

## Grant Support Agreement

IN SUPPORT OF

[Insert short 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 project or primary programme description] (hereinafter referred to as the “Project”), 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: Project Summary
- iii. Annex B: Grant Budget
- iv. Annex C: Reporting Templates
- 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 Project [insert short project description] in [insert country] as described in Annex A (the Project Summary Document). None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annexes A and B.

2.2 Grant support is being provided to the Grantee on the condition that the Project 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 Project 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 Project 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; and
- e. Ensure professional management of the Project, 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:

*[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].

**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 to UNOPS 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) Financial reports on the use of Grant funds [insert frequency, e.g. six months]; and
- (b) 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 to UNOPS the following reports in the formats provided in Annex C:

- (a) A final audited financial report on the use of Grant funds<sup>1</sup>; and
- (b) Final narrative milestone summary report.

6.3 Failure to submit the reports specified in clause 6.2 without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 15 of the General Conditions.

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 6.2 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']

7.2 UNOPS - Cities Alliance is committed to gender equality as a central premise of its approach to urban development and the grantee will ensure gender responsive approach in implementation of the grant activities.

7.3 The responsibility of the management of the grant, implementation of activities and deliverables lies with the grantee, and UNOPS will not interact or liaise with the sub-grantees. The standard UNOPS provisions on sub-grantees as set out in Annex D to the Grant Support Agreement apply to [insert grantee].

7.4 Article 2.1 of Annex D is deleted and replaced with the following:

"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 Project, shall become the

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<sup>1</sup> For total grants above US\$ 50,000 a certified final financial report is required.

property of the Grantee. UNOPS and, if applicable, any relevant programme or government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.”

7.5 In the case of a Grantee receiving funds pursuant to this Agreement from UNOPS for a publication, whether joint publication or otherwise, the Grantee agrees to acknowledge Cities Alliance as a donor partner by featuring the Cities Alliance logo prominently on the cover page of all such publications (both electronic and print form).

7.6 The Grantee shall acknowledge Cities Alliance’s contribution in any reference made by it with respect to the Project in speeches, press releases, publications, online articles, social media, audio-visual material or other similar publications i.e. all communications and advocacy material resulting from this funded activity.

**8. Correspondence**

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

<p><b>For UNOPS:</b></p>  <p>[insert name, title, address, phone, e-mail]</p>	<p><b>For the Grantee:</b></p>  <p>[insert name, title, address, phone, e-mail]</p>
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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.

<p><b>FOR UNOPS:</b></p>   <p>_____</p> <p>[insert name] [title] [Institution]</p> <p>Date (<b>mandatory</b>):</p>	<p><b>FOR THE GRANTEE:</b></p>   <p>_____</p> <p>[insert name] [title] [Institution]</p> <p>Date (<b>mandatory</b>):</p>
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**PROJECT SUMMARY: GRANT OBJECTIVES, ACTIVITIES AND OUTPUTS**
**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.*

**C. ACTIVITIES AND OUTPUTS**

- *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.*

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

**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 Recipient 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)								
		Budget per expenditure category (US\$)					F (A+B+C+D+E)	
		A	B	C	D	E		
I. PROJECT ACTIVITIES	Activity Description	Staff Costs (Salaries & Travel)	Consulting Services (Fees & Travel)	Training/ Workshops/ Seminars	Dissemination costs	Fixed Assets/ Other Operating Costs	TOTAL CA grant (US\$)	Comments
	Activity 1							
	Activity 2							
	Activity ...							
	<b>SUBTOTAL PROJECT ACTIVITIES</b>							
II. PROJECT ADMIN&SUPERVISION								
	Independent Audit							
	Other Grant Administration Costs							
	Project Management/ Supervision Costs							
	<b>SUB-TOTAL ADMIN&amp;SUPERVISION COSTS</b>							
	<b>TOTAL (I+II)</b>							
III. CO-FINANCING								
	<b>GRANDTOTAL (I+II+III)</b>							

**Cities Alliance**  
Cities Without Slums

## 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 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 Project:

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 spent (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, include attachments for deliverables/outputs)*

**2.2 Problems encountered/causes for delays/remedies during the reporting period:**

*(Please explain each output that is behind schedule or under target and describe and justify any adjustments to activities and outputs made to get back on track)*

**2.3 Any risks:** ( please describe any risks related to external context, procurement and financial arrangements, ethics, negative social and environmental impacts etc. which have emerged during the reporting period)

**2.4 Key lessons learned during the reporting period:** *(describe lessons from project management and design, participation, partnership, scaling-up, institutionalisation, financial sustainability, etc.):*

**2.5 Assessment of expected results/impact in relation to Cities Alliance 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

**2.6 Describe attachments (if any):**

### ***3. Future Planning***

**3.1 Projections for next 6 months (anticipated progress, problems or issues):**

**3.2 Linkages to investments and other funding (identification of specific investment links and founding sources and amounts):**

**3.3. Other relevant information:**

### ***4. Feedback and Signature***

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

**4.2. Project Manager Signature:**

*[Name and Title]*

*[Signature]*

**TO BE COMPLETED BY THE CITIES ALLIANCE SECRETARIAT**

**1 Analysis of the grant progress:**

**2 identified risks, issues and recommendations:**

**3. Other comments:**

**4. Clearances:**

Approval of Progress Report

Approval of disbursement *(if applicable)*

Date

**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 Secretariat for an overall assessment of the Grant and its compliance with terms of the grant agreement.

**1. Grant data****1.1 Name of Project:****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 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 intent)*

**2.2 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 and please include attachments in final copy for all outputs/deliverables produced as stated in the Grant Agreement)*

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

**2.4 Assessment of results in relation to the Cities Alliance Result Framework:** *(please explain how the completed activities and outputs contributed to the following key results areas of the Cities Alliance – where not applicable specify N/A and 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

**2.5 Key lessons learned during the project:** *(please list and describe the most significant positive and negative lessons learned with regard to project management and design, participation, partnership, scaling-up, institutionalisation, financial sustainability, 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 as a result of project activities:**

**3. Please provide information on other relevant impact if any (including 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]*

**TO BE COMPLETED BY THE CITIES ALLIANCE SECRETARIAT****1. Overall assessment of the grant:****2. Identified risks, issues and recommendations:****3. Outputs quality:** *(please assess the quality of each of the outputs produced)***4. Effectiveness Ratings****4.1 Project Success**

- Very Unsatisfactory
- Unsatisfactory
- Neither Sat. nor Unsat.
- Satisfactory
- Very Satisfactory

**4.2 Secretariat Supervision**

- Very Unsatisfactory
- Unsatisfactory
- Neither Sat. nor Unsat.
- Satisfactory
- Very Satisfactory

**4.3 Grantee Performance**

- Very Unsatisfactory
- Unsatisfactory
- Neither Sat. nor Unsat.
- Satisfactory
- Very Satisfactory

**5. Other comments:****6. Clearances:**

**Approval of Completion  
Report**

**Approval of final installment**  
*(if applicable)*

**Date**

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## Financial Report

<b>Grant funds Available</b>									
Opening Balance							0		
Funds Received from the Cities Alliance							0		
Interest earned on Cities Alliance funding							0		
Total Grant Funds Available for this Period							0		
<b>Expenditures</b>									
Agreed Activities	Total CA approved Project Budget	Staff Costs (Salaries & Travel)	Consulting Services	Training/ Workshop/ Seminars	Dissemination cost	Others	Total for the Semester (USD)	Cumulative Expend up to the reporting period (USD)	Exchange rate applied
		1	2	3	4	5	6=(1+2+3+4+5)		
Activity 1									
Activity 2									
Activity 3									
Activity 4									
Activity x									
<b>CA Approved Budget &amp; Expenditures for - Direct Project Activities</b>	<b>\$0</b>								-
Audit Cost									
Grant Supervision and Administration									
<b>CA Approved Budget &amp; Expenditures for Grant Supervisions &amp; Administration</b>	<b>\$0</b>								
<b>Cities Alliance TOTAL Approved Project Budget &amp; Expenditures</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			-
<b>Closing Balance / Funds Carried Forward</b>							XX		
<i>Prepared** by (name)</i>					<i>Authorized Signatory Signature (Project Manager)</i>				

**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 Project'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 Project.
- 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 Project, 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 Project 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 Project, 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 Project 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 Project, 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 3.3 (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 Project 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 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 Project under the Agreement in order to renegotiate and/or propose necessary amendments to the Agreement to redress the situation. When UNOPS suspends the Project, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Project.
- 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 Project, or part of the Project, which has been suspended.
- 14.4 The Project, 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 Project). 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 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.
- 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.