

# ICAT

INITIATIVE FOR  
Climate Action  
Transparency

**Initiative for Climate Action Transparency** provides policymakers around the world with tools and support to measure and assess the effects of their climate actions.



# **Call for Proposals**

**“Authoring of a guide on the inclusion of air pollutants  
in climate change MRV and transparency frameworks”**

January 2021

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# CALL FOR PROPOSALS (CFP)

## 1. Background

[The Initiative for Climate Action Transparency \(ICAT\)](#)<sup>1</sup> aims to help countries better assess the impacts of their climate policies and actions, and fulfil their transparency commitments. It does this by increasing the overall transparency capacities of countries, including the capacity to assess the contribution of climate policies and actions on countries' development objectives, and providing appropriate methodological information and tools to support evidence-based policy-making. ICAT's innovative approach is to integrate these two aspects.

ICAT focuses on countries that can highlight the benefits of increased transparency to demonstrate policy impact and evidence-based action. ICAT will generate evolving methodological guidance and extract best practices, to be publicly available to all actors, increasing the global knowledge base. ICAT's work is country-driven, efforts build on existing Monitoring, Reporting and Verification (MRV) systems and knowledge in countries and complement previous or on-going activities by other initiatives, where applicable.

As the number of countries including actions that reduce short-lived climate pollutants (SLCPs) and other air pollutants within their climate change plans increases, it is important to consider how progress on SLCP and air pollutant mitigation can be monitored as part of or coordinated with climate change MRV frameworks. With support from the Climate and Clean Air Coalition (CCAC) Supporting National Action and Planning (SNAP) initiative, some countries have incorporated SLCPs and air pollutants within climate change MRV documents and reports submitted to the UNFCCC.

The majority of countries, however, do not quantify SLCP emissions, or track progress on those policies and measures that target major SLCP and air pollution sources. This is a missed opportunity to maximize synergy and reap co-benefits from air pollution and climate mitigation actions. While the IPCC will expand its emission inventory guidance to include methods for all short-lived climate forcers, covering all SLCPs as well as major air pollutants, the integration of these pollutants into national GHG inventory systems is not guaranteed. In addition, there are elements beyond estimation of the emissions that can be included in MRV frameworks and methods for this need to be defined. In particular, the assessment of the impacts of policies and measures on projected emissions, air quality and associated health impacts is gaining prominence. As countries are in the process of setting up these systems, it appears

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<sup>1</sup> ICAT is an unincorporated multi-stakeholder partnership steered and funded by the Donor Steering Committee (DSC), conformed by its donors, the Children Investment Fund Foundation (CIFF); ClimateWorks Foundation (CWF); the German Federal Ministry for the Environment, Nature Conservation, and Nuclear Safety (BMU); and the Italian Ministry for the Environment, Land and Sea (IMELS), as well as the UNFCCC and UNOPS as ex-officio members. The Initiative is managed by UNOPS on behalf of the DSC. Within UNOPS, the ICAT Secretariat manages ICAT day-to-day activities, coordinating and guiding the work of the implementing partners.

very timely to propose an approach for the integration of SLCPs and air quality into climate change MRV frameworks.

In order to encourage and support this, ICAT and the CCAC SNAP initiative are partnering to develop and disseminate a guide on the inclusion of SLCPs and air pollutants in climate change MRV frameworks. Building on existing ICAT assessment guides, in particular the [ICAT Sustainable Development Methodology](#), the objective of this guide will be to provide information and examples to national practitioners regarding the benefits and methodologies for tracking short-lived climate pollutants and air pollutants as part of MRV frameworks consistent with the Paris Agreement's Enhanced Transparency Framework. The target audience is primarily national policy makers, regulators and agencies involved in MRV, but also encompasses the wider group of stakeholders that contribute to or are impacted by MRV efforts. The guide is envisioned to then be used by CCAC and ICAT partners, but will also be more widely distributed, including to the countries where CCAC and ICAT have projects.

This enhanced capacity will also include an increased ability to identify and evaluate the multiple benefits of different mitigation measures to improve air quality and mitigate climate change, integrate SLCP and air pollutant mitigation within climate change policy planning processes and climate change MRV frameworks, and will result in an increased level of commitment and implementation of key identified actions.

This project provides an opportunity for CCAC to collaborate with key organisations, and influence national climate change MRV frameworks that are being developed. It provides ICAT with an opportunity to link up to a different community and respond to requests by countries that it supports for a methodology to integrate air quality into their climate-related assessments. As countries revise their NDCs, and attention turns to implementation, the inclusion of SLCPs and other air pollutants in MRV frameworks is essential if climate change commitments are to be achieved in the most cost-effective way taking full account of SLCP and air pollution benefits.

The CCAC is one of the few institutions that has provided support to countries to track progress on SLCPs within climate change MRV systems, e.g. through the inclusion of SLCPs in GHG inventories, National Communications and Biennial Update Reports in Ghana, Mexico, Chile, and Costa Rica. This activity builds on progress and experience CCAC has gained, but also links to experts in MRV, such as those collaborating under ICAT, who have already developed clear guidance documents on other aspects of climate change MRV and would be able to use this additional methodology as part of their work. In this context, this call for proposals aims at selecting a suitable partner to work with ICAT to develop a guide on the inclusion of SLCPs and air pollutants in climate change MRV frameworks.

## 2. Description of scope of work

As countries define their level of climate change mitigation ambition, as well as the specific policies and measures that will be implemented to achieve it, it is necessary to effectively track progress against these goals. This is done through the climate change Monitoring, Reporting and Verification (MRV) process that many countries have or are in the process of establishing. The SNAP initiative has supported countries in the inclusion of SLCPs and air pollutants in their climate change MRV frameworks, for example including black carbon and other air pollutants in the national GHG inventories of Ghana, Chile, Mexico, and Costa Rica. However, the majority of countries do not consider air pollutants in assessment of climate change policies or in climate change reporting.

Transparency is a core feature of the Paris Agreement (Art. 13), which sets a hard commitment for both developed and developing countries to collect and report a defined set of data and information. By 2024, under the Enhanced Transparency Framework (ETF) established after the adoption of the Paris Agreement, countries will have to transition to developing Biennial Transparency Reports (BTRs) which will track progress on the implementation of their NDCs. As countries begin to develop BTRs and public climate change data platforms, there is an opportunity to ensure that the broader impacts of policies and measures identified to achieve a country's climate change commitment are accounted for and tracked, including their impact on air pollution and associated health impacts.

While the IPCC will expand its emission inventory guidance to include methods for all short-lived climate forcers (covering all SLCPs as well as major air pollutants), the integration of these methodologies into national GHG inventory systems is not guaranteed. Furthermore, the ETF requires countries to establish a policy MRV framework, which links policies and measures to projected emission levels and other indicators. A compelling case needs to be demonstrated as to why and how national practitioners can include SLCPs and air pollutants in national GHG emission inventories and MRV frameworks.

The inclusion of SLCPs, air pollutants and their estimated impacts on human health into national GHG emission inventories and MRV frameworks is useful because:

- i) It increases the ability of countries to track levels of SLCP and air pollutant emissions (especially in the large number of countries which lack an air pollutant emission inventory), helping to increase capacity on air quality management as well as understand the overall effect of NDC implementation on all pollutant;
- ii) It provides the possibility to evaluate the real-world multiple health and development benefits that can be achieved locally from implementation of climate change pledges;
- iii) It allows for evidence-based policy making, to enhance climate action based on data that provide a solid basis for assessing the impacts of climate actions, both actions taken and looking forward to planned actions.

Integrating SLCPs, air pollutants, and associated health impacts into climate change MRV frameworks, will allow these aspects to be part of the evaluation criteria for identifying policies and measures to achieve climate change mitigation targets. It also provides the opportunity for actions with local benefits for air quality to access international climate financing.

The proposed guide will build on ICAT's existing series of [assessment guides](#) and highlight considerations and methodologies that are specific to the inclusion of short-lived climate pollutants and air pollutants. The guide will encompass all aspects of MRV, including quality assurance and verification. Some aspects can be covered through references to other existing ICAT guides such as the [stakeholder participation guide](#) and the [technical review guide](#) as well as SNAP guidance documents such as [National Planning for reducing short-lived climate pollutants](#) or [Opportunities for Increasing Ambition of Nationally Determined Contributions through Integrated Air Pollution and Climate Change Planning: A Practical Guidance document](#).

Measures that mitigate GHGs and SLCPs can also reduce the emissions of air pollutants that cause health impacts due to exposure indoors and outdoors and lead to reductions in crop yields. The document will outline practically how climate change policies and measures can be assessed in terms of their impact on air pollution, so that these impacts can be reported in climate change reporting, such as Biennial Transparency Reports, and considered in further policy development including future NDC enhancement. If relevant, impacts of air pollution abatement policies on GHG emissions<sup>2</sup> should be also assessed.

The document shall provide practical guidance on how countries can consider air pollution within the assessment of climate change policies and measures and offer examples of how some countries have integrated SLCP and air pollutant mitigation into national MRV systems, and the benefits that they have achieved from it. The target audience for this guide are planners and technical staff within Ministries of Environment and, as appropriate other sectoral ministries, who would be in charge of the national MRV system and those who would undertake related inventory work and assessments of air pollution impacts of climate change policies, and therefore the guide aims to provide methods and steps to achieve this. The guide shall draw on examples from low, middle and high-income countries to outline the benefits of integrating SLCP and air pollutant mitigation in national MRV systems and the practicalities of applying this approach. The guide will be piloted in existing CCAC SNAP projects and in ICAT country projects.

### Implementation Plan

A team composed of experts in climate change MRV/transparency systems and SLCPs/air pollutants from ICAT and the SNAP group, represented by the Stockholm Environment Institute (SEI), will be established as the Steering Group for the project.

SEI in consultation with ICAT will develop an outline of the document to agree on the structure, focus and topics that will be covered in the guide. These topics will focus on the key methods and steps needed to consider air pollution within policy assessment and tracking, which will include:

- Quantifying air pollutant emissions in the context of climate MRV systems.
  - There is substantial overlap in the data needed to quantify air pollutant, SLCP and GHG emissions, and therefore for many sectors the key additional information are emission

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<sup>2</sup> As an example, measures to reduce NO<sub>x</sub> concentrations in the air (which might be necessary for health reasons) could increase GHG-emissions.



factors for the additional pollutants being included in the inventory. Therefore, the guide will cover the key references (e.g. IPCC and EMEP/EEA documents) for emission factors for air pollutants and SLCPs that can be used to extend a national GHG emission inventory to cover all pollutants contributing to climate change and air pollution health impacts (from exposure to PM<sub>2.5</sub> and ozone), and outline how to address relevant interlinkages between GHGs and air pollutants. A list of the gases and substances the guide includes under the term air pollutants will also be included.

- In addition, for some sectors there is additional data that needs to be collected to robustly estimate emissions of air pollutants and SLCPs, e.g. the transport sector where more detailed information on the vehicle fleet is necessary to capture air pollutant emissions. Also for an assessment of applicable abatement options some additional data may be needed. The guide will therefore also describe the additional data requirements (and source of data where possible) needed to incorporate SLCPs and air pollutants into GHG inventories.
- The guide is not intended to replicate existing emission inventory guidance documents (e.g. IPCC, EMEP/EEA), but should cover practical aspects of integrating air pollution and greenhouse gas emission inventories, reflecting existing and upcoming emission inventory guidance. It should specifically highlight those sectors where specific attention is needed to facilitate integration (e.g. transport).
- Quantifying changes in air pollution concentrations and health impacts.
  - The guide will provide approaches for how air pollution concentrations (e.g. PM<sub>2.5</sub> concentrations from indoor and outdoor sources) and air pollution health impacts can be quantified. Approaches will be described that cover a range of data and capacity levels, from the simplest approach of estimating inhalation fractions of air pollutants, to various approaches to quantifying the effect of transport pollution and chemical reactivity on air pollution exposure. Different concentration-response functions to quantify air pollution health impacts will also be reviewed, and practical step by step guidance provided to show how they can be applied to estimate health impacts.
- Integrating SLCP and air pollutant-relevant information into a new climate change MRV data collection system or integrating such information into an existing system.
  - The guide will outline how data collection procedures can be developed in a way that allows for effective monitoring of SLCPs and air pollutants. This includes identifying: i) whether there is an existing air quality management system and how it relates to existing climate MRV/transparency framework (e.g. development of emission inventory, air quality monitoring etc.) that the climate change MRV can link to; ii) how to use existing institutions and existing legislation in order to extend the scope of national MRV to SLCP and air pollutants; and iii) additional stakeholders who need to be involved to ensure that the system is well set up for monitoring SLCP and air pollution indicators (i.e. institutions responsible for pollution control).
- Country-case studies demonstrating approach, including examples of how low-, middle-, and high-income countries have integrated SLCPs and air pollutants and their mitigation into their national MRV systems will be showcased, drawing from experience within the SNAP initiative to date as well as other initiative such as the Convention on Long-Range Transboundary Air Pollution (LRTAP Convention).



- Tools to assess air pollution impacts of policies:
  - Relevant tools that can be used to evaluate air pollution emissions, concentrations and health impacts will be referenced, providing an overview of the functionality of each and the instances where each tool may be a relevant option for the evaluation of air pollution impacts of climate change mitigation policies. The relevant SNAP guidance documents such as [National Planning for reducing short-lived climate pollutants](#) or [Opportunities for Increasing Ambition of Nationally Determined Contributions through Integrated Air Pollution and Climate Change Planning: A Practical Guidance document](#) may be used as references.
  - Emphasis should be put on practical tools and methods to ensure that also countries with low capacity to measure emissions, concentrations and exposure can make use of the guide.

Finally the guide should include an Executive Summary with the different target audiences in mind (policy makers, practitioners, etc). This could include considerations on the Why, Who, When, What for the guide as well as a definition of SLCPs and how they are different from other air pollutants. It should also lay out clearly how countries' capacities will be enhanced.

Based on the outline and through this call for proposals, ICAT and SEI will identify an appropriate partner or consortium of partners to draft and develop the guide with further input from ICAT and SEI .

SEI will then lead the coordination of the development of the guide in consultation with the Steering Group. Once the drafting team has been decided upon and recruited, the draft outline will be circulated to them and will be the basis for discussion at the first virtual author's meeting. Subsequent ad-hoc meetings will be organised as needed and all meetings will be held virtually. The coordination team will maintain regular contact with authors to ensure that all parts of the document are coherent. The coordination team will also organise the review of the drafts and the piloting in selected countries.

All development of the guide will be done virtually.

### Project duration

The implementing partner is expected to start activities in March 2021 for a period of 18 months, ending in August 2022<sup>3</sup>.

### Impact and replication

The development of the guide will be specifically developed alongside and targeted at national experts in developing countries, national policy makers, regulators and agencies involved in MRV, as well as a wider group of stakeholders that contribute to or are impacted by MRV efforts including organisations assisting countries in the development of their MRV frameworks, to ensure that they can communicate the advantages of including SLCPs and air pollutants in climate change MRV systems from the outset.

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<sup>3</sup> The workload throughout this time will vary, due to the different review phases and feedback rounds. It is anticipated that the total degree of effort will be in the order of 80-100 days of work.

The SNAP Initiative and ICAT will actively target countries they work with to apply the guide, and reach out beyond these groups.

### **3. Expected outcomes**

In the above context the selected grantee is expected to draft a guide on the inclusion of SLCPs and air pollutants in climate change MRV frameworks.

### **4. Description of specific activities**

All activities spelled out below shall be conducted in close coordination with and based on instructions by the ICAT Secretariat and SEI. The deliverable is subject to review and endorsement by the ICAT Secretariat and SEI. The activities will be coordinated by SEI. It is anticipated that the total degree of effort will be in the order of 80-100 days of work over the period of 18 months.

#### **Activity 1. Information gathering and developing draft of the guide**

The grantee should produce a first draft of the document that will expand on the outline developed by SEI and the ICAT Secretariat. Approaches, methods and data for the key aspects of including air pollution impact analysis in climate change MRV frameworks outlined above should be gathered and described in the document. Collaborators from countries that can provide case studies will be invited by ICAT and SEI to be co-authors of relevant chapters of the document to provide detailed information as to how they have successfully integrated air pollution into their climate change MRV system. SEI would recruit collaborators from countries currently engaged within the SNAP initiative to provide case studies applying the approaches included in the guide. The grantee would advise on the most relevant case studies, and how they can directly contribute to highlighting the key methods and approaches being put forward in the guide.

#### **Outputs/deliverables:**

First draft of guide on the inclusion of SLCPs and air pollutants in climate change MRV frameworks.

#### **Activity 2. Review of the guide**

After production of the first draft of the guide, it will be circulated for review to experts from research NGOs (including think-tanks involved in health or air quality issues), SNAP lead partners, CCAC and ICAT country partners, ICAT experts and advisers and other relevant organisations to provide comments and suggestions for improvement. SEI will recruit as needed a number of expert reviewers, and coordinate the overall review process (6 to 10).

A further meeting between the grantee and the steering committee will be organised after obtaining comments from reviewers to discuss how to respond to suggested changes. The grantee should work on including all the feedback in a second draft.

#### **Outputs/deliverables**

A second draft of the guide on the inclusion of SLCPs and air pollutants in climate change MRV frameworks based on the above review and input.

#### **Activity 3. Revision and Finalisation**

Upon submission of the second draft ICAT and SEI will arrange for piloting of the guide in selected countries. ICAT and SEI will also provide last rounds of feedback, that can be substantive and editorial.

Based on the feedback and the input received after the piloting, the grantee should revise and finalise the document.

#### **Outputs/deliverables**

Final draft of the guide

## 5. General instructions for proposal submission

### 5.1 General instructions for proposal submission

**How to submit?**

Fill out the **Expression of Interest form** in Annex A, and prepare the **Grant application form** in Annex B form, attaching necessary supporting documents to assist the submission.

**When to submit?**

Deadline: 9 February 2021 (by 17:00, Copenhagen, Denmark Time)

**Questions and clarification?**

Please contact Ms. Sarah Olsen at [SarahAO@unops.org](mailto:SarahAO@unops.org), no later than 2 February 2021 (17.00, Copenhagen, Denmark Time). Request for clarifications or questions submitted after the mentioned date will not be considered.

**Where to submit?**

Office email: [ICAT@unops.org](mailto:ICAT@unops.org)

### 5.2 Eligibility criteria as per project agreement

**Limitations.**

- Limited to entities with demonstrated experience in working with issues relevant to climate change in developing countries;
- Limited to entities with proven experience (of at least 5 years) in research, policy analysis, and/or capacity building activities in MRV or climate action transparency in line with the Paris Agreement.
- Limited to organizations registered as a non-governmental organization, research and training institutions, community based organizations, companies with ability to operate on a no-profit basis or government agency under the relevant national legislation.

**Minimum requirements/qualifications:**

- 5 years' experience in research and/or policy analysis on MRV/transparency, climate change mitigation and/or air pollution abatement;
- Demonstrated capacity to work in English is essential.

**Other critical considerations:**

- Research and policy analysis expertise in the following sectors will be considered a strong advantage: energy, agriculture, forestry, and transport;
- Expertise in assessing sustainable development impacts and transformational change potential of climate change policies will be an asset;
- Past research performance will be strongly considered when selecting most suitable proposal. A publication history shall be provided, by completing the provided experience history form attached to the proposal.

## **6. Evaluation process**

In line with UNOPS evaluation principles of fairness, transparency and integrity, an independent Grant Evaluation and Selection Committee will be responsible for the review of proposals and the Grantee selection. The review is based on the criteria outlined in the 'Call for Proposals' (CFP) and includes an assessment of the grant proposal's formal, technical and financial aspects. The review should usually include at least two (2) 'substantially compliant' proposals and result in the selection of the lowest priced, substantially compliant proposal. Any non-compliant proposal may automatically be eliminated from the evaluation process.

## **7. UNOPS Grant Support Agreement**

The UNOPS Standard Grant Support Agreement (GSA) (Annex C) containing UNOPS General Conditions (Annex D) is herewith attached. The GSA constitutes an integral part of this CFP as it is mandatory to accept this agreement with its conditions before submitting a proposal.

## Annex A - Expression of Interest

### Expression of interest from

If your organization is interested in submitting a grant proposal in response to this CFP, please kindly prepare a short 'Expression of Interest' statement (below) and complete the Grantee Application form (herewith attached as Annex B)

My organization \_\_\_\_\_ is hereby formally submitting a proposal for the advertised grant program/component. I confirm, hereby, that my organization meets the minimum requirements spelled out in the Call for Proposals.

Authorized  
signature:

Name & Title:

Contact info

Date:

## Annex B - Grant Application Form

### I. Technical Proposal

a. The organizational background and capacity to implement the grant activities

<b>Proponent (please indicate principal applicant)</b>	
<b>In the case of a consortium, please list all partners and indicate the principal applicant</b>	
<b>Organization Registration No.</b>	
<b>UN Sanction</b>	Confirm that the supplier is not included in the <a href="#">Consolidated United Nations Security Council Sanctions List</a> , including the <a href="#">UN Security Council Resolution 1267/1989 list</a> ;
<b>Legal status – date and country of registration (to be attached to the submission)</b>	
<b>Nature of the proposing organization</b>	1. Non-profit Entity; 2. Community-based organization, 3. Research or training institution; 4. Non-for profit company; 5. Others (explain).
<b>Organization Website; Address; Phone</b>	
<b>Membership and affiliation to associations or umbrella groupings</b>	
<b>Organizations purpose and core activities; approach (philosophy); target population group</b>	
<b>Organizational structure, governance and administrative framework</b>	
<b>Number of members</b>	Full Time:                      Part Time
<b>Total Budget for most recent fiscal years</b>	
<b>Does your organization have a written accounting policies and procedures manual?</b>	Yes                      No
<b>Is your accounting system an automated double-entry system?</b>	Yes                      No
<b>Full financial statements including balance sheet,</b>	Yes (attached signed and stamped certified financial statements)



<b>income statement, cash flow statement and statement of shareholders' equity for 2018 and 2019 demonstrating a min yearly turnover of USD 200,000.</b>  <b>Statements shall be duly stamped and signed by the organization's Director and Chief Financial Officer/Chief accountant.</b>  <b>Audited financial statements for the same period shall be provided, if available</b>	No
<b>Years of experience - list experiences of your organization relevant to the proposed project</b>	Please fill in the History Form (Annex E)

#### **b. Implementation approach**

The proponent organization should describe the approach to implement the foreseen tasks described under point 4 in order to effectively deliver the expected outputs. The approach must ensure that the activities are a means to getting the intended outcome, including a detailed work plan.

**Implementation approach** description should be as specific as possible. It should clearly indicate the following information for each of the foreseen activities:

**What** will be done to complete the activities: provide a description of the proposed methodology and approach.

**Who** will be involved in the implementation of each activity and the overall project?

- Provide an overview of the proposed project team with names and titles (attaching the CVs of the personnel with focus on experience relevant for this proposal or the TORs for personnel to be engaged).
- Provide an indication of external organizations and individuals who will be involved as sub-contractors or sub-grantees under this project;
- List identified key stakeholders relevant to the implementation

**When** it will be done: beginning, duration, completion for the project and a **Gantt chart/schedule** with duration responsible party and indicator for each activity.

**Identify and list any major risk factors that could result in the implementation approach not delivering the expected results.**

Propose mitigation actions for the identified risks.

## II. Financial Proposal

### a. Proposal summary

<b>Indicative grant amount (not exceeding USD 50,000 to 60,000)</b>	
<b>Matching fund Amount and Sources (if any, this is not a requirement)</b>	Matching Fund amount (USD) and sources (specify if in cash or in kind, as this can also be in-kind contributions such as supervision or input from additional experts.)
<b>Total Project Budget (USD)</b>	Including co-funding

**INSTRUCTIONS**

The complete **budget proposal (b. and c.)** includes the development and management of a realistic budget paying careful attention to issues of financial management and integrity in order to enhance the effectiveness and best value for money. It must take into account the necessary resources to implement the foreseen activities and the expected outcomes. The following important principles should be kept in mind in preparing a project budget:

- Include only costs, which directly relate to efficiently carrying out the activities and producing the objectives, which are set forth above. Other associated costs should be funded from other sources;
- The budget should be realistic. Find out what planned activities will actually cost;
- The budget should include all costs associated with managing and administering the grant project. In particular, include the cost of monitoring and coordinating activities;
- Indirect costs:** reasonable admin cost up to 10% is allowed. These can include compensation of staff time (salaries) or required office costs related to the grant activities ;
- Grant funds shall be overall spent according to the agreed budget;
- All relevant, financial records should be made available upon request. These may be independently audited, and usually will become public information;
- Fill in the figures according to actual needs. If there is no expected expense in some categories, leave the columns blank. If there are other expenses beyond these categories, please adjust this table accordingly and specify.

The successful grantee will be required to maintain advances of UNOPS funds in dedicated and separate accounts to the Grantee's ordinary funds.

### b. Budget by Categories

A detailed breakdown of the below categories in **excel format will be required**, including:

- Breakdown of personnel with unit rates for each and total # of days;

- If sub-contractors are involved, estimated amount per sub-contractors and number of days of contract;
- If indirect costs are included (up to 10%), a breakdown of these must be provided i.e. compensation of staff time (percentage of salaries) or required office costs related to the grant activities.

Item	Budget
1. Personnel (detailed by positions and #hours/days)	
2. Contracts (sub-contractors and sub-grantees)	
3. Administrative costs (indirect costs)	
<b>Total Grant Project Cost</b>	

## Annex C - Grant Support Agreement

### Grant Support Agreement

IN SUPPORT OF

[Insert short grant activity or project title ]

GRANTEE NAME:

GRANT NUMBER: .../.../...../...../...

This Grant Support Agreement (hereinafter referred to as “Agreement”) is made between the United Nations Office for Project Services (hereinafter referred to as “UNOPS”) and [insert Grantee’s name and address] (hereinafter referred to as “Grantee”).

**WHEREAS** UNOPS desires to provide grant support to the Grantee in the context of the implementation of [insert short grant activity or primary project/programme description] (hereinafter referred to as the “Activity”), as more specifically described in Annex A, on the terms and conditions hereinafter set forth, and

**WHEREAS** the Grantee is ready and willing to accept such funds from UNOPS for the above-mentioned activities on the terms and conditions as herein set forth.

**NOW, THEREFORE**, the Grantee and UNOPS agree as follows:

#### 1. Agreement Documents

1.1 The following documents attached hereto shall be deemed to form an integral part of this Agreement in the following order of precedence:

- i. This agreement
- ii. Annex A: Terms of Reference
- iii. Annex B: Grant Budget
- iv. Annex C: Reporting
- v. Annex D: UNOPS General Conditions for Grant Support Agreements

1.2 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Grantee and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

#### 2. Purpose of the Agreement

2.1 The purpose of this Agreement is to provide support for the Activity being [insert short grant activity description] in [insert country] as described in Annex A (the Terms of Reference). None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex A.

2.2 Grant support is being provided to the Grantee on the condition that the action is implemented, and the funds are administered by the Grantee, in accordance with this Agreement.

### 3. Duration of this Agreement

- 3.1 This Agreement is effective and funds are granted by UNOPS as of [insert start date] or the date of the last signature below, whichever is the later.
- 3.2 Funds granted hereunder are available for program expenditures for the estimated period from the effective date specified in Clause 3.1 above to [insert end date].

### 4. Role of the Grantee

- 4.1 The Grantee shall:
- a. Have full responsibility for ensuring that the Activity is implemented in accordance with the Agreement
  - b. Be responsible, in the event of financial review, audit or evaluation for providing the necessary accounting documents
  - c. Be responsible for providing all documents and information to UNOPS which may be required under the relevant payment requests
  - d. Make the arrangements for providing the financial status documentation and financial guarantee, when requested
  - e. Ensure professional management of the Activity, including performance monitoring and reporting activities.

### 5. Grant Amount and Payments

- 5.1 UNOPS hereby grants to the Grantee the total amount of USD [insert US Dollar amount in figures and words] as shown in the Budget in Annex B.
- 5.2 Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone reports along with payment requests, subject to the Grantee's continued performance of its obligations under this Agreement:<sup>4</sup>

*[Note: Delete or insert milestones as required, but be sure to include the complete payment schedule with all milestones/payments that cover the entire term of the Grant Support Agreement.]*

**Milestone 1:** [insert us dollar amount in figures and words], upon signature of this Agreement by both parties.

**Milestone 2:** [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the first milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

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<sup>4</sup> Any advance payment made under the Agreement totalling more than USD30,000 of the total Grant Amount be conditional on the provision of a justification and subsequent approval by UNOPS. Moreover, following the receipt of such exceptional justification, UNOPS may, at its own discretion, further request the Grantee to submit documentation regarding its financial status together with reasonable cash flow estimates. Any advance payment exceeding USD250,000 shall be conditional on a financial guarantee of an amount equivalent to the advance payment.

**Milestone 3:** [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the second milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

**Milestone 4:** [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the third milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

**Milestone ...:** [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the final milestone summary report and final financial report on the use of Grant funds by the date specified in Clause 6.2.

5.3 Choose one of the following two clause options. Option A deals with the situation where the Grantee has a bank account. Option B deals with the situation where the Grantee has no bank account. Please delete the clause which is not relevant.

**Option A:**

All payments to the Grantee shall be in US dollars, and shall be deposited into the Grantee's bank account in accordance with the ATLAS vendor profile form completed and submitted by the Grantee to UNOPS.

or

**Option B:**

All amounts in this Clause 5 are expressed in US dollars but shall be paid to the **Grantee** in local currency, calculated by reference to the UN rate of exchange as at the month and year of the payment. Payment amounts shall be paid in accordance with the payment schedule set out in Clause 5.2 by cheque to the representative of **the Grantee** authorized in writing by **the Grantee** to accept such payment on its behalf.

5.4 The amount of payment of such Grant funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **Grantee** in the performance of the activities under this Agreement.

## **6. Reporting and Evaluation**

6.1 The Grantee shall submit to the following milestone reports during the life of this Agreement in the formats provided in Annex C, and in line with the above Payment Schedule (as per Clause 5.2):

- (a) To UNOPS, financial reports on the use of Grant funds [insert frequency, e.g. six months]; and
- (b) To [insert as applicable: UNOPS or funding source/client], milestone narrative reports every [insert frequency].

6.2 Within 90 (ninety) calendar days of the end date specified in Clause 3.2 above, the Grantee shall submit the following reports in the formats provided in Annex C:

- (a) To UNOPS, a final financial report on the use of Grant funds<sup>5</sup>; and
- (b) To [insert as applicable: UNOPS or funding source/client], the final narrative milestone summary report.

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<sup>5</sup> For total grants above US\$ 50,000 a certified final financial report is required.

6.3 Failure to submit the reports specified in clause 5.2 without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 16 of the General Conditions.

6.4 The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance of the reports referred to in clause 5.2 and the return of any unspent funds in accordance with this Agreement.

## 7. Special Conditions

7.1 [(1) list derogations to the General Conditions, or state 'None applicable'. (2) Please consider whether the agreement between UNOPS and the Funding Source(s) includes any requirement to flowdown certain provisions into the GSA; if so, they may be included as Special Conditions in consultation with IPAS Legal. (3) IPAS Legal to be consulted in all cases where the funding source (or one of the funding sources) is the EU/EC.]

## 8. Correspondence

8.1 All further correspondence regarding the implementation of this Agreement should be addressed to:

For UNOPS:	For the Grantee:
[insert name, address, e-mail, phone]	[insert name, address, e-mail, phone]

8.2 Any notice given by UNOPS or the Grantee shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses specified in Clause 8.1 above.

**IN WITNESS WHEREOF**, the undersigned, duly appointed representatives of UNOPS and of the Grantee, have on behalf of UNOPS and the Grantee, respectively, signed the present Agreement on the dates indicated below their respective signatures.

<b>FOR UNOPS:</b>	<b>FOR THE GRANTEE:</b>
<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div>[insert name] [title], [office]</div>	<div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div>[insert name] [title]</div>
Date (mandatory):	Date (mandatory):



## Appendix A

### TERMS OF REFERENCE:

Description and scope of grant activity/project

[Note for draft: Please include brief description of the selected proposal or a simple concept note<sup>6</sup> by the grantee]

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<sup>6</sup> The grant concept can be used for smaller grant support activities (below US\$ 50,000) often with small capacity community groups.

## Appendix B

### GRANT BUDGET

[Note for draft: Please include simple cost breakdown of the selected proposal or simple concept note<sup>7</sup> by the grantee]

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<sup>7</sup> The grant concept along with basic cost breakdown can be used for smaller grant support activities (below US\$ 50,000) often with limited capacity community groups.

## Appendix C

### REPORTING

[Note for draft: If possible, include accepted UNOPS sample formats as agreed with grantee]

D.1 Milestone report / final milestone summary report (narrative)

D2. Financial report (on the use of grant funds)

D.3 Final financial report (on the use of grant funds)

## Annex D - General Conditions

### GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS

#### 1. Liability and General Obligations of Grantee

- 1.1 The Grantee shall be responsible for complying with any legal obligations incumbent on them.
- 1.2 The Grantee shall carry out all activities for which it is responsible under this Agreement with due diligence and efficiency.
- 1.3 UNOPS shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activity's execution.
- 1.4 The Grantees shall make good any damage sustained by UNOPS as a result of the execution or faulty execution of the Activity.
- 1.5 Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that UNOPS shall not interfere in the exercise of such control. However, both the quality of the Grantee's work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNOPS. If at any time UNOPS is not satisfied with the quality of work or the progress being made toward achieving such goals, UNOPS may in its discretion (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Grantee; and/or (iii) seek any other remedy as may be necessary. UNOPS' determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Grantee insofar as further payments by UNOPS are concerned.
- 1.6 UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the Grantee.
- 1.7 The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

#### 2. Intellectual Property Rights

- 2.1 All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of this Activity, shall become the sole property of the Funding Source, unless otherwise stipulated in the Project Agreement.
- 2.2 The Grantee shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee's performance.

#### 3. Confidentiality

- 3.1 UNOPS and the Grantee undertake to preserve the confidentiality of any document, information or other material directly related to the Activity that is deemed or classified as confidential, where disclosure could cause prejudice to the other party.

#### 4. Allowable Costs

- 4.1 The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by UNOPS to be reasonable, allocable, and allowable in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and allowable costs apply:
- (a) Reasonable: shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
  - (b) Allocable costs: shall mean those costs which are incurred specifically in connection to the Agreement, and are provided in the estimated budget at Annex C.
  - (c) Allowable costs: shall mean those costs which conform to any limitations in the Agreement.
- 4.2 The eligible costs must be incurred during the period of the Activity, specified in Article 3 of the Agreement and recorded in the Grantee's accounts in accordance with accepted accounting procedures.
- 4.3 Prior to incurring a questionable or unique cost, the Grantee shall obtain UNOPS's written determination on whether the cost will be allowable.
- 4.4 It is UNOPS policy that no funds shall be paid as profit or fee to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to contractual relationships entered into by the Grantee under this Agreement.

## **5. Accounting, Audit and Records**

- 5.1 The Grantee undertakes to provide any detailed information requested by UNOPS to verify that the Activity and the provisions of the Agreement are being properly implemented.
- 5.2 The Grantee shall maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles [or applicable national legislation] to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation will as a minimum be adequate to verify all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Grantee's records and sub-Grantee records which pertain to this Agreement shall be retained for a period of seven years from the date of submission of the final financial report and may be audited by UNOPS and/or its representatives.
- 5.3 The Grantee shall furnish, compile and make available at all times to UNOPS any records or information, oral or written, which UNOPS may reasonably request in respect of the funds received by the Grantee.
- 5.4 UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds.
- 5.5 The Grantee shall allow UNOPS staff and outside personnel (including third party entities engaged by UNOPS) the appropriate right of access to sites and premises of the Activity, and to all records and information required in order to conduct a financial review or audit.
- 5.6 This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate Article 5.2 of this provision.

## **6. Bank accounts, Payment Advances and Refunds**

- 6.1 The Grantee shall maintain advances of UNOPS funds in dedicated and separate accounts to the Grantee's ordinary funds. Such accounts must be interest bearing, unless:
- (a) The Grantee receives less than \$100,000 in UNOPS awards per year;
  - (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on UNOPS cash balances; or
  - (c) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.
- 6.2 Interest earned on advances will be remitted to UNOPS. However, the Grantee may retain up to \$250 of interest earnings per account per year, for administrative expenses.

- 6.3 At the time the Agreement expires or is terminated, the following types of funds shall immediately revert to UNOPS:
- (a) Any balance of funds that has not been disbursed to the Grantee; or
  - (b) UNOPS has advanced funds to the Grantee, but the Grantee has not expended them.
- 6.4 Notwithstanding 6.3 (a) and (b) above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to UNOPS.
- 6.5 UNOPS reserves the right to require refund by the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Agreement. In the event that a final audit has not been performed prior to the closeout of this Agreement, UNOPS retains the right to a refund until all claims which may result from the final audit have been resolved between UNOPS and the Grantee.
- 6.6 The Grantee acknowledges that UNOPS and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to UNOPS or if this Agreement is rescinded, the Grantee acknowledges that UNOPS will have no further obligation to the Grantee as a result of such return or rescission.

## **7. Revision of Agreement Budget**

- 7.1 The approved Agreement budget is the financial expression of the Grantee's programme as approved during the award of the Agreement process.
- 7.2 The Grantee is required to report, in writing, deviations from budget and programme plans, and request prior approvals from UNOPS for any of the following reasons:
- (a) To change the scope or the objectives of the programme and/or revise the funding allocated among project objectives.
  - (b) To change a key person where specified in the Agreement, or allow a 25% reduction in time devoted to the project.
  - (c) Additional funding is needed.
  - (d) Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
  - (e) The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.
- 7.3 The Grantee is further restricted from transferring funds among cost categories. The Grantee is required to get the prior approval of UNOPS before making budget shifts which expect to exceed 50 % of the total Grant budget.
- 7.4 UNOPS is under no obligation to reimburse the Grantee for costs incurred in excess of the total grant amount specified in this Agreement. An increase to the total grant amount shall require an amendment to the Agreement in writing.
- 7.5 The total grant amount under this Agreement is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

## **8. Procurement of Goods and Services**

- 8.1 Where implementation of the Activity requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or

the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

- 8.2 The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.
- 8.3 Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 8.4 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

## **9. Sub-Grant Agreements**

- 9.1 Sub-grant agreements shall be made only with responsible Grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 9.2 All sub-grant agreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement. Whenever a provision within this Agreement is required to be inserted in a sub-agreement, the Grantee shall insert a statement in the sub-agreement that in all instances where UNOPS is mentioned, the Grantee's name will be substituted.
- 9.3 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the sub-grantees.

## **10. Third Party Claims**

- 10.1 The Grantee shall be solely liable for claims by third parties arising from the Grantee's acts or omissions in the course of performing this Agreement and under no circumstances shall UNOPS be held liable for such claims by third parties. The Grantee shall indemnify, defend, save and hold UNOPS harmless in respect of such claims. This indemnity shall survive the termination or expiration of the Agreement.

## **11. Non-expendable equipment**

- 11.1 Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.
- 11.2 The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with project funds supplied by UNOPS. The Grantee will submit an inventory of such equipment to UNOPS, indicating description, serial no., date of purchase, original cost, present condition, location of each item attached to each half yearly milestone report. Equipment purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex B throughout the duration of this Agreement.



- 11.3 Within 90 calendar days after the end of the Agreement, the Grantee will provide a list, for UNOPS' review and approval, of each item that has an acquisition value of USD 500 or more, with a corresponding detailed proposal relating to the future status of that item, namely whether it is intended for sale, transfer or donation. Where the Grantee sells the property, or item, it will transfer the proceeds of the sale to UNOPS within 30 calendar days.

## **12. Anti-corruption**

- 12.1 The Grantee warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the UN system.
- 12.2 The Parties declare their commitment to counteract corrupt practices in the execution of this Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as a corrupt practice.

## **13. Anti-terrorism**

- 13.1 The Grantee agrees to undertake all reasonable efforts to ensure that none of the UNOPS funds received pursuant to this Agreement are used to provide support to individuals or entities associated with terrorism and that the Grantee or any sub-grantees of any amounts provided by UNOPS hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list is established and maintained by the 1267/1989 Committee and can be accessed in the web page of the United Nations (<http://www.un.org>), or directly through the following link: [https://www.un.org/sc/suborg/en/sanctions/1267/aq\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

## **14. Child Protection**

- 14.1 The Grantee will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Grantee will undertake to protect children from abuse of all kinds in the implementation of the Activity. This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees.

## **15. Suspension**

- 15.1 Whenever UNOPS considers that the Grantee is not performing to a satisfactory standard, UNOPS may suspend, in whole or in part, the Activity under the Agreement in order to renegotiate and/or propose necessary amendments to the Agreement to redress the situation. When UNOPS suspends the Activity, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Activity.
- 15.2 The suspension will take effect on the date the Grantee receives the notification.
- 15.3 Upon receipt of a suspension notice, the Grantee shall not incur any costs relating to the Activity, or part of the Activity, which has been suspended.
- 15.4 The Activity, in whole or in part, which has been suspended, can be resumed once UNOPS and the Grantee have agreed on the terms of the continuation (including any extension of duration of the Activity). Any such agreement shall be in the form of a written amendment to the Agreement, pursuant to Article 17 of the General Conditions.
- 15.5 Any portion of this Agreement not suspended shall remain in full effect.

## **16. Termination**

- 16.1 UNOPS may terminate this Agreement at any time, in whole or in part, upon 14 calendar days' written notice to the Grantee, whenever it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, or where sufficient funds have not been made available to UNOPS by its funding sources.
- 16.2 This Agreement may be terminated at any time, in whole or in part, by UNOPS with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from UNOPS to the Grantee.
- 16.3 UNOPS may terminate this Agreement or portion of this Agreement with immediate effect upon written notice to the Grantee if it determines that corrupt, fraudulent or misrepresentative practices were engaged in by representatives of the Grantee during award or during the execution of this Agreement without the Grantee having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.
- 16.4 Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Grantee shall not incur costs after the effective date of termination.
- 16.5 The Grantee shall within 30 calendar days after the effective date of such termination repay to UNOPS all unexpended UNOPS funds which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by UNOPS to the Grantee prior to the effective date of the termination of this Agreement be insufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to UNOPS within 90 calendar days after the effective date of such termination a written request for payment covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Grantee under such claim in accordance with this Agreement. This provision must be included in all sub-agreements.
- 16.6 Any portion of this Agreement not terminated shall remain in full effect.

## **17. Amendment**

- 17.1 No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

## **18. Dispute Resolution**

- 18.1 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

## **19. Privileges and Immunities**

- 19.1 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations and/or UNOPS.

## **20. Protections Against Exploitation Sexual Exploitation and Abuse**

- 20.1 Grantee shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel or any other persons engaged and controlled by Grantee to perform any activities under the Agreement. For these purposes, sexual activity with any person less than eighteen years of age,

regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, Grantee shall refrain from, and shall take all reasonable and appropriate measures to prohibit its Personnel or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The United Nations shall not apply the foregoing standard relating to age in any case in which Grantee's Personnel or any other person who may be engaged by Grantee to perform any activities under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Grantee's Personnel or other such person who may be engaged by Grantee to perform any activities under the Agreement.