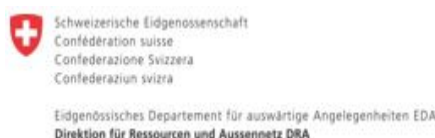


# 2019 Call for Proposals

## Scaling Up Nutrition Movement Pooled Fund for Multi-Sector/Stakeholder Platforms

Reference: *SUN\_Grants\_2019\_002*

*Funded by*



**New Application Deadline: 31 July 2019 by 15:00 (Geneva Time)**

UNOPS invites interested and eligible applicants to join a new 2019 round of Scaling up Nutrition (SUN) Movement Pooled Fund grant program. Details on the application process and the administration of the grant programme are set forth in this Call for Proposals. Interested applicants are encouraged to read the Call for Proposals and its annexes in its entirety prior to applying.

## Section 1: Grant Overview

The SUN Movement has successfully brought together governments, United Nations agencies, businesses, donors, civil society organizations and individuals in a collective mission in 61 countries and 4 Indian States to uphold the right to good food and nutrition. It has also helped to illuminate the importance of nutrition in achieving the Sustainable Development Goals (SDGs). The SUN Movement continues to work with countries with the belief that Nutrition is both a maker and a marker of development. Improved nutrition is the platform for progress in health, education, employment, empowerment of women and the reduction of poverty and inequality, and can lay the foundation for peaceful, secure and stable societies.

The [Scaling Up Nutrition Movement Pooled Fund](#) (The Pooled Fund) is a source of funding of **catalytic** and **innovative** projects to support **Multi-Sector/Stakeholder Platforms in SUN Countries** to increase the effectiveness and impact of national efforts to end malnutrition in all its forms. Pooled Fund grants will promote engagement of additional relevant actors in the implementation, monitoring, and evaluation of multi-sectoral

and multi-stakeholder national plans for nutrition, at national and sub-national level. The Pooled Fund should be used only when other in-country options are not possible.

The Pooled Fund concept was developed in 2017 with the aim to strengthen the capacity of non-governmental systems in [SUN Countries](#). It takes into consideration the lessons-learned from the [2012-2015 Multi-Partner Trust Fund \(MPTF\) Evaluation](#), its [Management Response](#), and the [SUN Movement Strategy and Roadmap \(2016-2020\)](#). The Pooled Fund is coherent with the SUN Movement stewardship arrangements and processes at national and global levels. The Pooled Fund is administered by the United Nations Office for Project Services (UNOPS).

## Section 2: Grant Objectives

The objective of Window II of the Pooled Fund is to strengthen linkages and joint collaboration within the Multi-Sector/Stakeholder Platform at both the national and sub-national level. Grant support will improve the delivery of multi-sectoral nutrition activities that impact nutrition outcomes for nutritionally vulnerable groups including: women, girls and adolescents, and communities at the local level. **Projects should aim to achieve the transformation of national and sub-national nutrition policies into concrete actions.** Projects should demonstrate innovative ways of working at decentralized level-with potential for scalability in other districts/regions.

Projects funded by Window II of the Pooled Fund should be coupled with capacity building and other learning activities to reinforce in-country capabilities of all stakeholders in SUN Countries by including the following elements in their design:

- a) Continuously improve country planning to end malnutrition;
- b) Mobilise, advocate and communicate for impact;
- c) Strengthen capacity of government and non-governmental systems, multi-sectoral teams, and their individual members, for scaled-up nutrition action at all levels;
- d) Ensure equity, equality and non-discrimination for all, with women and girls at the centre of efforts.

This Window II will also support both tested and innovative approaches for learning and experience exchange, including peer-to-peer learning, trainings combining face-to-face and distance learning, and coaching. To ensure the most effective use of the funds, special consideration will be given to capacity strengthening initiatives, especially at the sub-national level, that could benefit the Movement at large. Special consideration will also be given to those projects that include sharing lessons learned, knowledge management and success stories from the projects with the other members of the Multi-Sector/Stakeholder Platform and the Movement as a whole.

## Section 3: Eligibility

State and non-state actors such as Governments, Civil Society Alliances, SUN Business Network, Academia, Media, Parliamentarians and in-country UN agencies from SUN Countries are eligible to apply. The applicant must be a recognised member of the Multi-Sector/Stakeholder Platform in-country.

Non-profit business enterprises, such as a Chamber of Commerce, may apply. Other private, for-profit businesses may not be the main applicant however, commercial entities can be a sub-grantee for any specific activity in the project proposal.

The SUN Movement welcomes applications developed jointly by members of the Multi-Sector/Stakeholder Platform, under the direction of the SUN Country Focal Point. However, the application should be submitted by only one of the members of the Platform. Other members of the Multi-Sector/Stakeholder Platform can be sub-grantees or sub-contractors for implementation of the activities at the local level. As a consequence, funding may be channelled through either the office of the SUN Country Focal Point or one of the diverse members of the Multi-Stakeholder Platform depending on the design of the project. The proposal must clearly identify roles and responsibilities of the members in the management and coordination of the project activities.

Only one project per SUN Country will be funded under this Call for Proposal for Window II. If more than one application is submitted per SUN Country, only the application with the highest score from evaluation among all other applications from the same SUN Country will be funded.

## Section 4: Scope of Work

Projects will transform parts of the national and sub-national nutrition policies into concrete actions in a decentralized or localized manner. The project proposals should build on the results of the latest [Joint Annual Assessments \(JAA\)](#), and address the priority areas, needs and activities identified by SUN Countries. See the [Compendium of Actions for Nutrition](#) as a useful reference based on synthesized evidence, primary studies and practice-based studies. The *Compendium of Actions for Nutrition* gives a reference to actions covering the following thematic areas: food, agriculture including fisheries & healthy diets, health, maternal & child care, social protection and multi-sectoral nutrition governance.

The project activities should focus on multi-sectoral nutrition interventions with intended impact on nutrition outcomes for nutritionally vulnerable groups, including women, girls, adolescents, and vulnerable communities at sub-national level. These nutrition interventions should be coupled with capacity strengthening and other learning activities to strengthen ownership and capacity of those stakeholders involved in implementation of activities at community level. Each project should include a sustainability plan so that the activities may continue after the grant funding expires.

The projects should include activities that are:

- Catalytic;
- Innovative;
- Delivered through collaborations, partnerships and joint implementation;
- Built on existing delivery systems which can be scaled up at sub-national level;
- Sustainable; and
- Scalable within districts/regions in-country.

Proposals should build on already identified needs at national and sub-national level, which are not funded by other partners/agencies.

The SUN Country Focal Point, with support from his/her Multi-Stakeholder Platform partners, should support the preparation and design of the project proposal. If one or more of the SUN Networks is not present at country level or does not participate via the Multi-Stakeholder Platform, efforts should be made to engage relevant stakeholders operating within that stakeholder group throughout the implementation cycle of the project.

The multi-sector/stakeholder approach aims to build collaboration and partnerships among the members of the Multi-Stakeholder Platform for impact and scalability – particularly at sub-national level. The proposal should be developed as a consortia, rather than by individual networks or constituent groups. The Pooled Fund intends to strengthen joint working and effective partnership in-country. The SUN Country Focal Point must have an active role in the preparation and implementation of the project (support of the project, consultations, needs identification, supervision of the project team, and coordination).

## Section 5: Window II Thematic Areas

The Pooled Fund Grants project agreement requires that grant support be allocated to eligible, in-country stakeholder applicants under the following thematic areas, as further outlined in SUN Movement Pooled Fund Results Framework. The project activities MUST cover Theme 1 and 2. Theme 3 is optional.

### **[MANDATORY] Theme 1: Improvement to Maternal and Child Health and Nutrition through multi-sectoral nutrition interventions (Proposals should dedicate 50-70% of budget to this theme.)**

Supporting SUN countries in implementation of nutrition activities both specific and sensitive that contribute to the improvement of maternal and child health and nutrition. This theme encourages activities at a localized or decentralized level.

Applicants may choose two or more nutrition sensitive and/or specific interventions suggested below, which are prioritized in the country's national/sub-national multi-sectoral nutrition plans and are relevant to the targeted sub-national regions/districts:

- ✓ Support improvement in maternal and child dietary practices
- ✓ Support prevention of acute malnutrition in children
- ✓ Support adolescent and pregnant women to have iron-rich diets and access to health facilities
- ✓ Promotion of optimal breastfeeding practices
- ✓ Protection of recommended Infant and Young Child Feeding practices
- ✓ Prevention of nutrition-related diseases
- ✓ Promotion of water, sanitation and hygiene for good nutrition

What success looks like:

Short term	Medium-term	Long-term
<ul style="list-style-type: none"> <li>• More people particularly women and children benefit from the project to improve health and nutrition behaviors.</li> <li>• Use of innovative approaches are tested in addressing the root cause of malnutrition.</li> <li>• Interventions are aligned with sub-national plans and trigger the longer-term solutions.</li> <li>• Activities designed to be implemented in 14 months project cycle with clear pathways for scaling up with co-funding from national and international funding sources.</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrate examples of activities on how the multi-sectoral plan and multi-stakeholder platforms (or similar structures) are implemented on the ground to benefit people particularly women and children.</li> </ul>	<ul style="list-style-type: none"> <li>• Improved health and nutrition status.</li> <li>• Reduced malnutrition in all forms.</li> </ul>

**[MANDATORY] Theme 2: Promote Ownership and Capacity Strengthening of Multi-Sector/Stakeholder Platform at decentralized level (Proposals should dedicate no more than 40% of budget to this theme.)** Supporting both tested and innovative approaches for building and strengthening domestic capabilities. This can include:

- ✓ Establishment or operationalizing of SUN Networks (UN, Donor, Civil Society, and Business),
- ✓ Operationalization of Multi-Sector/Stakeholder Platforms mainly at sub-national level,
- ✓ Capacity building of nutrition champions,
- ✓ Multi-Sector/Stakeholder Platform membership management, mapping and functionality.

What success looks like:

Short term	Medium-term	Long-term
<ul style="list-style-type: none"> <li>• Multi-Sector/Stakeholder Platforms are established and functional at national and sub-national levels.</li> <li>• Existence, composition and functionality of networks and alliances</li> </ul> <p><i>[Measured through existing – UN Network Functionality Index, SUN Business Network Functionality Index, and SUN Civil Society Functionality Index]</i></p>	<ul style="list-style-type: none"> <li>• Integration of undernutrition into national development plans and economic growth strategies.</li> <li>• Integration of overnutrition (obesity) in national development plans and economic growth strategies.</li> <li>• Development and implementation of costed multi-sectoral nutrition plans.</li> <li>• Increased spending for nutrition through national budget and donor funding.</li> </ul>	<ul style="list-style-type: none"> <li>• Improved health and nutrition status.</li> <li>• Reduced malnutrition in all forms.</li> </ul>

**[OPTIONAL] Theme 3: Strengthening of Sharing & Learning (Proposals should dedicate no more than 10% of budget to this theme, if selected.)**

Supporting activities focused on sharing and learning twinning between the members of the Multi-Stakeholder Platforms from different SUN Countries or from different districts/regions within the same SUN Country.

- ✓ Documentation of knowledge,
- ✓ Lessons learned and best practices,
- ✓ Twinning between the members of the Multi-Stakeholder Platforms from different SUN countries or from different districts/regions within the same SUN country,
  - (In-country visits, country exchanges, joint field visits, learning routes, knowledge management, human interest stories, etc.).

What success looks like:

Short term	Medium-term	Long-term
<ul style="list-style-type: none"> <li>• Knowledge and evidence documented and shared.</li> <li>• Programmatic exchanges on learning and sharing of best practices.</li> </ul>	<ul style="list-style-type: none"> <li>• Nutrition related policies, plans and programs have used (or are influenced by) the knowledge and evidence built by the Pooled Fund Window II project.</li> </ul>	<ul style="list-style-type: none"> <li>• Improved health and nutrition status.</li> <li>• Reduced malnutrition in all forms.</li> </ul>

## Section 5: General Award Information

Grant support will be allocated according to the following parameters:

- **Maximum award amount per grant:** Up to USD 300,000
- **Maximum number of grants to be awarded under this Call for Proposal:** 10
- **Match requirement:** There is no requirement for a grantee to match or co-finance any portion of the proposed grant activities
- **Indirect/overhead costs:** Indirect costs should not exceed 10% of direct costs
- **Period of activity:** maximum 14 months from the date of the signature of the Grant Support Agreement

## Section 7: Submission Instructions

**Deadline:** 31 July 2019 by 15:00 (Geneva Time). Late submissions will not be considered.

**Format:** Prior to submission, please ensure that you have completed the following:

1. Form A – Grant Application Form (MS Word) (Mandatory)
2. The last page of the Annex A – Grant Application Form, signed and scanned (PDF) (Mandatory)
3. Form B – Grant Budget Narrative (MS Word) (Mandatory)
4. Form C – Project Budget (MS Excel) (Mandatory)
5. Form D – Project Logframe (MS Excel) (Mandatory)
6. Form E – Project Workplan (MS Excel) (Mandatory)
7. Form F – SUN Government Focal Point Letter of Commitment (Optional).
8. Attached documentation certifying organization's legal registration (Mandatory).

9. **Team member(s)** to be involved in the project implementation with their responsibilities in brief and curriculum vitae/resumes. The team should be comprised of a **Project, Technical, and M&E contact person**. If any team member will be performing more than one role, please mark on the first page of the CVs. (Optional)

**Please save file names of attachments according to the following guidelines:**

[Attachment name]\_[Organisation Name]\_[Country Abbreviation]. For example, Grant\_Application\_Form\_ABC Civil Society\_Sudan. Large files may be compressed and attached as a zip file.

**Language:** Applications will be considered only if they are submitted in English, French, or Spanish.

**Address:** Please submit your application by email only. Submission will be accepted only if sent to the dedicated email address: [SUNgrants@unops.org](mailto:SUNgrants@unops.org). **UNOPS will not consider applications sent via post, or to alternative email addresses.**

**Please title the email accordingly as per this example:**

"SUN\_Grants\_2019\_002\_ ABC Country."

**Questions and clarification:** All questions during the proposal process, shall be sent via email to UNOPS dedicated email address - [SUNgrants@unops.org](mailto:SUNgrants@unops.org) before **14 July 2019**.

**Pre-submission meeting:** An online meeting about the application process will be held via Webex. The meetings will be in English, French, and Spanish. Please see below for instructions on how to join the meeting:

**[English] Interested Applicants: 2019 Call for Proposals – Window II: SUN Movement Pooled Fund for Multi-Sector/Stakeholder Platforms**

**Date: Tuesday, 18 June 2019 at 10:00 (Geneva, Switzerland Time)**

When it's time, join the meeting from here:

<https://meetings.webex.com/collabs/meetings/join?uuid=MAKNAD3RGYZ6EJC0U7PXZHDXN-1DQ87>

**Access Information**

Where: WebEx Online

Meeting number: 236 975 791

Meeting password: This meeting does not require a password.

**Audio Connection**

0800-051-3810 UK - Toll Free

+44-203-478-5289 UK Toll

Access code: 236 975 791

Need more numbers or information?

Check out global call-in numbers:



<https://meetings.webex.com/collabs/meetings/globalCallInNumbers?uuid=MAKNAD3RGYZ6EJC0U7PXZHDXN-1DQ87>

Toll-free calling restrictions:

[https://www.webex.com/pdf/tollfree\\_restrictions.pdf](https://www.webex.com/pdf/tollfree_restrictions.pdf)

## Section 8: The Grant Evaluation Methodology

The Grant Evaluation Committee will consider each proposal in a two-step selection process. The first stage of the selection process will review the eligibility of the applicant and the compliance of their application – as per Step 1: Eligibility Criteria on page 7 of this document. Only the proposals that pass the first stage will advance to the second stage. The second stage of the selection will be a programmatic evaluation on the merits of the proposal, project activities, and project budget – as per Step 2: Evaluation Criteria on page 9 of this document.

The Grant Evaluation Committee consists of UNOPS personnel, technical experts, and external representatives that are free from personal, financial, commercial, and political conflicts of interest. All personnel involved in the grant selection process certify that:

- (a) The Call for Proposal is posted publicly on the [United Nations Global Marketplace](#) to ensure that information disseminated about the grant opportunity is public and widely available. Interested applicants should click the link above, select 'Business Opportunities', and scroll down to find the correct Call for Proposals. Interested applicants may then click the Call for Proposals link and download all the relevant documents.
- (b) During the solicitation phase, all potential applicants receive identical information and any clarifications on solicitation documents are provided at approximately the same time to all;
- (c) Individuals having a personal or financial interest in a potential applicant responding to a solicitation declare such a position and are prohibited from any involvement in the grant selection and approval process.

### Step 1: Eligibility Criteria

All Grantees **must** comply with these minimum eligibility criteria to be allowed to the grant evaluation step:

Eligibility Review	Remarks
1. A completed application form with the required attachments are submitted prior to the closing date/time of the Call for Proposal period.	
2. The applicant is from one of the SUN countries.	
3. The applicant's country has an existing National Nutrition Plan or are in the process of developing one with a functional Multi-Sector/Stakeholder Platform or a coordinating mechanism at national level.	As indicated in country's Joint Annual Assessment.



4. The application is received from a registered stakeholder/agency with permission to operate in the country for suggested activities to strengthen the multi-sector/stakeholder platform  [Please attach proof of registration allowing operations in the country of suggested activities. Depending on the type of applicant, this may be a business license, tax identification letter, certified articles of incorporation, etc.].	Proof of registration should not be expired.  Government ministries are exempt from this criterion.
5. The applicant and its executive are free from United Nations and World Bank vendor sanctions  [The grant evaluation committee will check the applicant against the sanctions list].	
6. The proposed budget does not exceed USD 300,000 for a 14-month period.	
7. The organization certifies in the Section 5 of <a href="#">Form A: Grant Application Form</a> that it abides to existing national legal obligations and regulations, and applicable international codes and obligations including the International Code of Marketing of Breast Milk Substitutes and subsequent relevant WHA resolutions.	
8. The proposal's budget shall not include costs related to construction or acquisition of real property.	

*All proposals that meet the above minimum eligibility criteria will be evaluated as per the process described below.*

## Step 2: Evaluation Criteria

In line with UNOPS evaluation principles of fairness, transparency and integrity, a Grant Evaluation Committee will be responsible for the review of proposals and the Grantee selection. The review is based on the criteria outlined in this 'Call for Proposals' and includes an assessment of the grant proposal's formal, technical and financial aspects.

A predefined set evaluation criterion will be used to evaluate the 3 core elements of each proposal: how it is catalytic, how it is innovative, and how it can be scaled up.

EVALUATION REVIEW	Points Obtainable	General Remarks:
<b>Background</b>		
1. Has the applicant demonstrated experience to successfully implement the grant activities/projects?	<b>10</b>	See: Section 2, Questions 1.0 and 1.1 of Grant Application
2. Does the proposal clearly outline the project partners? Considerations include:	<b>15</b>	See: Section 2, Questions 2.0 and 2.1

<ul style="list-style-type: none"> <li>a) A variety of partnerships, particularly at the local level?</li> <li>b) The specific roles and responsibilities of the partners?</li> <li>c) Any sub-grantee/sub-contracting between the primary applicant and partner(s)?</li> <li>d) Any formal/informal contributions from specific partners in support of the project?</li> </ul>		
<p>3. The proposal should be accompanied by letter of commitment from the <a href="#">SUN Government Focal Point</a> on behalf of the national SUN Multi-Sector/Stakeholder Platform to:</p> <ul style="list-style-type: none"> <li>a) Confirm alignment of the proposal with country strategies or plans for nutrition.</li> <li>b) Endorse the existence of a functional Multi-Sector/Stakeholder Platform at a national and sub-national level.</li> <li>c) Confirm that there are at least two SUN networks in-country.</li> <li>d) Certify that the primary applicant is a member of the national Multi-Sector/Stakeholder Platform.</li> </ul>	<b>20</b>	See: Section 2, Question 3 [i.e. Signed Letter of Commitment]
<p>4. Is there a functional SUN Multi-Sector/Stakeholder Platform or a coordination mechanism in place?</p>	<b>10</b>	See: Section 2, Question 4
<i>Subtotal for organizational capacity</i>	<b>55</b>	
<b>SCOPE OF WORK</b>		
<p>5. Is the Statement of Need specific, compelling, and aligning to national nutrition priorities, policies, and strategies?</p>	<b>10</b>	See: Section 3, Question 5
<p>6. Does the proposal show how the needs were established in a participatory way?</p>	<b>10</b>	See: Section 3, Question 6
<p>7. Is the project innovative?</p>	<b>5</b>	See: Section 3, Question 7
<p>8. Have gender considerations been included in the project design?</p>	<b>10</b>	See: Section 3, Question 8
<p>9. Is the proposed project workplan and indicators ambitious but achievable?</p>	<b>10</b>	See: Section 3, Question 9 [i.e. <i>Form 1: Project Logframe and Form 2: Project Workplan</i> ]

<i>Subtotal for Scope of Work</i>	<b>45</b>	
<b>METHODOLOGY/TECHNICAL APPROACH</b>		
10. Does the proposal present a sound, competent project team?	<b>5</b>	See: Section 4, Question 10 and attached curriculum vitae [if available]
11. Is the grant budget specific, accurate, complete, and realistic?	<b>10</b>	See: Section 4, Question 11 [e.g. Budget Detail & Budget Narrative]
12. Have substantial risk factors, based on internal and external conditions, been taken into account?	<b>5</b>	See: Section 4, Question 12
13. How the interventions will be sustained and scaled up? How will the Multi-Sector/Stakeholder Platform continue at the national and subnational level?	<b>10</b>	See: Section 4, Question 13
<i>Total points for Methodology/Technical Approach</i>	<b>30</b>	
<b>Evaluation Subtotal:</b>	<b>130</b>	
<b>Threshold for Technical Compliance:</b> (Includes Focal Point Endorsement)	<b>X</b> <b>(or 60%)</b>	
<b>Final score</b>		

## Section 6: Budget Detail & Budget Narrative

### Part A: General Information

The development and management of a realistic and transparent budget detail and an informative budget narrative is an important part of developing and implementing successful grant activities. These two documents are required for the application to be considered. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact of the project. The following important principles should be kept in mind while preparing Form B: Budget Narrative and Form C: Project Budget

- 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.
- Do not overinflate the budget. While applicants are encouraged to calculate some room for fluctuation in costs and exchange rates, it is preferable for Grantees to spend down their budgets than to leave large amounts of unspent funding at the end of the project.
- The budget should include all costs associated with managing and administering the grant project. In particular, applicants should consider the cost of monitoring and evaluation, collecting baseline data or baseline surveys, accounting or auditing services, security provisions, insurance, etc.
- Reasonable indirect costs related to administration of the grant are permitted up to a maximum of 10% of the total direct costs.
- Grantees should not request items with a unit value greater than USD 2,500 in their project budget. Should this be the case, please provide an explanation in the Budget Narrative.

- The budget should be organized by category, not by activity. Activities should be outlined in the project plan, whereas procurement/expense type should be outlined in the budget.
- The budget line items are general categories intended to assist in thinking through where money will be spent. If a planned expenditure does not appear to fit in any of the standard line item categories, list the item under the category “Other Costs,” and state for what the money is to be used briefly in the line item and comprehensively in the budget narrative.
  - Please list sub-grants and sub-contract (if applicable) in the Other Costs category. You may name the entity in the budget.
  - Please list consultants and contractors in the Other Costs category (if applicable).
- Applicants MUST submit a budget narrative. It should be an MS Word document; this will allow the Grant Analyst to modify for revisions, if necessary, in collaboration with the selected applicant.
- Applicants may NOT use Pooled Funds to subsidize travel to the SUN Movement Global Gathering.

## Section 7: Award Information

The Grant Support Agreement (GSA) constitutes an integral part of this Call for Proposals. Therefore, applicants are asked to read this agreement before submitting a proposal. Please see the Call for Proposals [Annex A: UNOPS Sample Grant Support Agreement](#) and [Annex B: UNOPS Sample Grant Support Agreement General Conditions](#), in this document.

**Please Note: In the Grant Support Agreement General Conditions, UNOPS request grant recipients to open a separate bank account in USD to hold their funds.**

Applicants will be notified of the status of their application. Applicants who are not selected for a Pooled Fund grant may request the Grant Evaluation Committee’s opinion by contacting the Grants Analyst, at [SUNgrants@unops.org](mailto:SUNgrants@unops.org).

## Annex A: UNOPS Sample Grant Support Agreement

### Grant Support Agreement

IN SUPPORT OF

[Insert short grant activity or project title ]

GRANTEE NAME:

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

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

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

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

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

#### 1. Agreement Documents

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

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

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

#### 2. Purpose of the Agreement

2.1 The purpose of this Agreement is to provide support for the Activity being [insert short grant activity description] in [insert country] as described in Annex A (the Terms of Reference). None of the funds

provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex A.

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

### **3. Duration of this Agreement**

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

### **4. Role of the Grantee**

- 4.1 The Grantee shall:

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

### **5. Grant Amount and Payments**

- 5.1 UNOPS hereby grants to the Grantee the total amount of USD [insert US Dollar amount in figures and words] as shown in the Budget in Annex B.
- 5.2 Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone reports along with payment requests, subject to the Grantee's continued performance of its obligations under this Agreement:<sup>1</sup>

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

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<sup>1</sup> Any advance payment made under the Agreement totalling more than USD30,000 of the total Grant Amount be conditional on the provision of a justification and subsequent approval by UNOPS. Moreover, following the receipt of such exceptional justification, UNOPS may, at its own discretion, further request the Grantee to submit documentation regarding its financial status together with reasonable cash flow estimates. Any advance payment exceeding USD250,000 shall be conditional on a financial guarantee of an amount equivalent to the advance payment.

**Milestone 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].

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

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

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

**Option A:**

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

or

**Option B:**

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

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

## 6. Reporting and Evaluation

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

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

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



- (a) To UNOPS, a final financial report on the use of Grant funds<sup>2</sup>; 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 16 of the General Conditions.

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

## 7. Special Conditions

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

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

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

<b>FOR UNOPS:</b>	<b>FOR THE GRANTEE:</b>
_____	_____
[insert name]	[insert name]
[title], [office]	[title]
Date ( <b>mandatory</b> ):	Date ( <b>mandatory</b> ):

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

## Annex B: UNOPS Sample Grant Support Agreement General Conditions

### GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS

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

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

#### 2. Intellectual Property Rights

- 2.1 All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of this Activity, shall become the sole property of the Funding Source, unless otherwise stipulated in the Project Agreement.

- 2.2 The Grantee shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee's performance.

### **3. Confidentiality**

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

### **4. Allowable Costs**

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

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

- 5.1 The Grantee undertakes to provide any detailed information requested by UNOPS to verify that the Activity and the provisions of the Agreement are being properly implemented.
- 5.2 The Grantee shall maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles [or applicable national legislation] to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation will as a minimum be adequate to verify all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Grantee's records and sub-Grantee records which pertain to this Agreement shall be retained for a period of seven years from the date of submission of the final financial report and may be audited by UNOPS and/or its representatives.

- 5.3 The Grantee shall furnish, compile and make available at all times to UNOPS any records or information, oral or written, which UNOPS may reasonably request in respect of the funds received by the Grantee.
- 5.4 UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds.
- 5.5 The Grantee shall allow UNOPS staff and outside personnel (including third party entities engaged by UNOPS) the appropriate right of access to sites and premises of the Activity, and to all records and information required in order to conduct a financial review or audit.
- 5.6 This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate Article 5.2 of this provision.

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

- 6.1 The Grantee shall maintain advances of UNOPS funds in dedicated and separate accounts to the Grantee's ordinary funds. Such accounts must be interest bearing, unless:
  - (a) The Grantee receives less than \$100,000 in UNOPS awards per year;
  - (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on UNOPS cash balances; or
  - (c) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.
- 6.2 Interest earned on advances will be remitted to UNOPS. However, the Grantee may retain up to \$250 of interest earnings per account per year, for administrative expenses.
- 6.3 At the time the Agreement expires or is terminated, the following types of funds shall immediately revert to UNOPS:
  - (a) Any balance of funds that has not been disbursed to the Grantee; or
  - (b) UNOPS has advanced funds to the Grantee, but the Grantee has not expended them.
- 6.4 Notwithstanding 6.3 (a) and (b) above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to UNOPS.
- 6.5 UNOPS reserves the right to require refund by the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Agreement. In the event that a final audit has not been performed prior to the closeout of this Agreement, UNOPS retains the right to a refund until all claims which may result from the final audit have been resolved between UNOPS and the Grantee.
- 6.6 The Grantee acknowledges that UNOPS and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to UNOPS or if this Agreement is rescinded, the Grantee acknowledges that UNOPS will have no further obligation to the Grantee as a result of such return or rescission.

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

- 7.1 The approved Agreement budget is the financial expression of the Grantee's programme as approved during the award of the Agreement process.
- 7.2 The Grantee is required to report, in writing, deviations from budget and programme plans, and request prior approvals from UNOPS for any of the following reasons:

- (a) To change the scope or the objectives of the programme and/or revise the funding allocated among project objectives.
- (b) To change a key person where specified in the Agreement, or allow a 25% reduction in time devoted to the project.
- (c) Additional funding is needed.
- (d) Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
- (e) The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.

- 7.3 The Grantee is further restricted from transferring funds among cost categories. The Grantee is required to get the prior approval of UNOPS before making budget shifts which expect to exceed 50 % of the total Grant budget.
- 7.4 UNOPS is under no obligation to reimburse the Grantee for costs incurred in excess of the total grant amount specified in this Agreement. An increase to the total grant amount shall require an amendment to the Agreement in writing.
- 7.5 The total grant amount under this Agreement is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

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

- 8.1 Where implementation of the Activity requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- 8.2 The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall

fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.

- 8.3 Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 8.4 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

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

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

## **10. Third Party Claims**

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

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

- 11.1 Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.
- 11.2 The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with project funds supplied by UNOPS. The Grantee will submit an inventory of such equipment to UNOPS, indicating description, serial no., date of purchase, original cost, present condition, location of each item attached to each half yearly milestone report. Equipment purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex B throughout the duration of this Agreement.
- 11.3 Within 90 calendar days after the end of the Agreement, the Grantee will provide a list, for UNOPS' review and approval, of each item that has an acquisition value of USD 500 or more, with a corresponding detailed proposal relating to the future status of that item, namely whether it is intended for sale, transfer or donation. Where the Grantee sells the property, or item, it will transfer the proceeds of the sale to UNOPS within 30 calendar days.

## 12. Anti-corruption

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

## 13. Anti-terrorism

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

## 14. Child Protection

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

## 15. Suspension

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



## 16. Termination

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

## 17. Amendment

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

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**

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