

‘Call For Proposals’ (CFP) – Grant Support: WSSCC – Hand-washing Effectiveness Intervention and Evaluation

Subject: Grant Support - Call for Proposal: WSSCC Hand washing Intervention
Project No: 00080310 – WSSCC SLTF
Case No.: 00080310 / CFP / 2013 – WSSCC Grant: Hand-washing Intervention (Nigeria)

1. General instructions for proposal submission

- **How to submit?**
Please complete the attached Grant Application form (CFP Annex A) or submit your own Grant Proposal addressing the envisaged objectives and outlining approach and methodology, following the suggested topics and competence fields.
- **When to submit?**
Deadline: 7 August 2013
- **Where to submit?**
Office Address: UNOPS Geneva, 11-13 Chemin des Anémones, 1219 Châtelaine, Geneva, Switzerland

By email: Please send to below contact directly.
attention: Ms. Carolien van der Voorden; email: Carolien.vandervoorden@wsscc.org

2. Eligibility criteria as per WSSCC¹

- **Limitations.**
Only entities with proven experience in research and design of effective handwashing behavior change promotion approaches in less-developed economies.
- **Minimum requirements/qualifications:**
Expertise in:
 - Behavior change sciences
 - Research protocol design and implementation, including Randomised Trials and/or Evaluations using structured observation in developing country settings, preferably West Africa.
 - Design and implementation of health-related behavior change promotion interventions, preferably related to handwashing behavior change in developing country settings, preferably West Africa.

¹ The thematic and technical criteria established by the WSSCC are outlined as follows: The collaborative grant activity must be:

- compliant with the Medium Term Strategic Plan (MTSP) 2012-2016;
 - specified or implied in the approved Annual Work Plan;
 - affordable within the approved Annual Budget;
 - aligned with sector harmonization, national plans and budgets and avoiding duplication in the sector.
- In addition, any grantee must comply with these minimum eligibility criteria:
- proven capacity (track record and reputation) to undertake planned activities;
 - proven capacity to deliver at the specified engagement level, that is, national, regional and/or global;
 - not for profit status;
 - reasonable / realistic cost proposal or budget.

Handwritten signature

- Administrative capacity and project management experience, including sub-contracting of local agencies, fulfillment of financial and technical reporting requirements (international fiduciary standards), and delivery of agreed outputs in a timely manner.
- Other critical considerations.
 - Entity will need to be in a position to sub-contract and manage agencies and partners in the project country in West Africa.
 - Past performance will be strongly considered when selecting most suitable proposal.
 - A proposal from a grouping or consortium of entities may be considered provided a clear lead agency is identified and between them, the partners fulfill all minimum requirements.

3. Description of scope of work

Title: Design and evaluation of handwashing promotion interventions in Nigeria, West Africa

Background

The Water Supply and Sanitation Collaborative Council (WSSCC) is a global multi-stakeholder partnership organization that works to improve and save the lives of poor people. The United Nations Office for Project Services (UNOPS) is the legal and administrative host of WSSCC. Founded in 1990, WSSCC's mission is to ensure sustainable sanitation, better hygiene and safe drinking water for all people, especially the poorest and most marginalized members of society in developing countries. In order to achieve its mission, WSSCC manages the Global Sanitation Fund (GSF), facilitates sector coordination at national, regional and global levels, supports professional development, and advocates on behalf of the 2.5 billion people without a clean, safe toilet to use. More information on WSSCC can be found at: www.wsscc.org.

WSSCC in its current Medium Term Strategic Plan 2012-2016 (MTSP) has committed itself to changing the lives of millions of people by facilitating their access and use of safe sanitation facilities, and their hygienic behaviour, notably handwashing with soap at critical times. The main mechanism through which WSSCC aims to achieve this is the GSF, financing the implementation of sanitation and hygiene programmes directed at increasing access and use through demand creation and facilitation, rather than through direct provision of infrastructure.

In addition, WSSCC has committed itself to supporting a broader learning agenda, both to strengthen and increase the effectiveness of the GSF funded programmes, as well as to contribute to wider sector learning, programming and policy development.

While various cluster randomized control trials have shown both effectiveness and impact of interventions to promote handwashing with soap, success has been less widespread in larger at-scale handwashing programmes. There is a need for more research to establish the effectiveness of interventions and approaches in terms of leading to sustainable behaviour change at scale. Secondly, while most trials have focused on stand-alone handwashing promotion programmes, WSSCC is mainly interested to research the effectiveness of handwashing interventions as part of or integrated into sanitation promotion, notably the Community-Led Total Sanitation (CLTS) approach.

WSSCC intends to identify an academic partner that can play a lead role in developing and evaluating possible handwashing promotion interventions for integration into WSSCC's programme

initially in one country, and can collaborate with WSSCC on further knowledge management, dissemination and application of results, lessons learnt and possible recommendations.

Context

Bar unforeseen circumstances, it is expected that this project will be carried out in West Africa, most likely in Nigeria. The GSF funded Rural Sanitation and Hygiene Programme in Nigeria (RUSHPIN) aims to significantly increase sanitation coverage through up scaling at state level, and to achieve a positive and sustained hygiene behaviour change. Sanitation promotion under RUSHPIN is predominantly based on CLTS. It is foreseen that the programme will work in six Local Government Areas (LGAs) in Benue and Cross River State, with six additional LGAs in the same states being funded by the Nigerian Government. The broad goal is to work towards the first 2 Open Defecation Free (ODF) States in Nigeria. The Executing Agency of RUSHPIN is Concern Universal, through its office in Calabar, Cross River State. In addition to ODF status a specific target has been set for 90% of the target population to handwash with soap (HWWWS) at critical times. More information regarding RUSHPIN can be accessed on the WSSCC website: www.wsscc.org

There is little Nigeria specific data on the practice of handwashing with soap and the effectiveness of current handwashing promotion interventions in the country. Taking into account current hygiene and handwashing promotion practices in Nigeria, WSSCC is interested in developing, piloting, evaluating and scaling up, together with our country-based partners, Nigeria-specific handwashing behavior change promotion approach(es) based on emerging international sector expertise. This may entail comparative analysis between different approaches. The intervention / approach should be designed in such a way that it can be easily integrated into existing CLTS based sanitation promotion activities and can be brought to scale within general Nigerian human and financial resource constraints and can be replicated and scaled up in terms of language, implementation capacity, follow-up etc.

Objectives

The main objectives of the grant activities will be to:

- gather evidence on the effectiveness of handwashing promotion interventions in combination with CLTS-style sanitation promotion;
- integrate the evaluated handwashing promotion interventions into the broader GSF sanitation promotion programmes and apply at scale.

It is foreseen that the project will consist of two distinct phases, each subdivided into a number of further steps. Phase 1 intends to design, evaluate and compare the intervention(s) in a limited number of villages, to establish 'proof of principle/efficacy'. Phase 2 will involve a role out at scale of the intervention(s), possibly at the level of one LGA in each of the two RUSHPIN states, in order to evaluate the effectiveness at scale.

Deliverables

The minimum deliverables by the selected organization are expected to be as below outlined. These deliverables will be linked to milestones and payment schedules, set out in the Grant Support Agreement between UNOPS/WSSCC and the selected organization.

- Research protocol developed and made available to WSSCC;
- Handwashing behaviour change intervention and materials designed, produced and implemented;
- Process evaluation and outcome evaluation carried out and results analysed and reported;

- Recommendations and implementation guidance provided to GSF Executive Agency (EA) on integration of handwashing behaviour change component into broader sanitation promotion under GSF programme in Nigeria;
- Overview of lessons learnt and recommendations provided to GSF / WSSCC management on integration of handwashing behaviour change component into broader sanitation promotion in general / in other GSF programme countries;
- Results and process documented and published in relevant sector publications and platforms, in collaboration with WSSCC;

Scope of the proposal

Entities are invited to submit a proposal (using the attached proposal template – as per Annex A) specifying at the very least:

- The type of handwashing behavior change promotion approach they would suggest and the evidence-base for this approach.
- The broad design and research types involved in designing, delivering and evaluating the proposed intervention(s).
- The scale of the pilot and evaluation and the process for ensuring potential scaling up and replication of proven interventions into the broader RUSHPIN programme.
- The local and/or international partners it would foresee engaging in the intervention design and implementation and the research and evaluation components of the work.
- The overall process and division of roles and responsibilities proposed.
- How it would propose to manage risks.
- Detailed budget estimates for the various elements of the work, split into Phase 1 and Phase 2. As Phase 2 will be dependent on Phase 1, it is acceptable for the Phase 1 budget to be more detailed than the Phase 2 budget.

4. Evaluation process

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

5. UNOPS Grant Support Agreement

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



6. Interest / Grantee Application template

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/or complete the Grantee Application template (herewith attached as Annex A)

My organization _____ is hereby formally interested in the advertised grant program/component and will submit a proposal within the established timeframe.

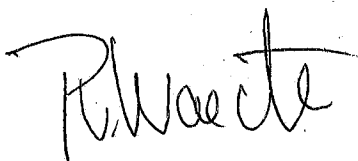
Authorized signature: _____

Title: _____

Date: _____

We look forward to receiving your proposal.

Best regards,



Philipp von Waechter
Portfolio/Grants Manager
GPSO Geneva Cluster, UNOPS

Call for Proposals (CFP) Annex A –**Grant Support:****WSSCC - Hand washing Effectiveness Project and Evaluation in Nigeria**

Subject: Grant Support - Call for Proposal: WSSCC Hand washing Intervention
Project No: 00080310 – WSSCC SLTF
Case No.: 00080310 / CFP / 2013 – WSSCC Grant: Hand-washing Intervention (Nigeria)

Component 1: Organizational Background and Capacity to implement the grant activities
(max 1 page)

This section should clearly demonstrate that the proposing organization has the experience, capacity, and commitment to implement successfully the proposed grant activities. Suggested issues to be covered in this section include:

1. Nature of the proposing organization – Is it a community-based organization, national or sub-national NGO, research or training institution, municipal government branch?
2. Purpose and core activities of the organization
3. Organizational approach (philosophy), *i.e.* how does the organization deliver its projects?
4. Length of existence and relevant experience
5. Organizational structure, governance and administrative framework
6. Legal status – registration with government approved authority
7. Previous experience relevant to the proposed grant activities.

Component 2: Objectives and Expected Results (max 1 page)

This section should contain a clear and specific statement of what the proposal will accomplish. Suggested issues to address include:

- The **problem statement** or challenge the grant activities are intended to address.
- The primary and specific **objectives**.
- The **rationale** for the project. The rationale should indicate the importance of the proposed grant activities in terms of contributing to the overall and/or specific objective/s.
- The specific **results** that the grant activities will produce. The expected results are the measurable changes which will have occurred by the end as a result of the planned intervention (in view of Objectively Verifiable Indicators)

Component 3: Description of Grant Project Activities (max 2.5 pages)

This section should describe what will actually be done to produce the expected results and deliverables and accomplish the proposed objectives. There should be a clear and direct linkage between the activities and the outcomes. The proponent must ensure that the activities are a means to getting the intended outcomes. *Important Note: Limitations in this area may be a major reason for failure to be selected to receive the earmarked grant funding as this is the actual component to be implemented as grant project.*

Activity descriptions should be as specific as necessary, identifying **what** will be done, **who** will do it, **when** it will be done (beginning, duration, completion), and **where** it will be done. In describing the activities, an indication should be made regarding the organizations and individuals involved in or benefiting from the activity.

Component 4: Implementation and Monitoring Plan (max 2 pages)

This section may be presented in graphical (table) form and/or as a Gantt Chart and can be attached as an Annex. It should indicate the **sequence of all major activities and implementation milestones**, including targeted beginning and ending dates for each step. Provide as much detail as necessary. The Implementation Plan should show a logical flow of steps, indicating that all the things that must happen have been carefully thought through from the start to the end of the grant project. Please include in the Implementation Plan all required milestone reports and monitoring reviews.

Component 5: Grant Budget Breakdown

The development and management of a realistic budget is an important part of developing and implementing successful grant activities. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact. The following important principles should be kept in mind when preparing a project budget:

- Clearly distinguish between planned costs for the grantee and costs related to possible local sub-contractors, indicating clearly where these latter are based on estimates.
- Include only costs which directly relate to efficiently carrying out the activities and producing the objectives which are set forth in the proposal. Other associated costs should be funded from other sources.
- The budget should be realistic. Find out what planned activities will actually cost, and do not assume that you will be able to make do for less.
- The budget should include all costs associated with managing and administering the grant project.
- The budget may be split between Phase 1 and Phase 2 as described in the CFP. The expectation is that the budget for Phase 1 is planned in detail, whereas the budget for Phase 2 is based on estimates, as dependent on the outcome of Phase 1.
- All relevant, financial records should be made available upon request. These may be independently audited, and usually will become public information.
- The budget should at the very least specify the following expenditure categories:
 - Personnel / labour
 - Equipment / material
 - Travel
 - (sub)contracts
 - Programme support costs / administrative overheads

Component 6: Risks to Successful Implementation (1 page)

Identify and list any major risk factors that could result in the grant activities not producing the expected results. These should include both internal factors (for example, the planned approach fails to work as projected) and external factors (for example, significant currency fluctuations resulting in changes in the economics of the grant project).

Include in this section also the key **assumptions** on which the grant activity plan is based. In this case, the assumptions are mostly related to external factors (for example: financial and human constraints in Nigeria) which are anticipated in planning, and on which the feasibility of the grant activities depend.

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") made is 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.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 1: [insert US dollar amount in figures and words], upon signature of this Agreement by both parties.

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

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].

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.

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 [insert date in month-year format].

- 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 Article IV 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 article 5.2 by cheque to the representative of **the Grantee** authorized in writing by **the Grantee** to accept such payment on its behalf.

- 5.3.1 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 the following milestone reports during the life of this Agreement in the formats provided in Annex C, and in line with 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 funds²; and
- (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 15 of the General Conditions.

² For total grants above US\$ 50,000 a certified final financial report is required.

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 [list derogations to the General Conditions, or state 'None applicable']

8. Correspondence

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

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

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

[Note for draft: Please include brief description of the selected proposal or a simple concept note³ by the grantee].

³ The grant concept can be used for smaller grant support activities (below US\$ 50,000) often with small capacity community groups.

ANNEX B**GRANT BUDGET**

[Note for draft: Please include simple cost breakdown of the selected proposal or simple concept note⁴ by the grantee]

⁴ 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.

ANNEX 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 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 from UNOPS 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 B.
 - (c) Allowable costs: shall mean those costs which conform to any limitations in the Agreement.
- 4.2 The reasonable, allocable and/or allowable costs must be incurred during the period of the Agreement, 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 Prior 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 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

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 attached to each milestone report, indicating description, serial no., date of purchase, original cost, present condition and location of each item. 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 can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

14. Suspension

- 14.1 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.
- 14.2 The suspension will take effect on the date the Grantee receives the notification.
- 14.3 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.
- 14.4 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 16 of the General Conditions.
- 14.5 Any portion of this Agreement not suspended shall remain in full effect.

15. Termination

- 15.1 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.
- 15.2 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 a partial termination, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from UNOPS to the Grantee.
- 15.3 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.
- 15.4 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.
- 15.5 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.

15.6 Any portion of this Agreement not terminated shall remain in full effect.

16. Amendment

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.

17. Dispute Resolution

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.

18. Privileges and Immunities

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

