foundation confirms in writing that the following conditions precedent are satisfied or waived: (a) completion of VIA Foundation's KYC due diligence in Attachment 2; (b) receipt of a bank account details letter on Subrecipient letterhead executed by an authorized signatory (c) absence of any continuing default under this Subagreement; and (d) VIA Foundation's receipt of donor funding or confirmation of funding availability.
- 3.8 *Taxes.* Each Party shall be responsible for any and all taxes, duties, levies, and charges imposed on it by any governmental authority in connection with this Subagreement. No gross-up by VIA Foundation shall apply unless expressly agreed in writing.

Article 4. Accounting, records, and audits

- 4.1 The Funds shall only be used to support actual expenditures incurred by the Subrecipient in connection with the Project. The Subrecipient will maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles to sufficiently substantiate charges to the Subagreement. The Subrecipient's financial management system shall provide for the following:
- a. Accurate, current, and complete disclosure for each VIA Foundation award in accordance with the reporting requirements of this Subagreement.
 - b. Transactions must be supported by original receipts and in the case of labour by timesheets.
 - c. Effective control over and accountability for all funds, property, and other assets. The Subrecipient shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
 - d. Comparison of actual expenditures with budget amounts for each award under each category.
 - e. Procedures for determining the reasonableness, allowability, and allocability of costs of this award.
- 4.2 The Subrecipient shall maintain records that identify the source and application of all funds for the Project financed through these Funds, and accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under this award.
- 4.3 Upon provision of reasonable notice to Subrecipient, VIA Foundation shall have the right to review and inspect activities conducted and data collected pursuant to this Subagreement, including but not limited to, reports, data, drawings, studies, specifications, estimates, computations, supporting documentation, and similar materials prepared by or for subrecipient, whether such items are in

written form, in the form of computer data, or in any other form. Such right of review and inspection shall include: (a) the right of VIA Foundation or its designees to participate in any program evaluations and mid-point review of this award scheduled during the period beginning with the effective date and ending six years after all Project activities are completed and (b) the right to participate in any audit or evaluation of this award scheduled during the period beginning with the effective date and ending six years after all Project activities are completed.

- 4.4 The Subrecipient shall make available to VIA Foundation, independent auditors, or their authorized designees, all accounting records for examination, evaluation, and audit. Subrecipient shall make available to VIA Foundation all such records reasonably requested in a timely manner. Subrecipient shall maintain such records for a period of six years following the end date of this Subagreement. Where the Subrecipient is subject to Rwandan tax law, records relevant to this Subagreement shall be retained in accordance with the statutory period required under Rwandan law.
- 4.5 Subrecipient shall send to VIA Foundation all relevant organizational or Subagreement-specific audits that it itself produces over the duration of this Subagreement.
- 4.6 VIA Foundation shall, in its sole discretion, require a Subagreement-specific audit to be conducted. The scope of the audit will include a review of internal controls to identify any material weaknesses or reportable conditions. Upon notification by a member of VIA Foundation's grants and contracts department that an audit is required, the Subrecipient shall initiate the audit process and ensure that it is concluded within 90 working days. VIA Foundation may provide additional funds for Subrecipient to conduct that audit. Should the Subrecipient receive an unfavourable audit report, VIA Foundation will confirm that the Subrecipient has taken appropriate and timely corrective action. If a material weakness or other reportable condition exists, VIA Foundation may take one or more of the following actions as deems appropriate:
- (a) more detailed or more frequent monitoring of the Subrecipient.
 - (b) temporary withholding of cash payments pending correction of the deficiency;
 - (c) whole or partial suspension of the Subagreement;
 - (d) termination of the Subagreement; or
 - (e) other management actions as appropriate, which may include barring the Subrecipient from consideration for further or future funding.

Article 5. Progress and final report

The Subrecipient agrees to submit to VIA Foundation the following reports for this Project.

- 5.1 *TerraMatch Reports & Geospatial Polygons*. Through March 31, 2032, Subrecipient shall submit progress reports on the TerraMatch platform, owned by World Resources Institute, that include data on the Project's biophysical, socioeconomic, and financial progress, along with geospatial polygons that enclose all areas under restoration. Subrecipient shall follow the reporting schedule in Attachment 4 and guidelines in Attachment 6. With 30 working days' written notice, VIA Foundation, in its sole discretion, may adjust reporting requirements.

Article 6. Ethical Behavior

- 7.1 *Anti-Corruption and Bribery*. In carrying out and performing the Project, Subrecipient agrees to comply with all applicable anti-bribery and anti-corruption laws in the countries where Subrecipient has its principal place of business and where Subrecipient provides the services under this Subagreement. Subrecipient further represents that neither subrecipient nor any of its owners,

directors, employees, agents, or subrecipients will directly or indirectly offer to pay, promise to pay or give anything of value to any government official for purposes of:

- (i) influencing any act or decision of such government official in his official capacity.
- (ii) inducing such government officials to do or omit any act in violation of the lawful duty of such official.
- (iii) securing any improper advantage; or
- (iv) inducing such government officials to use their influence with the government or instrumentality thereof to affect or influence any act or decision of the government or such instrumentality with respect to any activities undertaken relating to this sub agreement.

The Subrecipient shall not, in the performance of this sub-agreement, solicit, accept, offer, or give any gift, payment, or benefit that could constitute bribery, corruption, or any illegal practice. The Subrecipient shall cooperate with VIA Foundation in providing information or documentation reasonably required to verify compliance with anti-bribery and anti-corruption obligations.

7.2 Positive Environment. VIA Foundation and the Subrecipient are committed to providing a positive environment to staff and those with whom they work. Subrecipient represents and warrants that it has taken appropriate actions to ensure that all individuals with whom Subrecipient and its staff engage in connection with the Project are treated with respect and dignity. Subrecipient represents and warrants that it has taken appropriate steps to ensure that staff do not engage in discrimination or harassment, nor have any staff been found guilty of sexual misconduct to the best of the Subrecipient's knowledge. In addition, Subrecipient shall not tolerate sexual exploitation or abuse, trafficking in persons, including the procurement of commercial sex acts, and the use of forced or child labour. If Subrecipient becomes aware of any activities that would violate these principles, it will take immediate steps to rectify the situation and will promptly notify VIA Foundation in writing.

7.3 Reporting. The subrecipient shall report concerns including, but not limited to, those of discrimination harassment, the safeguarding of children or other vulnerable populations, conflicts of interest, theft, fraud or bribery, misconduct or inappropriate behaviour, through the VIA Foundation email at info@via-foundation.org.

Article 8. Anti-terrorism certification

8.1 The Subrecipient certifies that it shall not undertake, engage in, or promote any activity that may directly or indirectly support terrorism, terrorist acts, or other forms of violent activity prohibited under the laws of Rwanda. The subrecipient further certifies that it will not engage in or promote any activity with any individual or entity listed on the United Nations Security Council Consolidated Sanctions List, the African Union Sanctions List, or any other sanctions or terrorism-related list officially recognized or adopted by the Government of Rwanda.

Article 9. Change in scope, suspension, termination, and close out

9.1 Change in Project scope. Subrecipient may only submit written requests to adjust the scope of work in Attachment 1 if Subrecipient is achieving the Deliverables in Attachment 3. VIA Foundation shall determine, in its sole discretion, whether a change is acceptable within 15 working days after receipt of the request. Acceptable rationale for changes is limited to unforeseen climate events (ex. drought, flood, wildfire), political instability, policy or regulatory changes, currency devaluation or banking sector issues within country, change in priorities from community members, expiration or term change of land tenure agreements, and inability to source seedlings of a given species. Adjustments shall not change the total Funds associated with the Subagreement.

9.2 Termination or suspension for cause. VIA Foundation may terminate or suspend this Subagreement at any time, in whole or part, in the event Subrecipient fails to comply with any term of this Subagreement, including, but not limited to, timely submission of accurate reports, within thirty (30) working days' written notice of receipt of written notice from VIA Foundation. If the Subrecipient adequately remedies

its non-compliance within thirty (30) working days from receipt of notice, this Subagreement will not terminate. In addition, if VIA Foundation determines that the award or Subrecipient's activities in any way may adversely affect VIA Foundation's legal or tax status or will violate applicable law, VIA Foundation retains the right, in its sole and exclusive discretion, upon notification to Subrecipient to withhold, withdraw, suspend, or demand immediate return of the funds. VIA Foundation may also suspend or terminate this Subagreement, in whole or part, upon written notice, in the event of donor withdrawal, restriction or delay of funding.

9.3 *Termination for convenience.* This Subagreement may be terminated for convenience by mutual agreement between the parties. If VIA Foundation or the Subrecipient wishes to terminate this agreement, they must present a written notification of desire to terminate at least 60 working days before the proposed termination date. If both parties agree to termination, this agreement will enter into a close-out phase. Subrecipient and VIA Foundation will work closely to identify a seamless close-out process that does not burden either party with an agreement timeline for conclusion in place. If agreement on the terms for termination is not reached within 60 working days, VIA Foundation and Subrecipient agree to enter arbitration with a neutral third party, who will then outline the conditions for termination.

9.4 *Suspension, termination, and close out procedures.*

1. *Suspension.* Upon receipt of a suspension notice, Subrecipient shall take immediate action to suspend further expenditures, obligations, and activities under the project in accordance with the directives of the suspension notice.
2. *Termination.* Upon receipt of a termination notice, the Subrecipient shall take immediate action to minimize all expenditures and obligations financed by this award, cancelling any unliquidated obligations. Within 30 working days of the termination date, the subrecipient shall repay to VIA Foundation all unexpended funds which are not obligated by a legally binding transaction applicable to this award. VIA Foundation will not reimburse the Subrecipient for any expenses incurred after the termination date.

Unless terminated for cause (such as unremedied default), termination initiated by VIA Foundation requires that funds already paid are to be used for previously agreed Project activities and shall not be refunded. If VIA Foundation determines that the award or Subrecipient's activities in any way may adversely affect VIA Foundation's legal or tax status or will violate applicable law, VIA Foundation retains the right, in its sole and exclusive discretion, upon notification to subrecipient to withhold, withdraw, suspend, or demand immediate return of the funds.

3. *Close out.* Upon expiration or termination of this Subagreement, the Subrecipient shall:
 - i. Submit to VIA Foundation a claim for any outstanding amounts due under this Subagreement within 60 working days of date of termination or expiration of this Subagreement. VIA Foundation will have no obligation to pay requests for funds after that date.
 - ii. Within 60 working days of the termination or expiration date, the Subrecipient shall submit to VIA Foundation final financial and progress reports. The final reports shall meet the requirements set out in Article 5.
 - iii. If required by Article 4, Subrecipient shall provide VIA Foundation with an audit of the funds within six (6) months of the expiration or termination date.

Article 10. Refunds

10.1 Within 30 working days of expiration or termination of this Subagreement, Subrecipient shall refund to VIA Foundation any funds not spent by Subrecipient prior to expiration.

10.2 Within 30 working days' notice from VIA Foundation, Subrecipient shall refund to VIA Foundation any

amount of funds which VIA Foundation has reasonably determined was expended for purposes not authorized by this Subagreement or to was otherwise expended in violation of the terms of this Subagreement.

Article 11. Indemnification

11.1 Subrecipient agrees to indemnify and hold harmless VIA Foundation, and its employees, representatives, and agents from any and all liability, loss, damage, cost or expense, including reasonable attorney fees and expenses, paid or incurred by reason of Subrecipient's breach of any of the obligations, covenants, representations or terms contained in this Subagreement or by reason of any error or omission of Subrecipient relating to the project or performance of this Subagreement.

Article 12. Miscellaneous

12.1 *Data Sharing & Use.* Subrecipient confirms that it shall collect and provide all data in compliance with applicable data protection and privacy laws and that it has obtained all necessary consents, authorizations, and registrations required for the lawful processing and cross-border transfer of any personally identifiable information ("PII"), including where required under Rwandan law and regulations issued by the Rwanda National Cybersecurity Authority (NCSA). Subrecipient shall own all rights in data, materials, work and deliverables produced as a result of this Subagreement (the "Subagreement Work Product"). Subrecipient agrees all Subagreement Work Product will be made available under the Creative Commons Attribution Only 4.0 International License. Subrecipient grants VIA Foundation and all TerraFund Partners unlimited use and access to all public data submitted by Subrecipient in perpetuity. Access to internal and confidential/restricted data shall be accessible to VIA Foundation and all TerraFund Partners for no longer than fifteen (15) years from the date of project close-out, unless expressly mandated by applicable legal, organizational, or regulatory obligations. VIA Foundation shall provide a license for Subrecipient to use the TerraMatch, Flority, and Greenhouse platforms to submit required data as outlined in Attachment 4. Subrecipient shall have access to that data as long as the TerraMatch platform is operational. The TerraFund Partners shall not share PII without the written consent of Subrecipient.

12.2 *Health and Safety.* Subrecipient acknowledges that the project may require travel to regions that are designated as high or extreme risk due to travel, security or medical considerations. Subrecipient understands the risks inherent in travel to high or extreme-risk regions, including without limitation, civil unrest due to political, economic, religious, and/or ethnic instability; criminal actions; health hazards due to disease and/or lack of medical infrastructure; and terrorism. Before traveling to a high or extreme risk region, Subrecipient agrees to conduct their own review of the situation, including reviewing the security advisory information, and will take the necessary precautions to protect themselves while traveling in such regions. Subrecipient assumes all responsibility for their personal health and safety in connection with the performance of services and will not hold VIA Foundation liable for any injuries or losses incurred as a result of such travel.

12.3 *Assignments and subcontracting.* Neither party may assign any rights or delegate any duties under this Subagreement without the express prior written consent of the other party. The Subrecipient shall always remain responsible for the performance of this Subagreement and the compliance of any third party contracted with the terms and conditions of this Subagreement.

12.4 *Outcomes Attribution.* Subrecipient confirms that VIA Foundation is the only funder that has funded the outcomes outlined in Attachment 1. VIA Foundation may, in its sole discretion, reallocate all or a portion of the outcomes in Attachment 1 to any of TerraFund Donors.

12.5 *Carbon Credit Pre-Approval.* Before engaging any external parties, Subrecipient shall notify VIA Foundation before any of the trees planted, hectares restored, or any other outcomes metric funded through this Subagreement are included in a proposed carbon project. VIA Foundation shall respond

to the request within thirty (30) working days of submission.

12.6 Marketing & Communications. Each Party has the right to speak about this Agreement, but written approval must be first sought on the following basis:

- 12.6.1 In perpetuity, Subrecipient grants to VIA Foundation, the TerraFund Partners and TerraFund Donors the right to use any and all material provided by Subrecipient without notification.
- 12.6.2 Any press releases written by Subrecipient related to this Subagreement shall be subject to the prior review and approval of VIA Foundation.
- 12.6.3 Subrecipient must use the standard logo lock-up provided by VIA Foundation when referring to their affiliation with TerraFund. When using this lock-up, no further logo approvals are necessary, with the exception of the cases outlined in this section.
- 12.6.4 Subrecipient may not use the logo of any individual TerraFund Partner or TerraFund Donor without the written consent of VIA Foundation.
- 12.6.5 Subrecipient, VIA Foundation, and the TerraFund Partners may mention each other in any other marketing, social media, or communications around the Project and partnership without explicit approval of the other party, as long as the guidelines in this Subagreement are followed.
- 12.6.6 Subrecipient shall be responsible for obtaining written consent of any individuals in Photographs for VIA Foundation and each of the TerraFund Partners to use their likeness.

12.7 Integration, modification and no waiver. This Subagreement and Attachments attached hereto set forth the entire agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof. Any amendment or modification to this Subagreement must be in writing and signed by both parties. No waiver of any provision of this Subagreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

12.8 Translation. If this Subagreement is translated into another language, the English version of this Subagreement shall be considered the original document. If any discrepancy, misstatement, omission or error exists in the various translations on the particulars and conditions herein, the English version shall prevail.

12.9 Choice of law and dispute resolution.

- a. This Subagreement shall be governed by and construed under the laws of the Republic of Rwanda, without reference to the laws of any other country.
- b. All disputes, claims and/or controversies arising out of or relating to this Subagreement shall be resolved in accordance with the procedures specified herein, which shall be the sole and exclusive procedures for the resolution of any such dispute.
- c. *Negotiation.* Any party with such a dispute shall provide written notification of the dispute to the other party. A meeting between the parties shall be held within thirty (30) working days of such notice. The meeting shall be attended by the parties' senior management with decision-making authority regarding such dispute and shall use their best efforts in good faith to negotiate a resolution of the dispute.
- d. *Arbitration.* If the parties fail to settle any such dispute within sixty (60) working days after receipt by one party of the other party's written request for such amicable settlement, then the parties agree that any such dispute shall be settled by arbitration in accordance with Rwandan law and the regulations of the Kigali International Arbitration Centre. The place of arbitration shall be Kigali, Rwanda. The language to be used in the arbitral proceedings shall be English. The arbitrator shall have no authority to award punitive damages. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

12.10 *Relationship of parties.* This Subagreement shall not constitute or create a joint venture, partnership, consortium, pooling arrangement, or any other form of business arrangement or organization. The rights and obligations of the parties are only those expressly set forth. Each party shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever, and neither party shall have the authority to bind the other party or make any commitments of any kind for or on behalf of the other party except as specifically provided herein. Subrecipient shall communicate accurately about VIA Foundation's role as the Project's donor to avoid any misrepresentation of VIA Foundation.

12.11 *Third Party Beneficiary.* VIA Foundation shall be a third-party beneficiary under each of the subgrants from Subrecipient to other Subgrantee Partners and shall have the right to bring claims on behalf of the Subgrantee Partners in accordance with the dispute resolution provisions in Article 12.8

12.12 *Notices.* All notices pertaining to this Subagreement shall be in writing and shall be transmitted either by email, personal hand delivery, or by overnight delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent unless written notice of a change of address is given:

- a. For VIA Foundation: Assumpta Uzamukunda, VIA Foundation, M&M Plaza, 1st Floor KG 8 Ave, auzamukunda@via-foundation.org
- b. For Subrecipient: [SIGNATORY NAME], [ORGANIZATION NAME], [ADDRESS], [EMAIL]

12.13 *Point of Contact:*

- a. *Administrative Contact:* VIA Foundation's point of contact for administrative matters related to this Subagreement is Jeannette Ayinkamiye, jayinkamiye@via-foundation.org
- b. *Technical Contact:* VIA Foundation of contract for technical matters related to this Subagreement is Ange Kalitanyi, akalitanyi@via-foundation.org

Article 13. Acceptance of this Subagreement

Upon signature of this Subagreement, the Subrecipient, or duly authorized representative, has reviewed and agrees to be bound by these provisions.

On behalf of VIA Foundation

On behalf of [CHAMPION NAME]

Assumpta Uzamukunda
Interim CEO

[SIGNATORY NAME],
[SIGNATORY TITLE]

Date: _____

Date: _____

Article 14. Witness to this Subagreement

Upon signature of this Subagreement, the Subgrantee Partners, or duly authorized representative, have reviewed and witnessed these provisions.

On behalf of [SUBGRANTEE PARTNER 1]

On behalf of [SUBGRANTEE PARTNER 2]

[SIGNATORY NAME], [SIGNATORY NAME],
[SIGNATORY TITLE] [SIGNATORY TITLE]

Date: _____ Date: _____

Attachment 1: Scope of Work & Outcomes Targets

Subrecipient shall implement a Project in accordance with the requirements of TerraFund. Any information submitted on TerraMatch by the Subrecipient serves as a continuation of this scope of work.

[INSERT AND EDIT TERRAMATCH FIELD: Project Objectives]

Subrecipient shall achieve the following outcomes targets by December 31, 2032. Guidelines for reporting against these targets can be found in Attachment 4. Definitions for indicators can be found in Attachment 5.

Project Overview	Target
Project Code	[CODE from VIA Operations]
Organization Name	[TEXT from TerraMatch]
Project Name	[TEXT from TerraMatch]
Country	[TEXT from TerraMatch]
Cluster	[TEXT from Airtable]
Admin 1 Jurisdictions of Implementation	[TEXT from TerraMatch]
Admin 2 Jurisdictions of Implementation	[TEXT from TerraMatch]
Approved Budget in USD	[USD from TerraMatch]
Project Period	January 1, 2026 to March 31, 2032
Tree Restoration	
Number of Trees Planted in 2026	[# from TerraMatch]
Number of Additional Trees Planted in 2027	[# from TerraMatch]
Total Number of Trees Planted by Dec 31, 2027	[# from TerraMatch]
Total Number of Trees Planted by Species	[Array from TerraMatch]
Survival Rate of Planted Trees	[% from TerraMatch]
Total Number of Trees Naturally Regenerating by 2027	[# from TerraMatch]
Total Number of Trees Grown by Dec 31, 2032	[CALCULATION: Total Trees Planted x Survival Rate + Total Trees Regenerated]
Land Restoration	
Number of Hectares Under Restoration in 2026	[INPUT NUMBER, NOT IN TERRAMATCH]
Number of Additional Hectares Under Restoration in 2027	[INPUT NUMBER, NOT IN TERRAMATCH]
Total Number of Hectares Restored by Dec 31, 2032	[# from TerraMatch]
Number of Hectares Restored by Restoration Practice	[Array from TerraMatch with Practice & %]
Target Land Use Types	[Multiselect from TerraMatch]
Land Tenure Regime	[Multiselect from TerraMatch]
Jobs Created	

Total Number of People Employed by the Project	[# from TerraMatch]
Total Number of Volunteers Engaged by the Project	[# from TerraMatch]
People Benefitted	
Total Number of Direct Beneficiaries	[# from TerraMatch]
Type of Non-Tree Initiatives Supported	[INPUT FROM LIST]

Attachment 2: Budget

This Budget represents the Funds for the Project.

[INSERT SCREENSHOT OF SUMMARY BUDGET]

Before issuing a Subagreement and when reviewing the Budget, VIA Foundation assigns a risk score of high, medium, or low to a proposed Subrecipient. To complete that analysis, Subrecipient shall provide VIA Foundation with the following documentation.

- Registration or incorporation certificate
- Tax compliance certificate
- Organizational chart and list of key personnel
- Bank verification letter or bank statement matching the organization name on the Subagreement
- List of authorized bank signatories
- Past 3 years of audited or certified financial statement (or approved unaudited equivalent)
- Key policy documents for procurement, human resources, anti-fraud, safeguarding, data protection, and conflict of interest.

If a Subrecipient is marked as “medium risk” or “high risk,” Subrecipient shall produce and VIA Foundation shall approve an “Operational Improvement Plan” that outlines the deliverables needed to transition the Subrecipient to “low risk” within the 18 months after signature of this Subagreement. Subrecipient shall report on progress toward those deliverables, following Attachment 3.

Attachment 3: Payment & Reporting Schedule

Payments Associated with Funds

Subrecipient shall invoice VIA Foundation following the successful completion of the Deliverables as specified in Table 1. VIA Foundation shall provide an invoice template for Subrecipient to use.

After the designated project manager at VIA Foundation confirms all Deliverables are complete and approved, VIA Foundation shall pay Subrecipient within 30 working days following approval of

deliverables, as outlined in Table 1. All payments shall be made through bank transfer to the following account details.

Account Name: [INSERT]

Account Number: [INSERT]

Bank: [INSERT]

Branch: [INSERT]

Address: [INSERT]

SWIFT Code / ABA: [INSERT]

Intermediary bank (if any): [INSERT]

Table 1: Project Payment Milestones

Deliverables	Deliverable Due Date	Payment Date	Payment Amount
<p>Signed Subagreement between VIA Foundation and Subrecipient.</p> <p>Submission and approval of Know Your Customer (KYC) documentation outlined in Attachment 2.</p>	Date of Subagreement Signature	30 Working Days After Subagreement Signature	USD \$ [25% of Year 1 Budget]
<p>Creation and approval of Project and Nursery profiles on TerraMatch.</p> <p>Submission and approval of Land Use Documentation, if required.</p> <p>Submission and approval of Operational Improvement Plan, if required.</p>	March 30, 2026	April 30, 2026	USD \$ [50% of Year 1 Budget]

<p>Creation and approval of Site profiles on TerraMatch.</p> <p>Participation of at least 2 dedicated staff members at an in-person MRV workshop.</p> <p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of geospatial location data, if planting occurred.</p> <p>Submission and approval of Land Use Documentation, if required.</p> <p>Submission and approval of Equity Leadership Program budget and scope of work.</p>	<p>July 31, 2026</p>	<p>August 31, 2026</p>	<p>USD \$ [25% of Year 1 Budget]</p>
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of Project Expense Report.</p> <p>Submission and approval of Project Financial Report.</p> <p>Submission and approval of geospatial location data, if planting occurred.</p>	<p>January 31, 2027</p>	<p>February 28, 2027</p>	<p>USD \$ [50% of Year 2 Total]</p>

<p>Submission and approval of Land Use Documentation, if required.</p> <p>Submission and approval of sufficient progress toward Equity Leadership Program deliverables.</p> <p>Successful completion of at least 1 site visit by VIA Foundation or partners.</p>			
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of geospatial location data, if planting occurred.</p> <p>Submission and approval of Land Use Documentation, if required.</p> <p>Submission and approval of all Operational Improvement Plan deliverables, if required.</p>	<p>July 31, 2027</p>	<p>August 31, 2027</p>	<p>USD \$ [50% of Year 2 Total]</p>
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of Project Expense Report.</p>	<p>January 31, 2028</p>	<p>February 28, 2028</p>	<p>USD \$ [50% of Year 3 Total]</p>

<p>Submission and approval of Project Financial Report.</p> <p>Submission and approval of geospatial location data, if planting occurred.</p> <p>Submission and approval of Land Use Documentation, if required.</p> <p>Successful completion of at least 2 site visits by VIA Foundation or partners.</p>			
<p>Confirmation that all initial planting is complete on all sites.</p> <p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of geospatial location data, if planting occurred.</p> <p>Submission and approval of Land Use Documentation, if required.</p>	<p>July 31, 2028</p>	<p>August 31, 2028</p>	<p>USD \$ [50% of Year 3 Total]</p>
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p>	<p>January 31, 2029</p>	<p>February 28, 2029</p>	<p>USD \$ [50% of Year 4 Total]</p>

<p>Submission and approval of Project Expense Report.</p> <p>Submission and approval of Project Financial Report.</p>			
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p>	July 31, 2029	August 31, 2029	USD \$ [50% of Year 4 Total]
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of Project Expense Report.</p> <p>Submission and approval of Project Financial Report.</p> <p>Successful completion of at least 3 site visits by VIA Foundation or partners.</p>	January 31, 2030	February 28, 2030	USD \$ [50% of Year 5 Total]
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p>	July 31, 2030	August 31, 2030	USD \$ [50% of Year 5 Total]

<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p> <p>Submission and approval of Project Expense Report.</p> <p>Submission and approval of Project Financial Report.</p>	<p>January 31, 2031</p>	<p>February 28, 2031</p>	<p>USD \$ [25% of Year 6 Total]</p>
<p>Submission and approval of six-month progress reports on TerraMatch for each Project, Site, and Nursery profile.</p> <p>Submission and approval of Employee Registry.</p>	<p>July 31, 2031</p>	<p>August 31, 2031</p>	<p>USD \$ [25% of Year 6 Total]</p>
<p>Submission and approval of final six-month progress report on TerraMatch.</p> <p>Submission and approval of Final Project Expense Report.</p> <p>Submission and approval of Final Project Financial Report.</p> <p>Submission and approval of Employee Registry.</p> <p>Successful completion of at least 4 site visits by VIA Foundation or partners.</p> <p>Project completion certificate issued by VIA Foundation and signed by Subrecipient.</p>	<p>January 31, 2032</p>	<p>February 28, 2032</p>	<p>USD \$ [50% of Year 6 Total]</p>

Attachment 4: Monitoring, Reporting, and Verification Requirements

This Attachment outlines the Monitoring, Reporting, and Verification (MRV) requirements for the Project.

The tree-based land restoration sector requires field-tested monitoring, reporting, and verification (MRV) approaches that are practical for the diverse range and scale of restoration projects required to address land degradation. The TerraFund MRV framework captures quantitative and qualitative data about project progress and learnings using nine indicator categories, novel technologies including remote sensing methods, and its online platform, TerraMatch. TerraFund MRV brings together this set of tested biophysical, socioeconomic, and financial indicators, program-wide assessments, geospatial data models and analysis, an integrated digital platform for reporting and result sharing, and targeted assistance for project developers.

VIA Foundation may add monitoring, reporting, or verification requirements throughout the duration of this Subagreement, but Subrecipient will be notified at least 30 working days before a reporting deadline outlined in this Subagreement.

Reporting Terms & Schedule

Subrecipient shall establish a profile on TerraMatch, an online platform managed by World Resources Institute, that encompasses the scope of work contained in this Subagreement. World Resources Institute and VIA Foundation will determine, in their sole discretion, the exact requirements for the Subrecipient, following the guidelines listed below.

TerraMatch Profile Creation

Subrecipient will create a “Project Profile” on the TerraMatch platform for this Project. Following guidance from its TerraFund project manager, Subrecipient shall create an individual “Site Profile” on TerraMatch for each geographically distinct restoration area, as well as a “Nursery Profile” on TerraMatch for each tree nursery that the project owns, manages, or operates in the context of this Subagreement.

TerraMatch Reporting

Subrecipient submits 12 sets of reports in total, concluding with the final report on January 31, 2032. Each of these reports is submitted on TerraMatch and quality assured by Subrecipient’s assigned TerraFund project manager. Subrecipient is required to collect all information contained in the following reporting forms, which follow the indicators in Attachment 5.

- **Project Report:** Every six months, Subrecipient shall submit a Project Report for each Project Profile. This report includes narrative information on the Project’s most important successes, challenges, and lessons learned during the reporting period, along with numerical data on the number of jobs created, volunteers engaged, and people benefitted, broken down into demographic categories, like age and gender. It also includes an “Employee Registry,” or a structured list of all people employed by the Project, to verify the submitted data.

- **Land Use Agreements:** Beginning with the first Project Report, Subrecipient is required to submit authentic documentation, signed by government authorities, traditional leaders, and/or landowners, that authorizes Subrecipient to operate on the land associated with this Subagreement. The TerraFund portfolio manager will specify the exact type of documentation required and may require additional documentation throughout the Project.
- **Equity Leadership Program:** WRI's Equity Leadership Program assists Subrecipient to improve their gender and social equity outcomes. To qualify for budget associated with this program, Subrecipient shall submit a plan and budget by July 31, 2026 for approval by WRI and report on outcomes starting on January 31, 2027, July 31, 2027, and January 31, 2028.
- **Site Report:** Every six months, Subrecipient shall submit a Site Report for each Site Profile. This report includes data on the number of trees planted and naturally regenerated on the site (broken down by species). It includes information on the survival rate of planted trees and the number of dead trees that have been re-planted.
- **Nursery Report:** Every six months, Subrecipient shall submit a Nursery Report for each Nurser Profile. This report includes data on the number of trees growing in each nursery (broken down by species) and a description of progress in the nursery during the reporting period.
- **Financial Report:** Once per year, Subrecipient shall submit a Financial Report for the project. This includes the audited financials and/or management reports of the organization, statistics pulled from that financial documentation, and a breakdown of the additional finance mobilized by Subrecipient over the past 12 months.
- **Expense Report:** Once per year, Subrecipient shall submit an Expense Report for the project, detailing expenditures for each line in the approved Budget.
- **Disturbance Report:** When a manmade, ecological, or climatic disturbance such as a drought kills trees associated with this Subagreement, Subrecipient shall submit a Disturbance Report and mark each Site Profile and Polygon where trees have died.

In all Project, Site, and Nursery, and Disturbance Reports, Subrecipient shall submit high-quality, georeferenced photographs that show the associated work.

Geospatial Data in Polygons

Subrecipient shall provide highly accurate geolocation data in the form of "Polygons" for each restoration location funded through this Subagreement. These Polygons represent the total number of hectares under restoration for the project and must fully enclose all areas of intervention. Each Polygon must include the following minimal "attribute information": planting start date, restoration practice, target land use system, tree distribution (full coverage, partial, or line), and number of trees.

Subrecipient shall follow TerraFund's guidance on creating this location data, attend trainings, and provide TerraFund's geospatial staff access to any requested information about the restoration locations relevant to this Subagreement. Subrecipient shall use the Flority, Greenhouse, and TerraMatch applications to collect this information, unless World Resources Institute approves an alternative system.

TerraFund staff shall aid Subrecipient in transforming this location data into highly accurate polygons, which are then uploaded to Subrecipient's TerraMatch Project Profile and Site Profiles.

Site Visit Validation

VIA Foundation field coordinators shall visit project sites regularly throughout the project cycle to assist Subrecipient and community members with implementation. Subrecipient shall host the TerraFund Partners or any of their designated third parties during formal field validation visits, which will occur at least 3 times during the project's implementation. At minimum, these will occur by 2027, 2029, and 2032 and will be used to validate the self-reported data found in Reports and Polygons. TerraFund Partners shall have the right to visit any of the sites that are governed by this Agreement within 10 working days' notice as many times as the TerraFund Partners deem necessary.

Remote Sensing & Field Verification

World Resources Institute conducts Independent Verification of the Project at least 2 times during project progress, within 2 years and within 5 years after trees are planted or begin regenerating within a Polygon. For each Polygon, World Resources Institute uses cutting-edge remote sensing data to independently analyze progress toward Tree Restoration and Hectares Restored indicators, combining that, where necessary, with field verification measurements. These results are compared against data from Reports to assess whether the Project's trees have survived.

Data Published on TerraMatch Dashboards

Once data from Reports, Polygons, and Independent Verification are compiled and approved, VIA Foundation shall publish those results on a publicly accessible page on the TerraMatch website. VIA Foundation shall determine which data will be featured on this dashboard, but it shall consult with Subrecipient on the inclusion of data marked "private" before publication.

Attachment 5: Indicator Definitions

Subrecipient must report on the following indicators through the TerraMatch platform. VIA Foundation may adjust these indicators at any point during the Project period. If changes are made, Subrecipient shall be obligated to report on adjusted indicators upon being given 30 working days' notice.

1. Tree Restoration

1.1 Number of seedlings or saplings produced: The total number of seedlings grown in nurseries for planting across sites and projects. The indicator tracks intermediary progress towards indicator 1.2, Number of trees planted. Data on seedlings and saplings is

disaggregated by species, providing insight on contributions to biodiversity and native tree count.

1.2 Number of trees planted: The total number of trees planted over the duration of a project. These data are self-reported, and, like data on seedlings and saplings, disaggregated by species type. This indicator is one of the earliest signifiers of project progress and provides a baseline metric used in assessments of survival rates, species diversity and species composition, and progress towards contract goals. To confirm planting has occurred, this indicator is subject to early verification via remote sensing, one to two years following planting. Trees grown through direct seeding and enrichment planting are included here. For projects using exclusively ANR, this indicator is not considered.

1.3 Survival rate of planted trees: An assessment of the continued existence and growth of planted trees, evaluated by project developers once a year in the three months preceding a site report. Because they submit site reports twice a year, projects choose in which reporting cycle it is most appropriate to report survival rate. Trees replaced within the reporting cycle where planting also occurred do not count against survival rate. Survival assessments are required once a year, however, project developers are encouraged to calculate survival rate twice in the first year of planting. Estimating survival rate early and often in the project life cycle can help project developers and the TerraFund team determine if the project is on track to meet expected restoration targets and decide if an intervention is necessary to achieve the desired size, density, and quality of planted seedlings. ANR-only projects are not required to conduct a survival rate assessment.

1.4 Number of trees grown by project conclusion: The total number of trees planted that survive six years after the project's start, adjusted by their survival rate and verified using TerraFund's remote sensing-based and artificial intelligence tree count model. Long-term tree establishment is one of the main goals of tree-based restoration. By focusing on sustained growth, not just planting, this indicator provides insight into the durability of tree planting efforts. This metric does not include trees naturally regenerated through ANR.

2. Land Restoration

2.1 Total number of hectares under restoration: The total hectareage of polygons submitted by projects with active restoration practices. Hectares under restoration provides information on the project's target area and the number of hectares being restored across the portfolio. This indicator is relevant for both ANR and tree planting projects and is the primary indicator for ANR interventions.

2.2 Percent tree cover change: The change in tree cover over six years, providing another lens for understanding contributions to land restoration over the lifetime of the project. Measured using the Tropical Tree Cover dataset, this indicator provides an independent metric of restoration progress (Brandt et al. 2023). Tree cover change is measured completely using remote sensing at a spatial resolution of 10m. It does not currently apply to projects using exclusively ANR.

3. Jobs created

3.1 Number of full-time employees of TerraFund projects: The number of people working 35 or more hours per week on the project with a consistent role that involves daily or almost daily engagement for at least 3 out of the 6 months of the

reporting period. This indicator provides insight into the project's contribution to socioeconomic outcomes in the local geography.

3.2 Number of part-time employees of TerraFund projects: The number of people working part-time, broken down into two categories: part-time employees, those working less than 35 hours per week on projects, and short-term, seasonal, or casual employees. This is an inclusive definition of the various types of part-time employment, an important contribution to restoration projects, and critical to understanding socioeconomic contributions. Part-time employees work less than 35 hours on the project per week with a consistent role that involves frequent engagement for at least 3 months of the last 6-month reporting period. Short-term, seasonal, and casual employees are people working periodically on the project, typically involved in tasks that take a few days, or during high engagement seasons such as planting seasons. These include jobs that involve recurring engagement at the same time in different months but for a short duration ranging from a few days to a few weeks (e.g. people engaged to plant for 3 days).

3.3 Number of volunteers contributing to the project: The number of unpaid volunteers assisting with TerraFund projects, used to assess the contributions of unpaid labor in restoration work. Volunteer arrangements may be one form of community engagement for some projects. Project developers provide qualitative data on the nature of volunteer work which provides additional insight into the labor and community engagement supporting a project.

4. Livelihood Benefits

4.1 Number of local community members directly receiving benefits from restoration: The estimated number of local community members who are the direct recipients of tangible benefits from TerraFund projects, such as seedlings, access to savings and loans services, or support for income-generating activities such as beekeeping. While quantitative data related to this indicator is challenging to verify, project developers also provide qualitative data on the types of benefits, providing a more holistic view of restoration projects beyond tree growth.

4.2 Number of people indirectly receiving benefits from restoration: The estimated number of people indirectly receiving benefits from the project, calculated as a multiple of the average household size of direct beneficiaries. This indicator provides an opportunity for project developers to capture the full range of benefits they believe their projects are contributing.

4.3 Number of people who received training from the project: The number of people who received training, including other capacity strengthening or skill-building opportunities, on topics related to restoration or other livelihood sources. Providing training is one way that many restoration projects aim to contribute to improved livelihoods for community members.

5. Financial Health and Performance

Nonprofits follow industry standards and report on budget expenditure to understand how much has been spent in relation to project progress.

5.1 Budget execution rate: The annual percentage of the budget spent out of the total approved amount. The reports are designed to help organizations understand the percentage of funds they can allocate to project activities, income-generating initiatives, and other non-tree-based interventions that support restoration permanence. Both enterprises and nonprofits may use up to 30% of the total budget for complementary, non-tree planting activities as part of the overall restoration effort. For portfolio managers, tracking budget spenddown allows early detection of under or over-spending, particularly in relation to project progress. A low execution rate may indicate delays in project implementation, while a very high rate early in the project may raise concerns about burn rate or financial planning.

5.2 Change in organization operating budget: The percentage change in the total annual operating budget of a non-profit organization over the course of their TerraFund project.

5.3 Level of external finance catalyzed for projects: The number and US dollar amount of additional or “follow on” grant, loan, or equity investments that organizations have accessed since receiving TerraFund funding. This indicator assesses TerraFund’s progress towards its own goal of unlocking additional finance for funded organizations but is not considered in the total amount invested by TerraFund.

Attachment 6: Consortium Roles & Responsibilities

Subrecipient (**Lead partner**) and Subgrantee Partners implement this Project together, with funding allocated according to the Budget. This Attachment outlines the roles and responsibilities of each partner.

Subrecipient:

- Issue subgrants to Subgrantee Partners, following the Budget,
- Compile information from Subrecipient and Subgrantee Partners and submit all required reports and geospatial data on TerraMatch, as outlined in Attachment 4.
- **INSERT ADDITIONAL ROLES**

Subgrantee Partner 1: [INSERT NAME]

- **INSERT ROLES**

Subgrantee Partner 2: [INSERT NAME]

- **INSERT ROLES**