

Grant Support Agreement

IN SUPPORT OF
THE LIVES IN DIGNITY GRANT FACILITY

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 the Lives in Dignity Grant Facility (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 and in conformity with its proposal submitted to UNOPS pursuant to the Call for Proposals on [DATE], [(and as relevant)] and the tripartite Partnership Agreement signed with the Grantee, UNOPS, [Partner B] on [DATE], .

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. Partnership Agreement signed between UNOPS, Grantee A, and Grantee B
- ii. This Agreement
- iii. Annex A: Description of the Action
- iv. Annex B: Grant Budget
- v. Annex C-1: Quarterly Partners Statement - p.9
- vi. Annex C-2: Reporting Templates - p.10
- vii. Annex D: UNOPS General Conditions for Grant Support Agreements - p.20

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 (Description of the Action). 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 for contracting an audit firm to conduct annual audit of their grant project
- c. Be responsible, in the event of financial review, LiD Grant Facility audit or evaluation for providing the necessary accounting documents
- d. Be responsible for providing all documents and information to UNOPS which may be required under the relevant payment requests
- e. Make the arrangements for providing the financial status documentation and financial guarantee, when requested
- f. Ensure professional management of the Activity, including performance monitoring and reporting activities.
- g. The Grantee shall notify UNOPS without delay of any circumstances likely to jeopardize the performance of the activities.
- h. The Grantee shall, to the fullest degree possible in line with its constitutional, legal, and contractual obligations, enable UNOPS to fulfill its obligations under its Contribution Agreement with the EU. In this regard, the Grantee shall give favourable consideration to any request made by UNOPS that is reasonably required for the implementation of the Action;
- i. The Grantee shall respect the principles of Sound Financial Management, transparency, non-discrimination and and visibility of the European Union in implementing the activities.
- j. The Grantee shall promote the respect of human rights and respect applicable environmental legislation, including multilateral environmental agreements, as well as internationally agreed core labour standards. The Grantee shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

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:¹

[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 #	Amount	Deliverables	Target Payment Date
1	XXX USD	Upon signature of the Agreement by both parties, and receipt and acceptance of an invoice by UNOPS	
2	XXX USD	Upon approval by UNOPS of the Q1/Y1 reports and invoice	
3	XXX USD	Upon approval by UNOPS of Q3/Y1 reports and invoice	
4	XXX USD	Upon approval by UNOPS of the: - annual reports - audit report - asset verification report - invoice	
5	XXX USD	Upon approval by UNOPS of Q2/Y2 reports and invoice	
6	5% of the Agreement amount	Upon approval by UNOPS of the: - final reports - final audit report - final asset inventory list	sixty days after the closing date of the grant

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 UNOPS 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

¹ 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.

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.
- 5.5 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.
- 5.6 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.
- 5.7 UNOPS may request additional information at any time, providing the reasons for that request. Subject to the Grantee's rules and regulations, such information shall be supplied within twenty (20) days of receipt of the request. The Grantee may submit a duly motivated request to extend the deadline.

6. Special Conditions

- 6.1 In addition to the general conditions, the grantee is required to:
- attend monthly update calls with UNOPS
 - submit monthly data reports (12th of the following month)
 - submit quarterly reports (21st of the following month),
 - submit annual report (30th of the following month) following templates provided in Annex C
- 6.2 Where the Grantee has entered into a **partnership** with **[INSERT ENTITY2 NAME]** for the purpose of implementation of the Activities pursuant to their joint proposal submitted to UNOPS found in Annex A, the Grantee shall be jointly and severally liable for all obligations and deliverables identified in the Partnership Agreement and Annex A, unless otherwise agreed to in writing between the Parties.
- 6.3 In supplement to any provisions regarding liability, the Grantee agrees to the following:
- Liability towards third parties.
- 6.3.1 UNOPS shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Grantee while the Project/Activity is being carried out, or as a consequence of the Project/Activity. UNOPS shall therefore not accept any claim for compensation or increase in payment in connection with such damage or injury.
- 6.3.2 UNOPS shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Project/Activity.
- 6.3.3 The Grantee shall discharge UNOPS of all liability associated with any claim or action brought as a result of an infringement of the Grantee's rules or regulations committed by the Grantee, the Grantee's employees or individuals for whom those employees are responsible, or as a result of a violation of third party's rights in the context of the implementation of the Project/Activity.

6.4 Financial Reporting (choose option A or B)

Option A:

- 6.4.1 Installments received in USD: The grantee shall convert expenditure in non-US dollars to US dollars using the exchange rate applied by the local bank when receiving the different tranche payments of the

grants, using the following method: expenditure will be converted using the exchange rate at the 1st tranche payment was received by the grantee until the funds received through 1st tranche payment are exhausted. Then grantee will then use the exchange rate at the date of 2nd tranche until funds received through 2nd tranche payment are excused, and so on.

Option B:

6.4.1 Installments received in LCY: The grantee shall convert expenditure in non-US dollars to US dollars using the exchange rate provided by UNOPS (UNROE) at the date of disbursement / when receiving the different tranche payments, using the following method: expenditure will be converted using the exchange rate at the 1st tranche payment was received by the grantee until the funds received through 1st tranche payment are exhausted. Then use the exchange rate at the date of receipt of the 2nd tranche until funds received through 2nd tranche are excused, and so on.

6.5 Data Protection

6.5.1 The Grantee shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.

6.6 Communication and visibility

6.6.1 The Grantee shall act in accordance with the Communication and Visibility Guidance and other related documents as provided at the start of the Action, insofar as it relates to the Project/Activities for which the Grantee is responsible. The Grantee must comply with all communications-related reporting requirements.

6.6.2 Unless UNOPS otherwise directs, the Grantee shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action² published by the European Commission.

6.7 Ex Post Publication of information on Contractors and Grant Beneficiaries

6.7.1 The Grantee consents to publication by UNOPS on the internet of the following information: title of the contract/agreement/project, nature and purpose of the contract/agreement/project, name and locality and amount of the contract/agreement/project, unless the Grantee states with reasons, and UNOPS agrees, that such disclosure risks threatening recognised rights, freedoms or commercial interests of the Grantee.

7. Correspondence

² See here: https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en

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

For UNOPS: [insert name, address, e-mail, phone]	For the Grantee: [insert name, address, e-mail, phone]
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7.2 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 7.1 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.

FOR UNOPS: _____ [insert name] [title], [office] Date (mandatory):	FOR THE GRANTEE: _____ [insert name] [title] Date (mandatory):
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ANNEX A

TERMS OF REFERENCE:

Description and scope of grant activity/project

Applicant project proposal

ANNEX B

GRANT BUDGET

Applicant project budget

ANNEX C-1 - QUARTERLY PARTNERS STATEMENT**Quarterly Partners Statement**

[Partner 1] and [Partner 2], implementing the project [indicate name of the project], hereby submit the quarterly report in line with the partnership agreement signed on [date] and the Grant Support Agreements signed with UNOPS separately by each partner.

We acknowledge having maintained the partnership going during the reported quarter through the following collaboration: [specify regular meetings, tasking, emails, other].

In line with the Partnership Agreement, [Partner 1] and [Partner 2] reiterate that they are severally liable for the deliverables and intended results/outcomes of the project. Therefore we confirm having detailed knowledge of each partner's achievements over the past quarter and reiterate our willingness to continue working together along the lines of the Partnership Agreement.

[Feel free to add additional comments as needed]

Partner 1:

Signature:

Name, position & Entity:

Date:

Partner 2:

Signature:

Name, position & Entity:

Date:

[Add other partners if more than 2 partners]

ANNEX C-2 - REPORTING

[Project Title]

Grant Reference Number: **[Insert Ref. No]**

Quarterly Report

Date of Submission: **[Day Month Year]**

Reporting Period: **[e.g. 1 January 2021 to 31 March 2021]**

[Insert Organization Name]

[Insert Project Location]

For:

United Nations Office for Project Services (UNOPS)

APPENDICES:

APPENDIX A: PROGRESS AGAINST LOGICAL FRAMEWORK
APPENDIX B: PROGRESS AGAINST TIMELINE
APPENDIX C: COMMUNICATIONS SUCCESS/IMPACT STORIES
APPENDIX D: CASE STUDY REPORT
APPENDIX E: FINANCIAL REPORT (not attached) - almost similar to CFP budget
APPENDIX F: ASSET LOG UPDATE (separate excel sheet) -
APPENDIX G: RISK/ISSUE LOG UPDATE (not attached) - similar to CFP risk log

Guidance notes are in italicized blue type. Please delete before submission.

1. Executive Summary

[Outline the main developments, achievements, challenges faced by the project in the reporting period. Also note any significant issues or risks which have escalated including changes to the operating environment which could positively or negatively impact on project delivery. This section is useful for the Facility Manager to get a quick overview of the report. It is suggested to use bullet points, one page maximum.]

2. Displacement context

[Please describe briefly any important changes related to forced displacement and operational environment in the context you work in that took place during the reporting period. For instance, please note any new important displacements, possible future displacement risks and whom they would concern, changes in displacement patterns or in national laws or policies affecting displaced persons etc. It is suggested to use bullet points.]

3. Progress

3.1 Logical framework and implementation

3.1.1 The Logical Framework has been updated in Appendix A to show progress against the Outputs and Outcomes specified in the Grant Support Agreement.

3.1.2 The Timeline is also updated at Appendix B to show progress against the original timelines indicated by the Grantee.

3.1.3 [Please describe progress made towards the delivery of outputs and achievement of outcomes on each theme that your project addresses and reflect upon the progress made in implementing an integrated approach. It is mandatory to fill Annex A (Indicator Monitoring Tracker) and to provide explanations for any activities, outputs or outcomes where there has been a deviation from the implementation plan, or where progress towards targets is not on track. Describe the reasons, any course correction required or efforts that will be made to expedite progress. Be concise and factual.]

3.1.4 Describe progress made towards incorporating cross-cutting issues as environment and climate-change adaptation and mitigation, gender and inclusion as well as COVID-19 prevention and resilience to its impacts. For example, any specific events that highlighted gender responsive programming, impact on sustainability or positive environmental impact can be noted here.

3.1.5 Describe any additional achievements that do not relate directly to the logframe or implementation plan.

3.2 Monitoring and Evaluation

3.2.1 Describe all monitoring activities that were undertaken by your organisation to ensure that activities were implemented in line with relevant outputs and outcomes. Note any issues and how they are being addressed and changes in monitoring plan and its cause, if any.]

3.3 Communications

3.3.1 Briefly summarise progress related to your communications and visibility strategy made during the quarter (maximum of two paragraphs)

3.3.2. Submit a success/impact story from the project. See Annex C for more details and the framework to use.

4. Lessons learned

[Briefly describe any lessons learned during the implementation of the grant thus during the quarter. It is mandatory to record any lessons from a Board of Inquiry or any other relevant inquiry (such as evaluations or audits) that apply to the grant.

Lives in Dignity Grant Facility approaches lessons learned as a key input to knowledge building based on what does and does not work and we also encourage you to share learning from mistakes and failure. Any type of lessons learned could be reported to the LiD Grant Facility. Among others, lessons learned related to assessments, analysis, planning, programming, coordination, leadership, funding and monitoring and evaluation are sought. Also any identified incentives or enablers to carry out project implementations can be shared. The lessons learned may also be about certain types of problems the project aims to address or types of interventions - anything that you think could help other LiD Grant Facility IPs and others working in this area better support communities in the future.

LiD Grant Facility will regularly collate lessons learned to share with other grantees and stakeholders in order to further develop and improve the interventions to support the self-reliance of those affected by displacement.

Topic ³	Context ⁴	Lesson Learned

5. Partnership Management

Please describe how the collaboration is going and how the project was coordinated during the quarter (meetings, exchange, planning) is going and any issues in this regard.]

6. Stakeholder Management

[Briefly describe any stakeholder communications or dialogue pertinent to the project.]

7. Expenditure

8.1. The project has spent [X]% of the budget and [X]% of time has passed. Expenditure [is]/[is not] on track.

[Describe any variance to the original (or formally amended) Budget and confirm whether full expenditure is forecast. Mention any procurement delay affecting the implementation of the project activities.

Fill Annex D: Financial Report]

8.2. Sub-grants:

[Provide similar information to 8.1 but related to your sub-grants. If no sub-grants are included in the Grant Budget, delete this section]

8. Human Resources

The project [is/is not] fully staffed.

[Describe any other relevant HR update that may have an impact on the delivery and management of project activities.

³ Topics can be: Financial Management, Project Management, Activity Implementation, M&E...

⁴ Briefly describe what lead to the lesson learned

It is mandatory to report any investigations relating to Protection Against Sexual Exploitation and Abuse (PSEA) and Discrimination.]

9. Risks & Issues

[Update Appendix F and highlight in this section any key new risk or issue that arose during the reporting period].

10. Expected Amendment to the Agreement

Do you plan/expect a need to amend, in the next three to six months, the current Funding Agreement you have with UNOPS for the implementation of this project? **Y/N**
If yes, please provide details (budget, logframe, timeline)

11. Recommendations/questions/concerns for Lives in Dignity Grant Facility Manager.

Please feel free to mention any comment/questions that you would like to highlight in order to improve the relationship between UNOPS and your entity throughout the implementation of the project.

APPENDIX B: IMPLEMENTATION PLAN

[Report against the implementation plan from your submitted Grant Application Template. Use a black **X** to indicate where activities are on track and will be implemented in accordance with the original plan. Use a red **X** to indicate where the implementation plan has changed and use the "Comment" column to explain how and why.]

Output No 1: (Insert)											
	Schedule of Activity per Quarter										
Activity	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Comments
1.1	X										
1.2	X										
1.3											
1.4											
Output No 2: (Insert)											
Activity	1	2	3	4	5	6	7	8	9	10	Comments
2.1											
2.2											
2.3											
2.4											

APPENDIX C: COMMUNICATIONS SUCCESS/IMPACT STORIES

Success story	
Organization:	
Location:	
Written by:	Name, email address
Photo credit:	

The LiD Grant Facility team will be looking for regular success/impact stories from projects funded in order to generate interest in, and field news out, about the work of the projects and the Facility more generally. Each quarter, each project funded is expected to identify a great story, one that is local to the project but which has global resonance, (we can help edit, it needn't be publication-ready) and couple it with great visuals. Alternatively, shoot and edit a video about the project and the people it is positively impacting. All content provided and in line with the requirements below will be featured on the LiD Grant Facility website, and be used across the LiD and partner social media and other digital channels. These stories will also be the basis of a lot of the proactive press work we're looking to run on the project: if we think the story has international resonance, we'll look at (COVID-19 permitting) bringing in a team of press to highlight the great work you are doing.

Success stories are not case studies, in one critical way. While case studies often focus on the impact of action on systems, processes and situations, success stories focus on **people** - sometimes a single person, and how the project intervention has had a transformative impact on their lives. On other occasions, success stories at the impact interventions have had on whole communities and populations. But success stories put people at the centre of reporting: how is the project positively impacting their lives? The below provides a framework for success stories - key information that needs to be included - feel free to be innovative and creative with these stories. And while the minimum is one success story per quarter, there is no maximum.

1. **Person/people:** Who is at the centre of this story? Is it a single person, or a community? If a single person, name them (first name is often enough, particularly if that person can be made vulnerable through reporting their full name). Give us some context and background to their lives. Where are they?
2. **Action:** What intervention are you focusing on? What has the project done to positively and sustainably improve their lives?
3. **Think to the future:** Extrapolate here - what does the above tell us about the intervention more generally, and what you hope to achieve over the longer term. How might this impact people's lives more broadly?

Key assets required:

1. Name, background, location (who, what, where).
2. Images (if we are talking about a person or a community, then let's get a picture of them. But ONLY if we first have permission from the person/community, and they are not going to be made more vulnerable through being photographed, and their photos being shared. Refrain from taking pictures of children in the absence of adults).
3. Direct quotes: If possible, let us hear their voices. Tell us what they say - either by incorporating direct quotes in the story above, or providing additional quotes to us.
4. Video footage where possible, and accepted instead of text and images.

Text length: 400-800 words

Images: selection of at least 5, 300dpi, high quality

Video length: 30 seconds to 7 minutes

APPENDIX D: CASE STUDY REPORT

Case Study	
Organization:	
Location:	
Written by:	<i>Name, email address</i>
Photo credit:	

Title: Consider the *activity*, *outcome* and *location*. The themes of particular interest for Lives in Dignity Grant Facility are outlined in the footnote.⁵

Introduction/situation/context:

- Provide a very brief history of the reason for the intervention in the specific area of the case study: the conflict/disaster that resulted in forced displacement, and the national/international response. What problems and needs were identified? What had those people affected already done to resolve their problems and address their needs?
- Describe the target location, why was this area prioritised for action? Give some background and context.
- What communities were targeted by the intervention in question? Give information about the people your story focuses on; are they, agriculturalists, IDPs or host communities, aid workers, or employees?
- What challenges were faced?
- Specify if the case study is referring to a specific output or outcome of your project or if it is more generic

Action:

- Describe the activities that were undertaken, being careful to explain technical terms.
- What was the result of these actions? Were they successful? Or were they less than successful? We are as interested to hear both about what worked, and what didn't - sometimes the greatest lessons come from actions that fail. Try to give figures where possible.
- What efforts did you make to involve refugees, IDP, stateless led organizations, host communities and to consider gender, disability and diversity?
- How did the activities build upon and used existing resources and opportunities to better reach objectives?

Outcome:

- What happened, or is expected to happen, after your activities? Describe the benefits and/or drawbacks to the target community and others? Include quotes where possible.
- What were the challenges that you faced and how did you try to overcome these?
- Lessons learned: What were the key lessons learned? What could be replicated elsewhere? Particularly those things that you found surprising or counter-intuitive.
- Why is this practice considered a good example to share with others?

⁵ Some of the themes of interest for LiD Grant Facility that case studies are sought about are gender, SDGs, development-oriented approaches to forced displacement, support to durable solutions, capacity building, environmental sustainability, COVID-19 prevention and resilience.

Other items to include:

- **Images:** At least one, but ideally a selection, of high-resolution images related to the case study. If taking photos of people, please seek their permission first. Please also include a caption and credit for each image submitted. Video footage is most welcome!
- **Quotes:** Where possible, please try to gather quotes for the case study - they don't necessarily have to be woven into the body text, and can be submitted separately. The best quotes refer to the impact of the project.
- **Facts, figures:** Eye-catching facts and figures can really help convey impact in a case study. Try to include them where possible, and feel free to Annex any additional facts and figures that might help understand the case study.

APPENDIX E: FINANCIAL REPORT

not attached, available upon request

APPENDIX F: ASSETS LOG

will be provided in excel/sheet format

GRANTEE			ASSETS											
Grantee Name	Project name	Grant PO number	Description	Make	Model	Serial Number	National Registration Number (for Vehicles)	Purchase date	Value	Location of asset	Beneficiary at the end of the project	Date of handover	Custodian	Status/Remarks

APPENDIX G: RISK LOG

not attached, the template is similar to one in the CFP

ANNEX D

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

The intellectual property and other proprietary rights to the plans, drawings, specifications, designs, reports, other documents and discoveries and data ("Materials") is owned by the party that developed or prepared it. However, the grantee shall act to ensure that UNOPS and the funding source are granted a perpetual license to use, free of charge, such Materials, including the results of the Activity, and the reports and other documents relating to it, which are subject to industrial or intellectual property rights.

- 2.1 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.
- 3.2 The parties shall remain bound by confidentiality for five (5) years after the End Date of the Contribution Agreement, or longer as specified by the communicating Party at the time of communication.

- 3.3 The foregoing rules shall not prevent disclosure of any document, information or other material directly related to the implementation of the Action to the Funding Source.

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, backed by supporting documents and comply with the applicable tax and social legislation taking into account (if applicable) the Grantee's privileges and immunities.
- 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.
- 4.5 The following shall not be considered allowable costs:
- (a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Grantee may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
 - (b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Activity and ownership is transferred in accordance with Article 9
 - (c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Grantee;
 - (d) return of capital;
 - (e) debts and debt service charges;
 - (f) provision for losses, debts or potential future liabilities;
 - (g) banking charges for the transfers from and to UNOPS;
 - (h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs necessary for a possible resumption of the implementation of the Agreement and agreed on by the parties before the notification of the suspension is received by UNOPS;
 - (i) costs declared by the Grantee under another agreement financed by the European Union budget;
 - (j) costs of purchase of land or buildings;
 - (k) Exchange rate losses.

4.6 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Grantee may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

4.6.1 They comply with the "Direct Cost Eligibility" criteria as set under 4.1, 4.2, .43 and 4.4

4.6.2 They fall within one of the following categories:

- (a) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Terms of Reference, undertaken by staff assigned to the project office will be directly attributable to the implementation of the Project/Activities;

- (b) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
- (c) depreciation costs, rental costs or lease of equipment and assets composing the project office;
- (d) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
- (e) costs of consumables and supplies specifically purchased for the operations of the project office;
- (f) costs of IT and telecommunication services specifically purchased for the operations of the project office;
- (g) costs of energy and water specifically supplied for the operations of the project office; or
- (h) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office.

4.6.3 Where costs of the project office are declared as actual costs, the Grantee declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Project/Activities and the rate of actual use of the project office for the purposes of the Project/Activities.

4.6.4 Costs of the project office not declared as actual costs are only eligible if they have been otherwise expressly authorised in writing by UNOPS.

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:
 - (a) The final proposal and final budget;
 - (b) A copy of the Agreement signed by both Parties;
 - (c) Any amendments to the Agreements
 - (d) Copies of all technical reports submitted to UNOPS;
 - (e) Copies of all annual audits;
 - (f) Any correspondence with UNOPS; and
 - (g) Final reports to be submitted in accordance with this Agreement.
- 5.4 The Grantee shall organize the audit of its project on an annual basis, unless otherwise specified in writing by UNOPS. The following shall apply in the context of such annual audit reports:
 - (a) The terms of reference for audit reports will be drawn by UNOPS and provided to the Grantee in advance of the audit.
 - (b) Cost relating to external annual audits will be borne by the Grantee as part of its project implementation budget approved and attached in Annex B;
 - (c) The audit report will be submitted to UNOPS and the Grantee with a management letter from the qualified auditors; and
 - (d) Adverse and disclaimer opinions from auditors will result in suspension of any further disbursement to the Grantee by UNOPS until the Grantee satisfactorily demonstrates that audit observations identified have been resolved.
- 5.5 In the event that the Grantee fails to submit a certified financial statement within the deadline set in the Agreement, UNOPS shall appoint an independent auditor to audit the financial statements. The cost of such an audit will be withdrawn for subsequent installments to be paid to the Grantee.

- 5.6 In addition to the annual audit reports required under Article 5.5, UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds.
- 5.7 The Grantee shall allow UNOPS staff and outside personnel (including the European Commission, the The European Anti-Fraud Office or 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.
- 5.8 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 shall be remitted to UNOPS or used for purposes as set forth in the approved work plan . In addition, 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 Where an amount is to be recovered under the terms of the Agreement, the Grantee shall repay the amount due to UNOPS. In the event that the Grantee fails to make such repayments by the date notified to the Grantee by UNOPS, UNOPS shall be entitled to recover the amount due by offsetting it against any amounts owed by UNOPS to the Grantee or by taking legal action in accordance with the applicable dispute resolution provisions. Late payment interest charges properly incurred by UNOPS shall be reimbursed by the Grantee insofar as these were caused by the Grantee
- 6.7 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 may vary the budgeted cost of any single budget line, provided that:

(a) the variation is, cumulatively, not more than ten per cent (10%) of any of the budget sub headers;

(b) The variations are within the scope of the approved budget and workplan, ; and

(c) The total grant amount approved by UNOPS is not exceeded

7.4 Any variation exceeding ten per cent (10%) of the budget subheadings, requires written submission of a detailed justification, an appropriately revised budget and consent of UNOPS through an amendment of the Grant Support Agreement.

7.5 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.

7.6 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 Procurement action for operational costs, as defined in Annex B, shall not take place any later than three (3) months before the end of the period of the Agreement unless agreed otherwise in writing with UNOPS prior taking such action.

8.5 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 Non-expendable equipment are: durable items that can be used multiple times over their estimated economic useful lifespan.
- 11.3 The Grantee shall maintain records of non-expendable equipment 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 quarterly milestone report.
- 11.4 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.
- 11.5 At least 30 calendar days before the end of the Agreement, the Grantee will provide an itemized list, for UNOPS' review and approval, of each item with a corresponding detailed proposal relating to the transfer of such equipment to local Beneficiaries.
- 11.6 By way of derogation from Article 11.5, the equipment, vehicles and remaining major supplies purchased with the Grant funds may be utilized by the Grantee for the benefit of the local Beneficiaries after the closure of the Grant . At least sixty (60) days before Grant closure, the Grantee shall provide for UNOPS's review and approval, an itemized list, of each item to be kept beyond the Grant closure date with a corresponding detailed proposal relating to the use of the equipment, its location, the date of transfer of such equipment, and the focal person taking responsibility on behalf of the Grantee. Upon approval of the itemized list, the Grantee and UNOPS shall enter into a subsequent Right of Use agreement.

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. 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.