

PROJECT COOPERATION AGREEMENT

BETWEEN

THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

AND

[NAME OF GOVERNMENT]

CONCERNING THE IMPLEMENTATION OF

[INSERT PROJECT/ACTIVITY NAME]

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS, UNOPS is committed to providing advisory, implementation and transactional support services in sustainable project management, infrastructure and procurement;

WHEREAS the Government of [XX] (“the Government”) and UNOPS have entered into a [*Host Country Agreement*] OR [*Umbrella Memorandum of Understanding*] dated [XX], the provisions of which shall apply mutatis mutandis to this Project Cooperation Agreement (“Agreement”);

WHEREAS the Government and UNOPS acknowledge that their respective activities include areas of common interest where closer collaboration in the form of partnership would be of mutual benefit;

WHEREAS the Government and UNOPS have agreed to cooperate in the implementation of the [*project/programme*] in [*Programme Country*] (“Project”), as summarised in Annex “A” (“Project Document”);

WHEREAS UNOPS desires to provide funds (“Contribution”) to the Government in the context of the implementation of the Project;

WHEREAS the Government is ready and willing to accept the Contribution from UNOPS;

NOW, THEREFORE the Government and UNOPS also referred to in this Agreement individually as “Party” and collectively as “Parties”, have adopted the Agreement to establish the terms and conditions under which the Government will receive the Contribution.

1. Role of the Government

- 1.1 The Government will be responsible for ensuring the Project is implemented in accordance with the Agreement and Annexes “A” and “B” (“Budget”), with care, skill, diligence and efficiency.
- 1.2 The Contribution received by the Government shall be used in accordance with established national regulations, policies and procedures consistent with international standards, in particular, ensuring that the Contribution is expended for Project activities as set out in this Agreement and Annexes “A” and “B”. Where the national regulations, policies and procedures are not consistent with international standards, the UNOPS regulations, policies and procedures will apply.

2. The Contribution, Purpose and Period

- 2.1 UNOPS shall provide funds, in the amount of [*insert numerical amount in United States dollars*, hereinafter referred to as “USD”] ([*insert written amount in USD only*]) to the Government, implementation of the Project and allocation, according to the provisions of the Agreement, Annex “A” and Annex “B”, which form an integral part of the Agreement.
- 2.2 The Contribution shall be used solely for the implementation of the Project, as set out in Annex “A”, as part of the Government’s collaboration with UNOPS.
- 2.3 The Contribution granted to the Government under the Agreement shall be provided for the period from [*insert date*] to [*insert date*].

3. Financial Arrangements

- 3.1. UNOPS shall deposit the Contribution in the amount of [XX] directly to the Government.
- 3.2. The Contribution shall be disbursed by UNOPS in accordance with the following schedule, upon submission of the relevant payment requests and subject to the Government’s continued performance under this Agreement:

[*Insert date, description and amount*]

[*Insert date, description and amount*]

[*Insert date, description and amount*]

- 3.3 UNOPS will only be required to transfer to the Government the amount owing under the terms of this Agreement. UNOPS will not be liable to the Government or to any third party for any amounts that UNOPS determines are not authorized under this Agreement.

3.4 UNOPS shall deposit the Contribution to the Government's bank account, quoting reference:
[Insert]

Bank name:

Account Holder's name:

Account number:

Bank Address:

Sort Code:

IBAN Code:

3.5 Any interest accrued on the cash balances of the funds received by the Government under the Agreement shall be refunded to UNOPS.

3.6 All funds received by the Government shall be recorded in a separate ledger account established for the Project.

3.7 Any balance of the Contribution to the Project following completion of the Project or expiry/termination of the Agreement shall be refunded immediately to UNOPS.

3.8 Cash transfer modalities and the size and frequency of disbursements may be revised in writing between the Parties in the course of the Project implementation, and based on Project monitoring, reporting and audits.

4. Accounting, Monitoring and Records

4.1 The Government agrees to cooperate with UNOPS for monitoring all activities supported by the Contribution, and will allow UNOPS staff and representatives (including the internal and external UNOPS auditors and/or investigators) the full and unrestricted access to relevant financial records relating to this Agreement and to the implementation of the Project, and to personnel responsible for the administration of the Contribution provided by UNOPS.

4.2 The Government agrees to 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.

4.3 The Government agrees to:

(a) Periodic on-site reviews and spot checks of financial records by UNOPS or its representatives;

(b) Monitoring of activities following UNOPS standards and guidelines for site visits and field monitoring;

- (c) Financial reviews or audits to otherwise ensure adequate accountability of organizations expending UNOPS funds. This may be carried out throughout the period of implementation of the Activity until the balance is paid, and for a period of [X] years from the date of final payment.

5. Reporting

5.1 The Government shall provide UNOPS with the following regular progress reports on the use of each Contribution installment during the life of this Agreement:

- (a) Progress reports on the implementation of the Project every six (6) months. Each progress report will contain a description of the activities undertaken, any obstacles encountered, remedial action taken, monitoring and evaluation information, assessment of the results to date and any other relevant information;
- (b) Financial reports on the implementation of the Project every six (6) months, including disbursements made against the previous payment and any unspent cash balance from the preceding quarterly period;
- (c) An annual financial statement as of 31 December every year;
- (d) A final financial statement;
- (e) A final narrative report shall be due within three (3) months of the Project's closure. The narrative report shall include a general description of the progress of the activities and specific notes on the results, impact and sustainability of the results.

6. Special Conditions

6.1 [Insert special conditions if any. If there are none, write "Not applicable"]

7. Equipment, Material Purchases and Assets Disposal

- 7.1 Title to all non-expendable equipment, supplies and other properties purchased from the Contribution shall belong to [UNOPS OR the funding source, depending on the Project Document].
- 7.2 The Government shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with the Contribution.
- 7.3 Unless instructed otherwise, within ninety (90) calendar days after the end of the Agreement, the Recipient will provide a list to UNOPS of each item to be disposed of in consultation with, and according to the instructions of, the funding source.

8. Intellectual Property

8.1 [UNOPS OR the funding source- depending on the Project Document] shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement.

9. Revision of Budget

9.1 The Government shall report any deviations from the Project Budget or Project plans, and shall request prior approvals from UNOPS for any of the following reasons:

- (a) To change the scope or objectives of the Project and/or to revise the funding allocated amongst Project objectives; or
- (b) Additional funding is needed.

10. Anti-Corruption

10.1 The Government warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance or award of this Agreement, to any representative, official, employee or other agent of UNOPS or any organization of the UN system.

10.2 The Parties commit not to accept, either directly or indirectly, any inducement or reward in relation to the execution of this Agreement, or any kind of offer, gift, payment or benefit which could be construed as a corrupt practice.

11. Anti-terrorism

11.1 The Government agrees to undertake all reasonable efforts to ensure that none of the Contribution received pursuant to this Agreement is used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNOPS under this Agreement do not appear on the list maintained by the Security Council Committee and established pursuant to resolution 1267 (1999) (the list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>). This provision must be included in all sub-agreements.

12. Termination

12.1 UNOPS may at any time, by giving fourteen (14) calendar days written notice, terminate this Agreement, in whole or in part, for convenience.

12.2 UNOPS may at any time, by giving fourteen (14) calendar days written notice, terminate this Agreement, in whole or in part, whenever it is determined that the Government has

materially breached the terms and conditions of the Agreement, or where sufficient funds are not available to UNOPS by its funding sources.

- 12.3 This Agreement may be terminated at any time with both Parties' consent. The Parties shall agree the termination conditions, including effective date.
- 12.4 UNOPS may terminate this Agreement, in whole or in part, with immediate effect upon written notice to the Government if it determines that the Government has engaged in fraudulent or corrupt practices during the award or execution of this Agreement, and without the Government having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.
- 12.5 Upon receipt of, and in accordance with, a termination notice, a Party shall immediately take all necessary steps to cease action, and minimize all expenditures and obligations financed by the Agreement.
- 12.6 Within thirty (30) days of the effective date of termination of this Agreement, the Government shall repay to UNOPS all unexpended Contribution funds which are not otherwise obligated by a legally binding transaction pursuant to this Agreement. Should the funds paid by UNOPS to the Government prior to the effective date of termination be insufficient to cover the Recipient's obligations in the legally binding transaction, the Government may submit to UNOPS within ninety (90) calendar days after the effective date of such termination a written claim covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Government in accordance with this Agreement.
- 12.7 The termination of this Agreement shall not affect any rights or obligations that may have accrued prior to such termination or any other right which the terminating Party may have arising out of either the termination or the event giving rise to the termination.
- 12.8 All provisions of this Agreement, which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration and termination.

13. Settlement of Disputes

- 13.1 Any dispute between UNOPS and the Government arising out of or relating to the Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 (thirty) days of the request for arbitration either Party has not appointed an arbitrator or if within 15 (fifteen) days of the appointment of 2 (two) arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties

as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

14. Privileges and Immunities

14.1 Nothing in or relating to the Agreement shall be deemed as a waiver, express or implied, of any of the privileges and immunities of the United Nations and/or UNOPS.

15. Indemnity

15.1 The Government shall indemnify and save UNOPS harmless from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, by any act, omission, fault, default or negligence of the Government, its employees, agents, contractors or other Personnel related to the performance or non-performance of this Agreement. The indemnities contained in this Agreement shall not be prejudiced by, and shall survive the termination of this Agreement.

16. Notices and Addresses

16.1 Any notice to be given to either Party with respect to this Agreement shall be effectively given if delivered in person or sent by facsimile transmission or by electronic mail to the address given in this subparagraph. The address of either Party may be changed by notice in the manner set out in this subparagraph. Any notice to [*the Government*] will be addressed to:

[*insert address of the Government*]

Telephone: ...
Fax: ...
E-mail: ...

Any notice to UNOPS will be addressed to:

[*Insert address*]
Telephone: ...
Fax: ...
Email: ... @unops.org

Any notice given or made in accordance with the above shall be deemed to have been given or made and to have been received:

- (a) On the Business Day following delivery, if delivered in person (a “Business Day” being any day of the year other than any Saturday, Sunday or holiday recognized by the United Nations);
- (b) On the day of sending if sent by facsimile transmission or by electronic mail during

normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

17. General Provisions

- 17.1 The Agreement including Annexes “A” and “B” which form an integral part hereof, constitutes the entire arrangement between the Government and UNOPS with respect to the Project and supersedes any and all prior agreements and understandings.
- 17.2 The Government shall disclose to UNOPS, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 17.3 The Government and UNOPS may amend the terms and conditions of this Agreement at any time prior to its termination or expiration provided that such amendment is in writing, signed and dated by the Government and UNOPS.
- 17.4 In the event of any conflict or inconsistency between the terms of this Agreement such conflict or inconsistency shall be resolved in accordance with the following priority: (i) this Agreement, (ii) Annex A, (iii) Annex B.
- 17.5 Neither Party may assign this Agreement or any of its rights or obligations there under, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 17.6 No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party’s right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

IN WITNESS WHEREOF, the duly authorised representatives of both Parties have signed this Agreement.

<p>On behalf of the Government of [XX]</p> <p>_____</p> <p>(Signed) <i>[insert name]</i> <i>[insert position and unit]</i></p>	<p>On behalf of UNOPS:</p> <p>_____</p> <p>(Signed) <i>[insert name]</i> <i>[insert position and unit]</i></p>
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Date: _____	Date: _____
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ANNEX A

PROJECT SUMMARY GRANT OBJECTIVES, LOGFRAME, ACTIVITIES, OUTPUTS AND DELIVERABLES

A. OBJECTIVES

- This Section should describe the **specific objectives** for the **specific Recipient** for the **specific Grant funds** for the **specific Grant Period**.
- If subgrants are planned, provide specific objectives for each subgrant. Subgrantees should be listed if known, and if not, the process by which subgrantees will be determined should be described.

B. LOGFRAME, ACTIVITIES, OUTPUTS AND DELIVERABLES

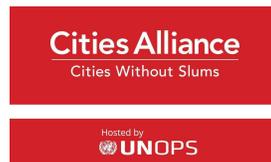
- Provide a description of the key activities/components and outputs that will be financed by the Grant funds for the specific Grant Period. Grant objectives, activities and outputs should be aligned. Use the table below and modify as appropriate
- If subgrants are included, provide a description of activities and outputs for each subgrant.

Specific Objectives	Key Activities/Components	Agreed Outputs / MoV
Objective 1	Activity 1 Activity 2	<ul style="list-style-type: none"> • Outputs • Outputs
Objective 2		
Objective X		

Milestones	Payment Amount (USD)	Outputs	Expected Date of Delivery
Milestone 1	\$ xx (upon duly signed legal agreement)	Component X: Xxx. Outputs: 1. Xxx 2. Xxx	Date

		<p>Component X: Xxx.</p> <p>Outputs:</p> <ol style="list-style-type: none"> 1. Xxx 2. Xxx 	
		<p>Reporting: as per clause 6.1</p> <p>Outputs:</p> <ol style="list-style-type: none"> 1. Milestone narrative report 2. Interim financial statement 	
Milestone x	\$ xx	<p>Component X: Xxx.</p> <p>Outputs:</p> <ol style="list-style-type: none"> 1. Xxx 2. Xxx 	Date
Milestone x	\$0	<p>Reporting: as per clause 6.2</p> <p>Outputs:</p> <ol style="list-style-type: none"> 1. Final Narrative Report 2. Final Financial Statement 3. Audit Report 	Date

ANNEX B



GRANT BUDGET

- *Provide a firm budget as agreed in the approved project proposal, which reflects a breakdown by the Grant activities listed in Annex B using the table below;*

The Grantee agrees to spend the Grant funds according to the following budget; provided that up to 10% of the total Grant amount may be reallocated among activities and cost/expense categories listed below without requiring an amendment to the Grant Agreement; and provided further that UNOPS shall be notified of such reallocation in writing.

PROJECT BUDGET (All figures in US Dollars)								
I. PROJECT ACTIVITIES	Activity Description	Budget per expenditure category (US\$)					F (A+B+C+D+E) TOTAL CA grant (US\$)	Comments
		A Staff Costs (Salaries & Travel)	B Goods, Works & Services	C Training/ Workshops/ Seminars	D Dissemination costs	E Equipment & Other Small Fixed Assets/Other Operative Costs		
Activity 1								
Activity 2								
Activity 3								
Activity 4								
Activity 5								
Activity 6								
Activity 7								
Activity 8								
Activity 9								
Activity 10								
Activity 11								
Activity 12								
Activity 13								
Activity 14								
Activity 15								
Activity 16								
Activity 17								
Activity 18								
Activity 19								
Activity 20								
SUBTOTAL PROJECT ACTIVITIES								
II. PROJECT ADMIN & SUPERVISION								
Independent Audit								
Other Grant Administration/ Supervision Costs								
SUB-TOTAL ADMIN & SUPERVISION COSTS								
TOTAL (I+II)								
III. CO-FINANCING								
GRAND TOTAL (I+II+III)								

ANNEX C.1**GRANT PROGRESS REPORT**

Please use this form to report on the implementation of the planned activities and outputs of the project and any risks and issues emerging. The Progress Report is used by the Cities Alliance Secretariat for monitoring the progress of Grant and its compliance with terms of the grant agreement and the conditionality of the disbursements.

1. Grant Data**1.1 Name of Activity:****1.2 Project No.:****1.3 Grant amount:****1.4 Project Manager:****1.5 Organisation:****1.6 Reporting period:****1.7 Expected completion date of grant:****1.8 Total received (as of date):****1.9 Total paid (as of date):**

2. Grant Progresses, Lessons and Changes

2.1 Progress made during reporting period: *(Include reporting on all (i) activities and (ii) outputs specified in the grant agreement) (please include attachments for deliverables)*

2.2 Problems encountered/causes for delays/remedies during the reporting period: *(Please explain each output that is behind schedule or under target) (Please describe and justify any adjustments to activities and outputs made to get back on track)*

2.3 Any risks (in terms of the external context, procurement and financial arrangements, ethics, negative social and environmental impacts etc.) which have emerged during the reporting period:

2.4 Please describe what ongoing measures are in place to ensure sustainability of project results

2.5 Key lessons learned during the reporting period *(with regard to project management and design, participation, partnership, scaling-up, institutionalisation, sustainability, etc.):*

2.6 Assessment of expected results/impact in relation to CA Result Framework: *(include explanation of how the reported activities and outputs are*

contributing to the following key results areas of the Cities Alliance – where not applicable specify N/A) (please, where possible, provide also figures e.g. X no. of people trained)

Knowledge products and policy dialogues delivered to targeted audiences

--

National policy frameworks developed and/or enhanced to address urban development needs

--

Local pro-poor and climate-resilient strategies and plans developed, and resources mobilized

--

Mechanisms to engage citizens in city/urban governance developed

--

Capacities of cities in governance and management strengthened

--

2.7 Please describe progresses on your project’s monitoring and evaluation activities: *(this should include M&E workshops, baselines studies, mid-term evaluations and achievement of milestones on key crosscutting indicators concerning gender equality and resilience)*

--

2.8 Description of outputs attached (if any) *(please add rows if needed):*

[Output 1 Title]	[Description/Assessment]

3. Budget and Governance

3.1 Please describe how the project delivery status, if the expenditures are on-track, any relevant budget variations across the period (in excess of 5%), budget reforecasting etc. Please describe also any challenges/opportunities with the project co-funding.

3.2 Please describe any changes to the governance and management arrangements of the project including implementing partners, stakeholders and other donors.

4. Future Planning

4.1 Provide an updated work plan for the next 6 months (anticipated progress, problems or issues)

4.2 Describe any linkages to investments and other funding (identification of specific investment links and founding sources and amounts):

4.3. Other relevant information:

5. Feedback and Signature

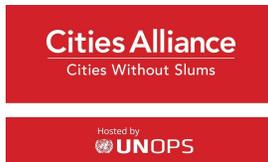
5.1 Please highlight what worked well and what could be improved in the support from the Secretariat:

5.2. Project Manager Signature:

[Name and Title]

[Signature]
[Date]

ANNEX C.2



GRANT COMPLETION REPORT

Please use this form to report on the completion of the planned activities and outputs of the project as well as to assess the overall quality and performance of the project, emerging early impacts and key lessons. The Completion Report is used by the Cities Alliance Secretariat for an overall assessment of the Grant and its compliance with terms of the grant agreement.

1. Grant Data

1.1 Name of Activity:

1.2 Project No.:

1.3 Grant amount:

1.4 Project Manager:

1.5 Organisation:

1.6 Reporting period:

1.7 Completion date of grant:

1.8 Total received (as of date):

1.9 Total spent (as of date):

1.9 Any unpaid (as of date):

2. Grant Objectives and Outputs

2.1 Grant Summary: (Please provide an overall background of the issues being addressed, summary of activities and outputs and major achievements during the implementation period)

2.2 Have the developmental objectives of the grant been met? (please provide an overall assessment of the grant and the extent to which it achieved its original objectives)

2.3 Achievement of outputs/deliverables: (please describe, discuss and assess ALL the outputs and the extent to which they have been completed for each of the grant activities. Where relevant, please assess the quality and the dissemination of the outputs) (please include attachments in final copy for all outputs/deliverables produced as stated in the Grant Agreement)

2.4 Were activities and outputs implemented in accordance with plans? (for each output and activity indicate and explain differences/variations, the nature of the revisions/adjustments made and their justification)

2.5 Assessment of results in relation to the Cities Alliance Result Framework: (include explanation of how the completed activities and outputs contributed to the following key results areas of the Cities Alliance – where not applicable specify N/A) (please, where possible, provide also figures e.g. X no. of people trained)

Knowledge products and policy dialogues delivered to targeted audiences

National policy frameworks developed and/or enhanced to address urban development needs

Local pro-poor and climate-resilient strategies and plans developed, and resources mobilized

Mechanisms to engage citizens in city/urban governance developed

Capacities of cities in governance and management strengthened

2.6 Please provide a description and analysis of relevant data, studies, evaluations and performance against targets as captured by the M&E project activities (this should include specific references to disaggregated data on vulnerable groups and monitoring results for key crosscutting indicators concerning gender equality and resilience)

2.7 Key lessons learned during the project and best practices (please list and describe the most significant positive and negative lessons learned with regard to project management and design, participation, partnership, scaling-up, institutionalisation, sustainability, promotion of gender equality, etc.):

3. Impact and Sustainability

3.1 Describe how likely and for how long the outcomes of the project will be sustained after the completion of the grant:

3.2 Provide information on funds and investment mobilized:

3.3 If any, please provide information on any other relevant impact (also unintended and/or negative) that could have not been achieved in the absence of this grant financing

3.4 Follow up activities and recommendations:

4. Feedback and Signature

4.1 Self-assessment of project management effectiveness (explain what has worked and what did not and why)

4.2 Please highlight what worked well and what could be improved in the support from the Secretariat:

4.3 Project Manager Signature:

[Name and Title]

[Signature]

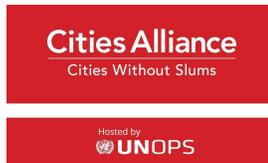
[Date]

ANNEX C.3



Interim Financial Report

ANNEX C.5



Social and Environmental Screening Report

<p>Projects are screened for their inherent social and environmental risks regardless of planned mitigation and management measures. It is necessary to identify potential inherent risks in the event that mitigation measures are not implemented or fail. This means that risks should be identified as if no mitigation or management measures were to be put in place.</p>	
SECTION A: General Information	
Date of screening	
Project title	
Proposed project budget	
Proposed project duration	
Implementing BU	
Project manager/ Developer	
Officer responsible for social & environmental screening	
Brief outline of the project scope	
Service line	
Role	
Site/No site	

Does the project need to screen?	
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**ANNEX B
BUDGET**