

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 (Project Description and Call Guidelines)
- 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 ALL **[Albanian Lek insert amount in figures and words]** as shown in the Budget in Annex B.

5.2 Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone reports along with payment requests, subject to the Grantee's continued performance of its obligations under this Agreement:¹

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

Milestone 1: **[insert ALL amount in figures and words]**, upon signature of this Agreement by both parties.

Milestone 2: **[insert ALL amount in figures and words]**, upon certification by UNOPS of receipt and acceptance of the first milestone report, narrative reports as per 6.1 and interim financial report on the use of Grant Milestone 1 funds at 70% ratio. **[insert date in month-year format]**.

Milestone 3 : **[insert ALL 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.

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

- 5.3 All payments to the Grantee shall be in ALL and shall be deposited into the Grantee's bank account in accordance with the vendor profile form completed and submitted by the Grantee to UNOPS in accordance to the milestones Clause 5.2
- 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 the following milestone reports during the life of this Agreement in the formats provided in Annex B, 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,]; and
 - (b) To UNOPS, milestone narrative reports every [insert frequency].
- 6.2 Within 30 (thirty) calendar days of the end date specified in Clause 3.2 above, the Grantee shall submit the following reports in the formats provided in Annex C:
- (a) To UNOPS, a final financial report on the use of Grant funds²; and
 - (b) To UNOPS, 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

The purpose of this Schedule is to incorporate into the Agreement certain provisions that UNOPS considers necessary to discharge its obligations to the European Union, represented by the European Commission (the "Funding Source") pursuant to the Contribution Agreement entered into between UNOPS and the Funding Source (the "Contribution Agreement"). The provisions contained herein shall supplement those of the main Agreement and, in the event of an inconsistency with any other terms, the terms herein shall take precedence. The terms used herein shall be as defined in the Agreement and in the Contribution Agreement, as the context requires.

7.1 General Responsibilities

- 7.1.1 The Grantee shall, to the fullest degree possible in line with its constitutional, legal, and contractual obligations, enable UNOPS to fulfil its obligations under its Contribution Agreement with the EU. In this regard, the Grantee shall give favourable consideration to any request made by UNOPS that is reasonably required for the implementation of the Action.
- 7.1.2 The Grantee shall respect the principles of Sound Financial Management, transparency, non-discrimination and and visibility of the European Union in implementing the activities.
- 7.1.3 The Grantee shall promote the respect of human rights and respect applicable environmental legislation, including multilateral environmental agreements, as well as internationally agreed core labour standards. The Grantee shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

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

7.2 Information and Reporting

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

7.2.2 The Grantee shall notify UNOPS without delay of any circumstances likely to jeopardise the performance of the activities.

7.3 Liability towards third parties

7.3.1 UNOPS shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Grantee while the Project/Activity is being carried out, or as a consequence of the Project/Activity. UNOPS shall therefore not accept any claim for compensation or increase in payment in connection with such damage or injury.

7.3.2 UNOPS shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Project/Activity.

7.3.3 The Grantee shall discharge UNOPS of all liability associated with any claim or action brought as a result of an infringement of the Grantee's rules or regulations committed by the Grantee, the Grantee's employees or individuals for whom those employees are responsible, or as a result of a violation of third party's rights in the context of the implementation of the Project/Activity.

7.4 Conflicts of interests

7.4.1 The Grantee shall refrain, in accordance with its rules and regulations, from any action that may give rise to a conflict of interest.

7.4.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

7.5 Confidentiality

7.5.1 UNOPS and the Grantee shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the parties so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, contractors, grant beneficiaries or the final beneficiaries of the Action.

7.5.2 The parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:

7.5.2.1 the communicating party agrees in writing to release the other party from the earlier confidentiality obligations; or

7.5.2.2 the confidential information becomes public through other means than in breach of the confidentiality obligation by the party bound by that obligation; or

7.5.2.3 the disclosure of confidential information is required by law or by rules and regulations established in accordance with the basic constitutive document of any of the parties.

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

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

7.6 Data Protection

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

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

7.7 Communication and visibility

7.7.1 The Grantee shall act in accordance with the Communication and Visibility Plan and related instruments for the Action, insofar as it relates to the Project/Activities for which the Grantee is responsible.

7.7.2 Unless UNOPS otherwise directs, the Grantee shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the final beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Grantee pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action³ published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.

7.7.3 If, during the implementation of the Project/Activities, equipment, vehicles or major supplies are purchased using the EU Contribution, the Grantee shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the Programme logo. Where such display could jeopardise the Grantee's privileges and immunities or the safety of the Grantee's staff or of the final beneficiaries, the Grantee shall propose appropriate alternative arrangements. The acknowledgement and the Programme logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Grantee, nor the ownership of the equipment, vehicles or major supplies by the Grantee.

³ See here: https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en

7.7.4 If the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local grant beneficiaries or final beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Grantee retains ownership in accordance with the relevant provisions of the Agreement, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Grantee.

7.7.5 Unless disclosure risks threatening the Grantee's safety or harming its interests, the Grantee consents to publication in any form and medium, including on the internet sites of the European Commission, the name and address of the Grantee, the purpose and amount of the EU Contribution.

7.7.6 The Grantee shall ensure that reports, publications, press releases and updates relevant to the Project/Activity are communicated to the address(es) stated in the Special Conditions upon their issuance.

7.7.7 The parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures UNOPS may take in case of substantial breach of an obligation.

7.8 Right to use results and transfer of equipment

7.8.1 The intellectual property and other proprietary rights to the plans, drawings, specifications, designs, reports, other documents and discoveries and data ("Materials") is owned by the party that developed or prepared it. To the extent that the Grantee uses in the performance of its obligations under this Agreement any of its intellectual property or other proprietary rights that pre-existed or that it acquired or developed independently of its performance under this Agreement, the Grantee grants a perpetual, licence to use such intellectual property and other proprietary rights to UNOPS for its purposes, including the right of to transfer or sub-license the Materials to the European Commission, and if applicable to the government, to use for their own non-commercial purposes.

7.8.2 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local grant beneficiaries or final beneficiaries, at the latest when submitting the final report.

7.8.3 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.

7.8.4 By way of derogation from Article 8.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.

7.8.5 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest - together with the submission of the final report. In no event may the end use jeopardise the sustainability of the Action.

7.9 Recovery

7.9.1 Where an amount is to be recovered under the terms of the Agreement, the Grantee shall repay the amount due to UNOPS. In the event that the Grantee fails to make such repayments by the date notified to the Grantee by UNOPS, UNOPS shall be entitled to recover the amount due by offsetting it against any amounts owed by UNOPS to the Grantee or by taking legal action in accordance with the applicable dispute resolution provisions. Late payment interest charges properly incurred by UNOPS shall be reimbursed by the Grantee insofar as these were caused by the Grantee.

7.10 Accounts and archiving

7.10.1 In the event of an ongoing audit, verification, appeal, litigation or pursuit of claim or investigation by the Funding Source or its representatives, as duly notified by UNOPS to the Grantee, the Grantee's obligation to maintain records and documentation shall be extended until the final conclusion of those processes.

7.11 Access and financial checks

7.11.1 The Grantee shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.

7.11.2 The Grantee agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.

7.11.3 The Grantee agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such cases, the Grantee shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.

7.11.4 To the extent that the EU Contribution and the uses to which it has been applied are subject to desk reviews, on-the-spot checks, investigations, inspections and audits by the European Commission, the European Anti-Fraud Office, and the European Court of Auditors, the Grantee undertakes to provide the relevant officials and their authorised agents, upon request by UNOPS, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Grantee shall take all necessary measures to facilitate these checks in accordance with its rules and regulations. The documents and computerised data may include information that the Grantee considers confidential in accordance with its own established rules and regulations or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Grantee being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the parties may agree to send copies of such documents for a desk review.

7.11.5 UNOPS shall inform the Grantee of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.

7.11.6 Failure to comply with the obligations set forth in this Article constitutes a case of breach of a substantial obligation under this Agreement.

7.12 Eligibility of costs

7.12.1 Direct costs are eligible only if they meet all the following criteria:

7.12.1.1 they are necessary for carrying out the Project/Activities, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;

7.12.1.2 they are incurred in accordance with the provisions of this Agreement;

7.12.1.3 they are actually incurred by the Grantee, i.e. they represent real expenditure definitely and genuinely borne by the Grantee;

7.12.1.4 they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Grantee regardless of their source of funding;

7.12.1.5 they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;

7.12.1.6 they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Grantee;

7.12.1.7 they are covered by one of the sub-headings indicated in the estimated budget and by the activities described in the Agreement; and

7.12.1.8 they comply with the applicable tax and social legislation taking into account (if applicable) the Grantee's privileges and immunities.

7.12.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Project/Activities and not considered part of the activities to be financed from the EU Contribution, including corporate management costs or other costs linked to the normal functioning of the Grantee, such as horizontal and support staff, office or equipment costs (except when duly justified and described in the relevant part of the Agreement, such as a project office in which case see Article 12.5 below).

7.12.3 The following costs are ineligible for EU financing:

7.12.3.1 bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Grantee may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;

7.12.3.2 full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Project/Activities and ownership is transferred in accordance with this Agreement;

7.12.3.3 duties, taxes and charges, including VAT, that are recoverable/deductible by the Grantee;

7.12.3.4 return of capital;

7.12.3.5 debts and debt service charges;

7.12.3.6 provision for losses, debts or potential future liabilities;

7.12.3.7 banking charges for the transfers from and to the Contracting Authority;

7.12.3.8 costs incurred during the suspension of the implementation of the Agreement except as may be authorised by UNOPS on an exceptional basis;

7.12.3.9 costs declared by the Grantee under another agreement financed by the European Union budget (including through the European Development Fund);

7.12.3.10 contributions in kind (the cost of staff assigned to the Project/Activities and actually incurred by the Grantee is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 12.4 above); and

7.12.3.11 costs of purchase of land or buildings, unless otherwise expressly provided in the Agreement.

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

7.12.4.1 They comply with the cost eligibility criteria referred to in Article 12.1 above;

7.12.4.2 They fall within one of the following categories:

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

7.12.4.2.2 travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;

7.12.4.2.3 depreciation costs, rental costs or lease of equipment and assets composing the project office;

7.12.4.2.4 costs of maintenance and repair contracts specifically awarded for the operations of the project office;

7.12.4.2.5 costs of consumables and supplies specifically purchased for the operations of the project office;

7.12.4.2.6 costs of IT and telecommunication services specifically purchased for the operations of the project office;

7.12.4.2.7 costs of energy and water specifically supplied for the operations of the project office; or

7.12.4.2.8 costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office.

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

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

7.13 Ex Post Publication of information on Contractors and Grant Beneficiaries

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

8. Correspondence

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

For UNOPS: [insert name, address, e-mail, phone]	For the Grantee: [insert name, address, e-mail, phone]
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8.2 Any notice given by UNOPS or the Grantee shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses specified in 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.

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

TERMS OF REFERENCE:

Description and scope of grant activity/project
Call for proposal

ANNEX B

GRANT BUDGET

ANNEX C

REPORTING

Milestone report / final milestone summary report (narrative)

Financial report (on the use of grant funds)

Final financial report (on the use of grant funds)

ANNEX D

GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS

1. Liability and General Obligations of Grantee

- 1.1 The Grantee shall be responsible for complying with any legal obligations incumbent on them.
- 1.2 The Grantee shall carry out all activities for which it is responsible under this Agreement with due diligence and efficiency.
- 1.3 UNOPS shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activity's execution.
- 1.4 The Grantees shall make good any damage sustained by UNOPS as a result of the execution or faulty execution of the Activity.
- 1.5 Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that UNOPS shall not interfere in the exercise of such control. However, both the quality of the Grantee's work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNOPS. If at any time UNOPS is not satisfied with the quality of work or the progress being made toward achieving such goals, UNOPS may in its discretion (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Grantee; and/or (iii) seek any other remedy as may be necessary. UNOPS' determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Grantee insofar as further payments by UNOPS are concerned.
- 1.6 UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the Grantee.
- 1.7 The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement 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 personnel 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 budget headings without prior approval from UNOPS. The Grantee is required to get the prior approval of UNOPS before making budget shifts which expect to change 50 % of a budget line.
- 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

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

11. Non-expendable equipment

- 11.1 Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.
- 11.2 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 30 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/ag_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

14. Child Protection

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

15. Suspension

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

16. Termination

- 16.1 UNOPS may terminate this Agreement at any time, in whole or in part, upon 14 calendar days' written notice to the Grantee, whenever it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, or where sufficient funds have not been made available to UNOPS by its funding sources.
- 16.2 This Agreement may be terminated at any time, in whole or in part, by UNOPS with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from UNOPS to the Grantee.
- 16.3 UNOPS may terminate this Agreement or portion of this Agreement with immediate effect upon written notice to the Grantee if it determines that corrupt, fraudulent or misrepresentative practices were engaged in by representatives of the Grantee during award or during the execution of this Agreement

without the Grantee having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.

- 16.4 Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Grantee shall not incur costs after the effective date of termination.
- 16.5 The Grantee shall within 30 calendar days after the effective date of such termination repay to UNOPS all unexpended UNOPS funds which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by UNOPS to the Grantee prior to the effective date of the termination of this Agreement be insufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to UNOPS within 90 calendar days after the effective date of such termination a written request for payment covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Grantee under such claim in accordance with this Agreement. This provision must be included in all sub-agreements.
- 16.6 Any portion of this Agreement not terminated shall remain in full effect.

17. Amendment

- 17.1 No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorised representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

18. Dispute Resolution

- 18.1 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

19. Privileges and Immunities

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

20. Protections Against Exploitation Sexual Exploitation and Abuse

- 20.1 Grantee shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel or any other persons engaged and controlled by Grantee to perform any activities under the Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such a person. In addition, Grantee shall refrain from, and shall take all reasonable and appropriate measures to prohibit its Personnel or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitative or degrading to any person. The United Nations shall not apply the foregoing standard relating to age in any case in which Grantee's Personnel or any other person who may be engaged by Grantee to perform any activities under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Grantee's Personnel or other such person who may be engaged by Grantee to perform any activities under the Agreement.