

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

**“Development of a guide on managing transparency of
Just Transitions”**

November 2021

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CALL FOR PROPOSALS (CFP)

1. Background

[The Initiative for Climate Action Transparency \(ICAT\)](#)¹ aims to help countries 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 GHG levels and 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.

The concept of Just Transitions has gained increasing attention as countries implement actions and policies to reach the objective of the Paris Agreement, to limit the increase in global average temperature to well below 2°C above pre-industrial levels. As countries transition away from carbon intensive production and consumption and towards sustainable and green economies, a greater awareness has developed of the need to ensure that these transitions are also fair and just.² This means that such transitions must consider the fundamental rights of all those involved, in particular the most vulnerable, and by doing so they can lead to positive climate and societal outcomes, and contribute to advancing justice and equality for all.

From this context, a significant need has emerged for more guidance on how to integrate and assess Just Transitions considerations in climate policies and actions, to facilitate the development of policies that support a rapid and fair transition. Transitions that are well-managed and supported by well-designed policies and actions lead to positive impacts on livelihoods and communities that in turn result in less public resistance to the changes involved in such transitions. Many developing countries that heavily rely

¹ ICAT is an unincorporated multi-stakeholder partnership steered 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 Ecological Transition (IMET), 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.

² As noted in the preamble to the Paris Agreement and highlighted in the Solidarity and Just Transition Silesia Declaration.

on fossil fuels, for instance, need to find ways to ensure that an energy transition does not leave behind workers in industries that will disappear and that societies and regions currently dominated by such industries are adequately supported. Credible policies and approaches that secure a just transition are based on evidence and backed by an M&E framework that allows for tracking and adjusting course as needed. This is in line with ICAT's approach to support countries in developing evidence-based climate policy.

ICAT is thus seeking a grantee to develop a guide to support countries in integrating in their measurement, reporting and verification (MRV) / transparency frameworks data and information to support Just Transitions and allow for tracking of progress. The guide should target government officials, representatives of civil society, and experts advising them. It should advise on data and data categories, as well as good practice processes for managing the MRV activities in a transparent manner. The guide will be an important addition to the existing [ICAT series of policy assessment guides](#), which aim to support policymakers and other users to assess the impacts of countries' climate policies and actions. In particular, the guide will provide an additional dimension that complements the existing [ICAT Sustainable Development guide and methodology](#).

2. Objectives and Scope of work

To develop a guide that supports the management of transparency of Just Transitions and equitable climate action, and enable integration of such data in countries' MRV / Transparency frameworks. The guide will enable developing countries to better integrate Just Transitions in climate policies and actions, so that they will lead to positive impacts across livelihoods and communities. The guide will enable users to define appropriate indicators and data sources and to conduct assessments of climate actions. It will provide clear and user-friendly guidance that will facilitate the inclusion of Just Transitions in planning and policy development as countries transition to low-carbon, climate resilient economies, including related stakeholder engagement.

A second objective will be to provide technical support to at least one country that has asked ICAT for support in developing a framework to assess the Just Transitions aspects of some of its key climate policies and actions, in particular those in its revised NDC. The grantee will be asked to provide technical advice and support to a team of national experts that will be hired separately using ICAT funds and operate under the guidance of a government official of the host country. Support and training to a wider set of stakeholders in the country may also be required. The proposal may also include identification of an additional country where such an application could be foreseen.

The country application(s) should advance in parallel to the drafting of the guide. It is envisaged to start with a brief preparatory phase to determine the basic methodological approach and then implement that approach through country project(s). The drafting of the guide can then benefit from the practical experience of the application(s), and feature templates and capacity building material developed for the application to ensure its practical nature.

Project duration

The grantee is expected to start activities in January 2022 and complete work within a period of 12-18 months. The grantee should include indicative timeframes for the work in their proposals.

3. Expected outcomes

In the above context, the selected grantee is to:

- A. Develop a guide that supports the management of transparency of Just Transitions and equitable climate action and related processes; and
- B. Support national processes through technical advice and training in at least one country in developing a framework to assess the Just Transitions aspects of some of its key climate policies and actions, in particular those in its revised NDC.

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. The deliverables are subject to review and endorsement by the ICAT Secretariat and other experts.

Activity 1: Information gathering and developing a detailed proposal and structure for the approach

- a. Conduct a literature review of relevant literature and existing work on the topic, as well as interviews/discussions with relevant experts;
- b. Develop a proposal based on key findings from the review. The proposal must have a clear structure and include relevant types of indicators and data to help in tracking and assessing just transitions and equitable climate action, which can be adapted to different contexts. For example (list is non-exhaustive):
 - Existing data sources that would enable tracking of:
 - Clean energy jobs gained / carbon-intensive jobs lost (including at local and regional levels).
 - Potential for other local industries / manufacturing / replacements.
 - Community economic indicators in affected localities / regions.
 - Social protection and worker training policies to enable employment shifts.
 - Trade-offs and displacement of jobs.
 - Access to clean energy / sustainable transport / sustainably produced food, health benefits.
 - Potential increases in costs of essentials as a result of transition measures (e.g. price of food).
 - Data categories that could be tracked include:
 - Local context: political, social, economic, and environmental conditions.
 - Impacts on indigenous people and ethnic minorities, race, age and gender dimensions.
 - Impact on rural communities, farmers, fisherfolk and those relying on natural resources for their livelihoods.

- Impacts on informal employment and livelihoods.
 - Quantitative impacts of climate policies on employment: job creation, job substitution, job elimination, job transformation and redefinition.
 - Qualitative impacts of climate policies on employment: income levels in climate-friendly industries,³ income levels for displaced workers in affected sectors, social protection, safe working conditions, respect for rights at work and effective social dialogue.
- c. Ensure users from developing countries are able to choose indicators that are most relevant to them;
- d. The proposal should cover both indicators together with relevant processes including:
 - Defining indicators and selecting data with stakeholders and stakeholder participation. This should be in line with the existing [ICAT Stakeholder Participation guide](#).
 - Defining users and user needs.
 - Defining data collection processes;
 - Benchmarking from scenario modeling of results to be assessed against actual outcomes.
 - Consideration of how to track just transition initiatives and processes, and how to track equity implications of transitions in different sectors: ex-ante, during implementation and ex-post.
- e. Upon completion of this deliverable, the grantee will provide a detailed draft proposal and structure of the guide to the ICAT Secretariat and other relevant stakeholders and experts for review, and implement any recommended changes as indicated.

Outputs:

- Detailed proposal and structure for the guide.
- Presentation of detailed proposal and structure to the ICAT Implementing Partners.

Estimated Timeline:

2 months

Activity 2: Application of the approach

Coordinate the application of the approach developed in at least one ICAT country. The ICAT Secretariat will provide support for the identification of the country but the grantee may also propose a country in responding to this CfP. The application of the approach should occur in parallel with Activity 3, such that the country application and production of the draft guide should be completed within the same time period. The grantee's proposal should be tailored to one developing country but also include an indication of the work needed to expand the application of the methodology to additional developing countries.

³ This would encompass both mitigation (low-carbon) and adaptation (climate-resilient).

2.1 Preparatory phase

The application would be preceded by a *preparatory phase* to define the remit of the ICAT project for the country to:

- Prepare country profile giving an overview of the state of climate policy and related country-specific challenges and needs;
- Map key country actors responsible for undertaking and ensuring transparency of climate policies and actions as well as policy makers, relevant research institutions, private sector associations and national MRV practitioners;
- Map other international support programmes and activities running or planned in the country and identify potential overlaps and areas of collaboration with the ICAT activities;
- In close collaboration with the country focal point and the ICAT Secretariat, develop country specific work plan and budget, identifying realistic and tangible deliverables as well as expected outcomes and impacts in line with the national priorities and ICAT's overarching mission and its results framework. If applicable it should also list other ICAT tools or methodologies to be applied and possible peer-to-peer learning activities;
- Estimate resource needs for in-country activities - in particular national consultants or a national consultancy, and draft the ToRs for these national experts.

Sub Outputs

- Scoping report including the current status, mapping of stakeholders, the areas of priority, and transparency support and the capacity building needs;
- Inception workshops with key stakeholders, technical implementing partner(s) and the Secretariat for each country to agree on the work plan elements as well as the capacity building needs for the country;
- Country work plans and a budget for the required resources based on the country allocations defined by the ICAT Secretariat, shared with the ICAT Secretariat for endorsement. These resources will be paid directly by UNOPS to the countries (following the signature of Project Cooperation Agreements between the countries and UNOPS) and will be used in the countries for national experts, expert institutions and/or workshops and related training activities. In some instances, and where required, the grantee may be required to receive funds on behalf of the beneficiary countries and apply these funds based on agreed priorities and endorsed work plans.

2.2 Support the Country Application of the approach

Work should include technical support and training activities including:

- Provide technical advice, input and support to countries in the selection of the national consultants/expert institution, responsible for the implementation of the work plan and budget at the national level. In some instances, and where required, undertake the recruitment process of national consultants/institution on behalf of the countries;
- Together with the national consultants/institutions, provide technical advice and support in the implementation of: i) engagement of relevant stakeholders, including potential experts to be involved in the implementation of the work plan activities; and ii) country specific support and training related to Just Transitions;

- Support the national consultants engaged by the country on preparation of reports by advising on content and review of the reports to ensure quality. The country work plan may also include other deliverables such as workshops and trainings where the role of the grantee is similar but may also include an active role as a presenter and trainer;
- Develop and implement support activities and training modules in line with the work plan developed for the country and specific needs;
- Provide technical input and support to the development of country deliverables and review reports prepared for technical accuracy and quality.

Sub Outputs:

- Reports on progress in building capacity and application of the approach;
- Capacity-building, training and other technical material;
- Review of country reports as prepared by the national experts in the context of the country project;
- Training activities delivered as defined in the programme;
- Assessment reports on training activities implemented.

2.3 Outreach, project management support and coordination of activities:

During country project implementation the grantee shall:

- Support outreach activities and content management of knowledge products, including drafting of regular progress summaries, preparing case studies, and running webinars/workshops;
- Alert the Secretariat and ICAT implementing partners well in advance of planned outreach and workshops with the aim of coordinating outreach efforts and enhanced visibility of results achieved;
- Encourage peer-to-peer exchange and south-south cooperation during the implementing among the countries being supported by the implementing partner and other ICAT countries;
- Ensure technical support and approaches are fully coordinated in the Initiative through active participation in monthly meetings with ICAT implementing partners, sharing of information of progress, lessons learnt, foreseen risks and bottlenecks and opportunities.

Sub Outputs:

- Active participation in ICAT Initiative Coordination Team, the Country and Toolbox Group, ICAT communications forum and other Initiative meetings, including at international events;
- Timely provision of progress reports and deliverables described under Activities 2.2 and 2.3;
- Outputs and outreach material developed under this project ensure ICAT visibility and maximize lessons learnt.

Outputs:

- Application of the methodology in at least one ICAT country.
- Integration of findings from the country application into the draft of the guide.

Estimated Timeline:

8-10 months (in parallel with Activity 3)

Activity 3: Production of a draft of the guide

- a. Complete the production of the draft of the guide based on the agreed proposal and structure;
- b. Ensure the guide is easy to understand and straightforward to use, so that users are guided through each step of the assessment process. The guide should also be tailored to users from a broad range of developing countries;
- c. Ensure formatting, style and content are in line with the series of ICAT policy assessment guides, including visual elements and graphics, for online publishing. The ICAT Secretariat will provide guidance on the style and formatting to be used;
- d. Upon completion of this deliverable, the grantee will provide a draft of the guide to the ICAT Secretariat and relevant partners for review.

Outputs:

- Draft of the guide on managing transparency of Just Transitions.
- Presentation of draft guide to the ICAT Implementing Partners.

Estimated Timeline:

8-10 months (in parallel with Activity 2)

Activity 4: Review and Finalisation of the guide

- a. Complete the production of the draft guide, including lessons learnt and material (templates, capacity building and training material) from the country applications, and ensure it is ready for use;
- b. Perform and manage a robust review process for the guide amongst relevant experts. The grantee should propose relevant reviewers, additional reviewers may also be suggested from ICAT, as appropriate. The review may also include interviews or discussions with experts, and with certain countries;
- c. Address comments and feedback from reviewers, and revise and finalise the guide accordingly based on feedback received.

Outputs:

- Final version of the guide on managing transparency of Just Transitions.

Estimated Timeline:

2-4 months

Activity 5: Implementation and outreach of the guide

- a. Support outreach activities in coordination with ICAT, to enhance the visibility of the guide;

- b. Ensure technical support and approaches are fully coordinated in the Initiative through active participation meetings with ICAT implementing partners, where relevant.

Outputs:

- Production of outreach material for the guide, including webinars and training, and a case study based on the application of the methodology and country support.
- Participation in webinars and outreach events.
- Timely provision of progress reports and deliverables.
- Outputs and outreach material developed under this project ensure ICAT visibility and maximize lessons learnt.

Estimated Timeline:

Ongoing

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, attaching necessary supporting documents to assist the submission.
When to submit? Deadline: 14 December 2021 (by 23:59, Copenhagen, Denmark Time)
Questions and clarification? Please contact Hannah Swee at hannahs@unops.org , no later than 7 December 2021 (23.59, 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

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 will be based on the criteria outlined in the Call for Proposals and will include 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.

After completion of the evaluation, but prior to award, UNOPS reserves the right to conduct background checks on the applicant recommended for award to confirm that the applicant meets the eligibility, qualifications and technical requirements set forth in this CFP, and reject applicants deemed to have not met such requirements.

The weightings of technical and financial proposals shall be 70%-30%.

6.1 Eligibility and Formal Requirements

Upon the opening of the proposals, UNOPS shall proceed to a Preliminary Examination of the proposals to confirm that all documents and technical information requested in this CFP have been provided, and UNOPS will assess the completeness of each document submitted. UNOPS may, without further consultation with the applicant(s), reject any proposal, during the Preliminary Examination stage, that does not comply with the formal eligibility requirements set out in this CFP.

Proposals that are incomplete or contain material deviations from, or reservations to, the terms of the Grant Support Agreement and its General Conditions (attached as Annex D and Annex E), may at the absolute discretion of UNOPS, be rejected or excluded from further consideration at any time during the evaluation, including after the Preliminary Examination.

6.2 Technical Evaluation

The applicant's Technical Proposal should be submitted in line with Annex B. It shall be evaluated and scored based on its compliance with the Technical Evaluation criteria specified in the table below. If a Technical Proposal does not achieve a minimum threshold of 70% of the maximum obtainable points, it will not be considered for further evaluation.

6.3 Financial Evaluation

The Financial Proposal will only be assessed for grant applicants that achieve the minimum threshold score for the Technical Proposal. Technical Proposals that score above this threshold shall be checked for any arithmetic errors in computation and summation.

7. Evaluation Criteria

7.1 Eligibility and Formal Requirements

This criteria will be reviewed on a Pass/Fail basis. Any organisation that fails one or more of the eligibility criteria, or fails to submit any of the relevant documents requested is automatically disqualified from the evaluation process:

No.	Requirements/Qualification Criteria	Remarks
1	Grant applications shall only be accepted from non-governmental organizations, research and training institutions, community based organizations, or private companies with the ability to operate on a no-profit basis.	Applicant must provide: 1. Proof of registration
2	Demonstrated experience (of at least 3 years) in working with issues relevant to climate change in developing countries.	Applicant must submit: 1. Previous Experience Form
3	Demonstrated experience (at least 3 years) in research, policy analysis, and capacity building activities related to MRV or climate action transparency and some (at least 1 year) experience on research related to socio-economic policy impacts.	Applicant must submit: 1. Previous Experience Form; and 2. Final report and/or reference letter from the most recent non-UNOPS project(s)
4	Organisation must have administrative capacity for annual financial turnover of at least USD 100,000.	Applicant must submit: 1. Certified financial statements for 2019 fiscal year; and 2. Certified financial statements for 2020 fiscal year. The financial statements shall include balance sheets, income statements, cash flow statements and statements of shareholders' equity for 2019 and 2020 demonstrating a min yearly turnover of at least USD 100,000. Statements shall be duly stamped and signed by the organization's Director and Chief Financial Officer/Chief accountant. Audited financial statements for the same period shall be provided, if available.
5	Demonstrated capacity to work in English.	Must be clearly indicated in the CVs of proposed personnel.

7.2 Technical Criteria

The Applicants' proposals must adhere to the criteria below:

Scoring

- 3 = Exceeds requirement
- 2 = Meets requirement
- 1 = Partially meets requirement
- 0 = Does not meet requirement

Evaluation Areas	Score and Weight
Section A - Organizational Background & Capacity (Weight: 60)	
Organization has demonstrated history (in terms of years and depth and relevance of engagement) working with governments, financial institutions, private sector entities and/or non-government entities in developing countries on similar activities as those covered by this CfP.	/3 (25%)
Organization has demonstrated capacity and experience (in terms of number of years and depth of engagement) in analytical work related to policies relevant for climate change and sustainable development.	/3 (25%)
Organization has demonstrated experience (in terms of number of years and subject matter covered) in developing tools and/or guidelines to be applied in a climate policy context.	/3 (25%)
Organization has demonstrated experience (in terms of number of years and depth of engagement) in capacity building activities in developing countries.	/3 (25%)
Section B - Design of the proposed implementation approach (Weight: 40)	
Proposal includes relevant actions and tasks clearly linked to the achievement of the desired outcomes. A high level of knowledge on the topic (just transitions) and understanding of climate policy and transformational change in a developing country context is reflected.	/3 (25%)
Proposal presents a realistic strategy to achieving the stated objectives and results in terms of sequencing of activities, and includes a sound implementation plan and timeline.	/3 (25%)

Proposed project team has the relevant technical skill-set to implement project activities. <u>Note:</u> The CVs of proposed personnel are to be included in the submission.	/3 (25%)
Proposal presents a sound plan for stakeholder engagement, including consideration of the review process for the guide.	/3 (10%)
Proposal provides a thorough and innovative plan on dissemination of knowledge on the guide.	/3 (10%)
Both internal and external risks are duly considered and the proposed mitigation actions are appropriate.	/3 (5%)
Section C - Other	
Applicant has capacity to implement Activities 1, 2, 3 and 4 as listed in Section 4 of this CFP.	Yes/No

7.3 Financial Criteria

Scoring

- 3 = Exceeds requirement
- 2 = Meets requirement
- 1 = Partially meets requirement
- 0 = Does not meet requirement

Evaluation Areas	Score
Grant budget considers the 10% cap for indirect costs.	/3 (33.3%)
Overall budget is realistic and accurate i.e. are activities appropriately budgeted and including categories eligible for support.	/3 (33.3%)
Budget breakdown by category ensures best value for money i.e. the costs are effective as justified by the seniority/expertise of the proposed team and optimization of resources.	/3 (33.3%)
Organization provides matching of grant funds or in-kind contribution.	Yes/No

8. 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

Proponent (please indicate principal applicant)	
In the case of a consortium, please list all partners and indicate the principal applicant	
Please list the number of activities included in the proposal (ref the activity number under point 4 above)	
Organization Registration No.	
UN Sanction	Confirm that the supplier is not included in the Consolidated United Nations Security Council Sanctions List , including the UN Security Council Resolution 1267/1989 list ;
Legal status – date and country of registration (to be attached to the submission)	
Nature of the proposing organization	1. Non-profit Entity; 2. Community-based organization, 3. Research or training institution; 4. Non-for profit company; 5. Others (explain).
Organization Website; Address; Phone	
Membership and affiliation to associations or umbrella groupings	
Organizations purpose and core activities; approach (philosophy); target population group	
Organizational structure, governance and administrative framework	
Number of staff members/personnel	Full Time: Part Time
Total Budget for most recent fiscal years	

Does your organization have a written accounting policies and procedures manual?	Yes No
Is your accounting system an automated double-entry system?	Yes No
Full financial statements including balance sheet, income statement, cash flow statement and statement of shareholders' equity for 2019 and 2020 demonstrating a min yearly turnover of USD 100,000 Statements shall be duly stamped and signed by the organization's Director and Chief Financial Officer/Chief accountant. Audited financial statements for the same period shall be provided, if available	Yes (attached signed and stamped certified financial statements) No
Years of experience - list experiences of your organization relevant to the proposed project	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 Section 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

Proposed grant amount	
Matching fund Amount and Sources (if any, this is not a requirement)	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.)
Total Project Budget (USD)	Including co-funding

INSTRUCTIONS

The complete **budget proposal (b.)** 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)	
Total Grant Project Cost	

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:⁴

[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.

⁴ 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 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].

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 funds⁵; and

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

- (b) To [insert as applicable: UNOPS or funding source/client], the final narrative milestone summary report.

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 All ICAT outreach material developed or prepared as a consequence of or in the course of the performance of this Activity, shall include the ICAT logo. All publications developed or prepared as a consequence of or in the course of the performance of this Activity shall include the ICAT logo and the following disclaimer:

“All rights reserved. No part of this publication may be reproduced, stored in a retrieval system or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, for commercial purposes without prior permission of UNOPS. Otherwise, material in this publication may be used, shared, copied, reproduced, printed and/ or stored, provided that appropriate acknowledgement is given of UNOPS as the source. In all cases the material may not be altered or otherwise modified without the express permission of UNOPS”.

7.2 Clause 2.1 from Annex D is substituted by the following clause:

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 as a direct output of the country work plan(s) developed for the Country(ies) receiving technical support under this GSA, as detailed further in activity 1 and 2 of section 3 of Annex A, shall become the sole property of the recipient Country(ies). The recipient Country(ies), shall, in turn, grant to the Grantee, UNOPS and its Donors a perpetual, royalty-free, non-exclusive and non-transferable license on the intellectual property or other proprietary rights developed by the recipient Country(ies) under the relevant Project Cooperation Agreement(s) for non-commercial purposes. However, all Materials generated directly by the Grantee under section 3 of Annex A shall remain the sole property of UNOPS, which shall grant to the Grantee a perpetual, royalty-free, non-exclusive and non-transferable license on the intellectual property or other proprietary rights developed under this GSA for non-commercial purposes.

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]

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.

<p>FOR UNOPS:</p> <p>[insert name] [title], [office]</p> <p>Date (mandatory):</p>	<p>FOR THE GRANTEE:</p> <p>[insert name] [title]</p> <p>Date (mandatory):</p>
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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 note⁶ by the grantee]

⁶ 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 note⁷ by the grantee]

⁷ 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/ag_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 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.

Annex E - Grantee History Form

CFPs reference no: [insert CFP reference No.]

Name of proponent organization: [insert name of Bidder]

Project Title and a brief description	Country	Total amount of Contract	Contract Title and Contact details of Client (Name, Address, telephone, email, fax)	Year project was undertaken