GRANT SUPPORT AGREEMENT

IN SUPPORT OF

[INSERT SHORT GRANT ACTIVITY OR PROJECT TITLE]

GRANTEE NAME: [INSERT NAME]

GRANT NUMBER: […/…/……./…./…]

This Grant Support Agreement (hereinafter referred to as the "**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 the "**Grantee**"); collectively hereinafter referred to as the "**Parties**", or each individually as a "**Party**".

WHEREAS UNOPS intends 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 B [Terms of Reference], on the terms and conditions hereinafter set forth; and

WHEREAS the Grantee intends 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, listed in order of precedence, shall be deemed to form and be read and construed as an integral part of this Agreement:

i. This Instrument of Agreement (including any Special Conditions herein)

ii. Annex A: UNOPS General Conditions for Grant Support Agreements

iii. Annex B: Terms of Reference

iv. Annex C: Grant Budget

v. Annex D: Reporting

vi. Annex E: Protection from Sexual Exploitation and Abuse (PSEA) Capacity Assessment, dated [XXX].

1.2. This Agreement, and the Annexes attached hereto, shall constitute the entire Agreement between the Grantee and UNOPS, superseding all prior negotiations and/or agreements, whether oral or in writing, pertaining to the subject matter of this Agreement.

2. Purpose of the Agreement

2.1. The purpose of this Agreement is to provide support for the Activity in [insert country] as described in Annex B [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 B [Terms of Reference].

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 latter.

3.2. Funds granted hereunder are available for Activity-related expenditures for the period from the effective date specified in this Clause to [insert end date].

4. Role of the Grantee

4.1. The Grantee shall:

i. Have full responsibility for ensuring that the Activity is implemented in accordance with the Agreement;

ii. Be responsible, in the event of a financial review, audit or evaluation, for providing the necessary documents;

iii. Be responsible for providing all documents and information to UNOPS that may be required under the relevant payment requests;

iv. Make the arrangements for providing the financial status documentation and financial guarantee when requested; and

v. Ensure professional management of the Activity, including performance monitoring and reporting activities.

5. Grant Amount and Payments

5.1. UNOPS hereby grants to the Grantee the total amount of USD [insert US Dollar amount in figures and words] as shown in Annex C [Grant Budget].

5.2. Payments to the Grantee shall be made in accordance with the following indicative payment schedule (which may be adjusted by UNOPS based on implementation progress or other justified circumstances), upon the submission by the Grantee of appropriate reports along with payment requests,[1] subject to the Grantee's continued performance of its obligations under this Agreement and the availability of funds:

DRAFTING NOTE (TO BE DELETED): Delete or insert milestones as required. Include the complete payment schedule with all milestones/payments that cover the entire term of the Agreement or an alternate arrangement based on the Grantee's cash flow forecast. If applicable, include financial risk mitigation measures resulting from the Capacity assessment of IPs; Requirements (see Sections 3 and 4), including but not limited to 70% spend prior to next installment, quarterly financial reporting, and threshold amounts.

Milestone	Amount [USD or other agreement currency]	Payment Milestones	Estimated Date
1		1. Upon signature of the Agreement by both Parties 2. Submission of proof of insurance coverage.	

[1] **[Delete this footnote if the Grantee is not subject to the Capacity Assessment of IPs: Requirements]** The next payment shall be released if the Grantee has spent at least 70% of the previous cumulative payments and reported against them.

Milestone	Amount [USD or other agreement currency]	Payment Milestones	Estimated Date
2		Upon certification by UNOPS of receipt and acceptance of the Mobilization Report / first Narrative (Progress) Report (including applicable Appendices) [and any other associated Deliverables as applicable].	
3		Second Narrative (Progress) Report (including all applicable Appendices) for the period	
4		Third Narrative (Progress) Report (including all applicable Appendices) for the period	
5		Fourth Narrative (Progress) Report (including all applicable Appendices) for the period	
6	[**Note**: 5% of the Agreement amount is strongly recommended]	Upon receipt and acceptance by UNOPS of the: 1. Final Substantive Report (including Final Financial Report and all applicable Appendices) 2. Final Audit Report [as applicable]	

5.3. UNOPS reserves the right to withhold or adjust a scheduled instalment where the Grantee's financial report, and associated work plan and forecast, do not demonstrate the need for additional funds for the upcoming implementation period.

5.4. All payments to the Grantee shall be accounted for in United States Dollars (USD) and, unless otherwise agreed, shall be paid in USD and deposited into the Grantee's dedicated and separate bank account, as specified below, and in accordance with Article 7 [Bank Accounts, Payment Advances and Refunds] of Annex A [General Conditions]. The Grantee shall not change the bank account listed below during the course of the Agreement without the prior written approval of UNOPS. Where UNOPS and the Grantee agree that payments are to be made in local currency, the corresponding amount shall be calculated by reference to the United Nations rate of exchange applicable for the month and year of payment.

Bank name:	[Insert name]
Account Holder's name:	[Insert name]
Account number:	[Insert account number]
Currency of Account:	[Insert currency, e.g., USD]
Bank Address:	[Insert address]
Sort Code:	[Insert Sort Code]
SWIFT/BIC Code:	[Insert SWIFT/BIC Code]
IBAN Code:	[Insert IBAN Code]

5.5. 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.

5.6. Fund transfer methods and the size and frequency of disbursements, based on the results of monitoring, reporting, audits, capacity assessments, and assurance activities, may be revised during the course of the activity implementation in accordance with Article 18 [Amendment] of Annex A [General Conditions].

6. Reporting and Evaluation

6.1. The Grantee shall submit to the following reports during the life of this Agreement in the formats provided in Annex D [Reporting], and in line with the Payment Schedule specified in Sub-Clause 5.2:

DRAFTING NOTE (TO BE DELETED): Delete or insert reporting requirements as required. Align with payment milestone due dates and other applicable requirements. Include requirements in line with the financial risk mitigation measures resulting from the Grantee's capacity assessment results. It is strongly recommended to align quarterly report timelines to the calendar quarters (January-March, April-June, July-September, October-December) to facilitate IPSAS reporting requirements.

Report frequency/type	Reports/Deliverables	Deadline for submission
Once (as applicable)	1. Mobilization report	Within [XX] months of Agreement signature.
Quarterly (as applicable)	1. Narrative (Progress) Report (including applicable Appendices) 2. Report on PSEA and other capacity-building activities as applicable	[XX] days after the end of the quarter
Annual	1. Financial Report for the calendar year (1 January - 31 December) as at 31 December, with all certifiable expenses reported on an actual basis, as well as a reliable estimate of the remaining expenses incurred during the final month(s) of the calendar year, prepared in accordance with the Grantee's accrual accounting.	31 December [20XX]
Final	1. Final Substantive Report (including Final Financial Report and all applicable Appendices) 2. Final Audit Report (as applicable)	Within [XX] days of the end date specified in Sub-Clause 3.2

6.2. Failure to submit the reports specified in Sub-Clauses 5.2 and 6.1 without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 17 [Termination] of Annex A [General Conditions].

6.3. The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance of the reports referred to in Sub-Clauses 5.2 and 6.1 and the return of any unspent funds in accordance with this Agreement, subject to Article 7 [Bank accounts, Payment Advances and Refunds] of Annex A [General Conditions].

7. Special Conditions

7.1 Any interest accrued on the cash balances of funds received by the Grantee under this Agreement [**OPTION A:** shall be returned to UNOPS, However, the Grantee may retain up to USD 250 of interest earnings per account per year for administrative expenses.

7.2 The Grantee may reasonably recover its overhead or operational costs up to a limit of 10% of the total Grant Award, provided such costs do not constitute a profit or fee within the meaning of Article 5.4 [Eligible Costs] of Annex A [General Conditions].

7.3 The following provision forms part of and shall supplement Article 6 [Accounting, Audit, and Records] of Annex A [General Conditions]. In the event of any inconsistency between this provision and Article 6 regarding the Party responsible for commissioning and/or paying for the audit, this provision shall prevail:

> **[OPTION A]** The Grantee shall be responsible for hiring and paying a third-party service provider from the budget of the Agreement to conduct an internal control / financial audit upon completion of the Agreement. Before contracting the provider, the Grantee shall receive a no-objection confirmation from UNOPS on the selection of the provider.

7.4. Article 11 [**Non-expendable equipment]** of the UNOPS General Conditions for Grant Support Agreements (Annex A) is replaced in its entirety by the following:

11.1 Types of Assets

11.1.1 This Agreement envisages the use by the Grantee of the following four categories of assets:

a) Category 1: An asset purchased not using funds in this Agreement. For greater clarity, this includes any separately identifiable assets leased to UNOPS for the furtherance of activities described in this Agreement.

b) Category 2 (Non-expendable): An asset provided by UNOPS or purchased using funds in this Agreement, irrespective of acquisition value if it qualifies for an asset category at the time of purchase

c) Category 3 (Non-expendable): An asset provided by UNOPS or purchased using funds in this Agreement, irrespective of acquisition value at the time of purchase but is considered an attractive or special item.[2]

d) Category 4 (Expendable): Items provided by UNOPS or purchased using funds in this Agreement, which is not included in Category 2 or Category 3.

11.1.2 All assets falling into Category 1 shall be clearly marked in a manner that allows such assets to be clearly differentiated from assets in Categories 2, 3 and 4. Category 1 assets remain the property of the Grantee at all times.

11.2 Use of Assets

[2] Attractive and special items are deemed any items that have a serial number and is expected to last longer than 12 months. If the Grantee is unsure whether an asset is considered "attractive" or "special", the Grantee shall seek advice from UNOPS.

11.2.1 Any asset(s) falling into Categories 1, 2, 3 or 4 that shall be used exclusively by the Grantee for the purposes of delivering the Activity during the Implementation Period are hereinafter referred to as the "**Asset(s)**". Breach of this clause shall constitute grounds for termination of this Agreement in accordance with Article 17 of Annex A.

11.2.2 Assets falling into Categories 2, 3 or 4 remain the property of UNOPS at all times but shall remain in the Grantee's custody. These Assets are governed by the following right of use conditions:

a) The right of use of these Asset(s) is revocable by UNOPS at any time. UNOPS may revoke the Right-of-Use with immediate effect and demand return, within fifteen (15) calendar days, of any or all Asset(s) in a fit condition subject only to normal wear and tear. Any revocation of Asset(s) shall trigger an immediate discussion between the Parties regarding the Grantee's obligations in respect of the Asset(s):

I. In cases where the right of use of the Asset(s) is revoked for reasons beyond the control of the Grantee, the Grantee shall not be responsible for non-performance of its obligations under the Agreement that are dependent on the uninterrupted right of use of the Asset(s).

Ii. In cases where the right of use of the Asset(s) is revoked as a consequence of the actions or omissions of the Grantee, but the Agreement is not terminated, UNOPS and the Grantee shall work together to ensure the necessary contingencies in respect of the Asset(s) are reached in order to allow the Grantee to continue performing its obligations under the Agreement.

b) The Grantee agrees that the Asset(s) will be deployed to its duly authorized and responsible personnel for the purposes of delivering the activities in accordance with the Agreement.

c) Before handover of the Asset(s) from UNOPS to the Grantee, the relevant **UNOPS Asset Handover Form** must be completed and signed by the authorized representatives of both Parties; and the Grantee must take out and provide proof of insurance coverage for the Asset(s), which shall:

I. Include third party liability coverage;

Ii. Name UNOPS and the Secretariat (United Nations) as additional insured parties, including, if required, as a separate endorsement under the policy;

Iii. Include a waiver of subrogation of the Grantee's insurance carrier's rights against UNOPS and the Secretariat (United Nations);

Iv. Provide that UNOPS shall receive written notice from the Grantee not less than thirty (30) days prior to any cancellation or material change of coverage;

V. Include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UNOPS; and

Vi. Include the insurance Policy Number and the contact details of the insurance provider.

d) The Grantee shall be solely responsible for the Asset(s), their conditions and their use, including compliance with regulations or laws for use in the locations indicated above and any third party claims related to such use.

e) The Grantee shall properly operate and maintain the Asset(s) and bear all costs associated therewith. The Grantee shall be wholly responsible for the provision of a scheduled maintenance program and shall assume the costs of all spare parts, servicing and maintenance and repairs where necessary. The Grantee shall maintain proof of maintenance, including service records.

f) The Grantee shall provide appropriate personnel to operate the Asset(s). Any such personnel shall be duly qualified for operating the Asset(s) and be licensed if so required in the territory of operation. The

Grantee shall also provide appropriate death and disability insurance for any personnel responsible for operating any of the asset(s).UNOPS undertake no responsibilities whatsoever in respect of life, health, accident, travel or any other insurance coverage of any person operating the asset(s).

g) In addition to the regular update of the "Grantee Procurement Plan and Asset Log", the Grantee shall provide a written report to UNOPS every six months on its use of the Asset(s), including the condition and the current location of the Asset(s).

h) Any Asset(s) that is/are covered by a warranty will be annotated accordingly in the "Grantee Procurement Plan and Asset Log".

I. Any repairs, servicing and/or maintenance on the Asset(s) is to be carried out in full compliance with the terms of the relevant warranty for the Asset(s). Full details of the repairs, servicing and/or maintenance relating to the Asset(s) are to be included in the Grantee's biannual report on its use of the Asset(s) and on final handover of the Asset(s). Documentary evidence of the repairs, servicing and/or maintenance shall be provided on final handover of the Asset(s).

I) The Grantee agrees to obtain the prior written agreement of UNOPS before redeploying the Asset(s) for any other purpose or to any location other than specified in the Agreement. Under no circumstances may the Grantee sell, transfer, exchange, lend, or otherwise transfer custody of the Asset(s) to any person or entity without the prior written consent of UNOPS.

11.3 Category 2 and 3 Assets: Inventory Management

11.3.1 Category 2 and 3 assets must be strictly controlled and accounted for on a regular basis. Complete and accurate records shall be kept in respect of these assets. Records shall ensure the sufficiency, accuracy and integrity of information.

11.3.2 Where the Grantee purchases Category 2 and 3 assets, the following information and supporting documents are required for each purchase and to be provided to UNOPS in both hard copy (original) and electronic version:

a) Billed cost of asset, including a notional breakdown of asset cost, freight cost, insurance cost, installation cost, customs clearance cost, and other related cost;
b) Receipt and Inspection Report (RIR);
c) Import documentation;
d) Registration.

11.3.3 All assets purchased by the Grantee shall be inspected on arrival in-country by a UNOPS representative and documented in the RIR. A UNOPS representative will tag all Category 2 and 3 assets.

11.3.4 In countries where purchases of Category 1, 2 and 3 assets by a Grantee are considered exempt from national taxes as per an agreement between UNOPS and the Government, the Grantee may request UNOPS to provide a tax exemption support letter. (The Grantee may request clarification from UNOPS regarding the existence of an agreement between UNOPS and the Government.) In such cases, in the event the Grantee nevertheless pays taxes on the purchase of a Category 1, 2 or 3 asset, UNOPS may deduct the amount of the taxes paid from the Grantee's payments.

11.3.5 The Grantee shall provide UNOPS with an updated Asset Log of all Category 2 and 3 assets on a regular basis as defined in Section 6 of the Grant Support Agreement.

11.3.6 The Grantee shall be responsible for inventory control in terms of reconciling and resolving any discrepancies between the physical inventory count and the existing inventory records. Information derived from physical inspections shall be reconciled with available records as soon as possible.

11.3.7 The Grantee shall perform periodic inventory reconciliation to verify assets against existing inventory reports. The Grantee shall ensure a complete and accurate check of all assets and identify items, if any, that require further investigation or reconciliation.

11.4 Disposal or Return of Category 2, 3 and 4 Assets

11.4.1 Unless otherwise advised by UNOPS, Category 4 assets shall automatically become the property of the Grantee at the end of the Agreement. The Grantee accepts such assets on an "as is" basis.

11.4.2 Fifteen (15) calendar days before the end of the Operational Phase[3] of the Agreement, the Grantee shall provide UNOPS with an updated Asset Log. The Grantee may include a request for the future use of any asset in the Asset Log, including donation to the Grantee. Within the next fifteen (15) calendar days, UNOPS shall either: (a) concur with Grantee's request, if applicable; or (b) instruct the Grantee to return the assets to UNOPS' custody.

11.4.3 Should the Grantee be instructed by UNOPS to return the Asset(s), the Grantee shall do the following before the end-date of the Agreement:

(a) The Grantee is required to service and clean any Asset(s) prior to its return to UNOPS.
(b) The Asset(s) shall be jointly inspected by both Parties to ensure that they are operational and have been maintained to the satisfaction of UNOPS.
(c) Where it is determined by UNOPS upon inspection that the Asset(s) have been damaged beyond reasonable wear and tear, recovery for such damage shall be applied in accordance with Articles 11.5.2 – 11.5.4 below.

11.4.4 Where the Grantee fails to return the Asset(s) by the end date of the Agreement, UNOPS will consider the Asset(s) as being lost. In such a circumstance, UNOPS reserves the right to withhold the final Grant payment until the Asset(s) are returned or replaced in a condition deemed suitable by UNOPS.

11.4.5 Where the Grantee fails to return the Asset(s) within thirty (30) calendar days of receipt of written notice of termination of the right of use pursuant to Article 11.4.8 below; or within fifteen (15) calendar days following the early revocation of the right of use in accordance with Article 11.2.2(a); UNOPS will consider the Asset(s) as being lost. In such a circumstance, UNOPS reserves the right to withhold the Grant payment corresponding to the return date of the Asset(s) until the Asset(s) are returned or replaced in a condition deemed suitable by UNOPS.

11.4.6 Where the Grantee fails to return or replace the Asset(s) within thirty (30) calendar days of being considered lost pursuant to Article 11.4.4, UNOPS reserves the right to:

(a) Deduct from the Grant total the Purchase Cost of the Asset(s); or
(b) File a claim directly with the Insurance Provider for the loss of the Asset(s), at Purchase Costs.

11.4.7 The right of use will come into effect upon signature by both Parties of the relevant UNOPS Asset Handover Form, and shall expire upon the end date of the Grant unless otherwise earlier terminated.

[3] The "Operational Phase" of a Grantee is the implementation period commencing upon completion of the mobilization of the Grantee, and directly preceding the demobilization of the Grantee.

11.4.8 Notwithstanding UNOPS' right to revoke the right of use pursuant to Article 11.2.2(a), the right of use may be terminated by either Party giving thirty (30) calendar days' written notice to the other Party.

11.5 Loss, Damage and Theft of Category 2, 3 and 4 Assets

11.5.1 If a Category 2 or 3 asset is damaged, stolen or lost, the Grantee shall immediately (but no later than 24 hours) contact UNOPS to advise them of the situation. The Grantee shall cooperate with any investigation launched by the United Nations Department of Safety and Security (UNDSS).

11.5.2 Within ten (10) calendar days of the damage, theft or other loss of a Category 2 or 3 asset, the Grantee shall provide UNOPS with a comprehensive Asset Loss/Damage Report regarding the circumstances. The following documents shall be included in the Grantee's report, which shall be signed by the Grantee's Director:

a) circumstance of the incident;
b) any negligence of personnel involved;
c) supportive documentation (i.e. statement from personnel, photos, etc);
d) details related to the asset lost (description, quantity, serial number, purchase value);
e) police report for the incident or an explanation why the police report cannot be obtained;
f) estimated repair or replacement cost.

11.5.3 Where the Grantee is unable to provide the documents above due to circumstances beyond its control, it shall inform UNOPS accordingly and propose alternate documentation or information. The Grantee shall also cooperate with any investigation launched by the United Nations Department of Safety and Security (UNDSS) in relation to these circumstances.

11.5.4 Where the Grantee invokes Force Majeure as the cause of loss, or damage to the Asset(s), the Grantee shall seek recovery equal to the repair or replacement cost of the Asset(s) (Incoterm 2020 DAP to [Insert Location] and insurance as necessary) under the applicable insurance.

11.5.5 Where Force Majeure cannot be invoked as the cause of loss, or damage to the Asset(s), the Grantee shall, within thirty (30) calendar days of receipt of the Asset Loss/Damage Report:

(a) Repair the damage at its own expense; or
(b) Replace and deliver the Asset(s) with assets of an equivalent type and condition, as deemed suitable for, and agreed to, by UNOPS; or
(c) Pay to UNOPS the Purchase Cost of the Asset(s) (Incoterm 2020 DPU to [Insert Location] and insurance as necessary) where any irreparable damage, theft, or loss of the Asset(s) has occurred.

11.5.6 Where Force Majeure cannot be invoked as the cause of loss, or damage to the Asset(s), and the Grantee is unable to meet the requirements under Article 11.5.5, UNOPS shall deduct the from the Grant total the Purchase Cost[4] of the Asset(s).

11.6 Buy-back option for Category 1 Assets

11.6.1 At any time during the Implementation Period of the Agreement, the Parties may enter into discussions for the purposes of agreeing to the purchase by UNOPS of any Category 1 assets leased to the project ("**buy-back**"). Should the Parties reach an agreement on the buy-back, the Grantee shall provide UNOPS with proof of ownership title to the Asset(s).

7.5. N/A

7.6 New Article 22 is inserted in the General Conditions for Grant Support (Annex A) as follows:

[4] The "Purchase Cost" of an asset is its purchase price, including import duties and non-refundable purchase taxes, after deducting trade discounts and rebates.

22. Child Labour

The Grantee represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

7.7 New Article 23 is inserted in the General Conditions for Grant Support (Annex A) as follows:

23. Mines

The Grantee represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

8. Correspondence

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

For UNOPS	**For the Grantee**
Name:	**Name:**
Address:	**Address:**
Email:	**Email:**
Phone:	**Phone:**

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

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	**For the Grantee**
Signature:	**Signature**:
Name:	**Name**:
Title, office:	**Title**:
Date:	**Date**:

ANNEX A: UNOPS GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS

1. Liability and General Obligations of Grantee

1.1 The Grantee shall comply with all applicable laws, ordinances, rules, and regulations of the country or countries in which activities under this Agreement are carried out. The Grantee shall take all reasonable measures to ensure that its sub-Grantees and sub-contractors engaged under this Agreement do the same. The Grantee shall be responsible for monitoring such compliance and shall promptly notify UNOPS of any actual or suspected breach.

1.2 The Grantee shall carry out the Activity for which it is responsible under this Agreement with due diligence, efficiency and the highest standards of integrity.

1.3 The Grantee undertakes to establish, maintain, and progressively strengthen systems of internal controls, policies, and procedures that are appropriate to its capacity and activities, with a view to: (i) ensuring the accuracy and reliability of its reporting; (ii) safeguarding the Grantee's activities against fraud, bribery, corruption, money laundering, financing of terrorism and other unlawful conduct; and (iii) ensuring compliance with this Agreement. The Grantee shall promptly inform UNOPS of any significant weaknesses or gaps in such systems that may affect the Grantee's ability to perform its obligation under this Agreement, and will work to address them over the course of this Agreement.

1.4 UNOPS shall bear no liability whatsoever for any claims, losses, damages, or expenses arising from the Agreement, including but not limited to any damage caused during the Activity's execution, whether directly or indirectly. The Grantee shall assume full responsibility for all risks associated with its implementation of this Agreement.

1.5 The Grantee shall indemnify, defend, and hold UNOPS harmless from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable legal fees and costs, arising out of or in connection with the Grantee's implementation of this Agreement, including but not limited to any damage sustained by UNOPS, or by third parties, arising directly or indirectly from the Grantee's actions or omissions. This obligation shall survive the termination or expiration of the Agreement.

1.6 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 Activity shall be subject to review by UNOPS.

1.7 If, at any time, UNOPS is not satisfied with the quality of work or the progress being made toward the Activity, UNOPS may in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected; (ii) suspend, in whole or in part, the Activity under the Agreement; (iii) declare this Agreement terminated by written notice to the Grantee; and/or (iv) seek any other remedy as may be necessary. UNOPS shall have sole and absolute discretion to determine the quality and sufficiency of the Grantee's performance. Any determination made by UNOPS shall be final, binding, and non-contestable by the Grantee. UNOPS reserves the right to withhold, reduce, or terminate payments at its sole discretion, without the need for justification beyond its internal assessment.

1.8 UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for the Grantee that may be necessary or desirable for the purpose of this Agreement, including for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the Grantee.

1.9 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, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials that are 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 UNOPS, unless otherwise stipulated in the Special Conditions.

2.2 The Grantee shall indemnify, defend, and hold UNOPS harmless from and against any and all claims and proceedings for infringement or alleged infringement of intellectual property rights in connection with the Grantee's performance of the Agreement.

3. Confidentiality

3.1 "**Confidential**" means any information, document, or material that is designated as confidential or that, by its nature or the circumstances of its disclosure, ought reasonably to be treated as confidential. This includes information that, if disclosed, could cause harm or prejudice to the disclosing Party, including but not limited to proprietary information, personal data, financial or operational details, and sensitive communications related to the Activity.

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

3.3 The Parties and their employees, contractors, consultants, and agents shall hold in confidence any information supplied to them by the other Party or any other person acting on its behalf. Each Party shall ensure that its personnel are subject to appropriate confidentiality obligations under applicable internal regulations, policies, or contractual terms; and further agrees to require its contractors, consultants, and agents who may have access to such information to be bound by suitable contractual confidentiality obligations, prior to receiving such information.

3.4 The provisions of this Article 3 shall not apply to information that was in the public domain or was received lawfully and free of any obligation to treat it as confidential.

3.5 If the Grantee is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Agreement, the Grantee will notify UNOPS promptly in writing, consult UNOPS regarding the privileges and immunities of the United Nations, and also share the terms and conditions, documents and/or other information to be disclosed prior to making any such disclosure.

3.6 Unless otherwise agreed in writing, the obligations of confidentiality under this Article 3 shall survive the expiration or termination of this Agreement indefinitely. This applies to any information that is designated or reasonably understood to be confidential, unless such information:

(a) Becomes publicly available other than through a breach of this Agreement;

(b) Was lawfully known to the receiving Party prior to disclosure;

(c) Is disclosed to the receiving Party on a non-confidential basis by a third party lawfully entitled to make such disclosure; or

(d) Is required to be disclosed by applicable law, in which case the receiving Party shall notify the other Party in writing and cooperate to preserve applicable privileges and immunities.

4. Data Protection and Privacy

4.1 Data Protection Compliance: UNOPS and the Grantee agree to safeguard Personal Data in line with applicable data protection and privacy laws and policies. "**Personal Data**" shall mean any information relating to an identified or identifiable natural person obtained in connection with the implementation of this Agreement, including any information the disclosure of which could harm such identified or identifiable natural person. See https://www.unops.org/privacy for information on how UNOPS handles such information.

4.2 Use of Personal Data: The Grantee shall only collect and use Personal Data in a manner appropriate for carrying out the Activity, and shall not use such Personal Data for any other purpose without the prior informed written consent of the relevant individuals.

4.3 Data Security: The Grantee will take reasonable steps to protect Personal Data from unauthorized access, loss, or misuse. This includes storing Personal Data securely and limiting access to authorized personnel only.

4.4 Data Sharing: The Grantee shall not share Personal Data with third parties, except with the informed consent of (a) the relevant individuals, in the case of Personal Data obtained directly from individuals, or (b) UNOPS, in the case of Personal Data obtained from UNOPS.

4.5 Retention and Deletion of Data: The Grantee shall only keep Personal Data for as long as necessary to perform the Activity and comply with its legal obligations. When no longer needed, the Grantee shall securely destroy Personal Data or return it, including all copies, to UNOPS.

4.6 Data Breach: In the event of a data breach (unauthorized access, loss, or misuse of any part of the Personal Data), the Grantee shall notify UNOPS immediately and cooperate to resolve the issue.

4.7 Rights of Individuals: The Grantee shall respect the rights of individuals whose Personal Data is collected, including their right to access, correct, or delete their data.

5. Eligible Costs

5.1 The Grantee shall only use the grant funds that UNOPS determines to be reasonable, allocable, and eligible in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and eligible costs apply:

(d) **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.

(e) **Allocable costs**: shall mean those costs which are incurred specifically in connection with the Agreement, and are provided in Annex C [Grant Budget].

(f) **Eligible costs**: shall mean those costs which conform to any limitations in the Agreement.

5.2 The eligible costs must be incurred during the period of the Activity, specified in Clause 3 of the Agreement and recorded in the Grantee's accounts in accordance with accepted accounting procedures.

5.3 Prior to incurring any questionable, unusual, non-standard, or unique cost, the Grantee shall obtain UNOPS's written pre-approval to incur such cost. UNOPS reserves the right to reject such costs, including retroactively, and to seek repayment or offset from the Grantee of any disallowed expenditures, misallocated funds, or unapproved costs. UNOPS may, at its discretion, agree to a structured remediation plan where circumstances warrant.

5.4 It is UNOPS policy that no funds shall be paid as profit or fee, nor shall they have the purpose of producing a direct or indirect financial profit to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to subcontractors of the Grantee under this Agreement.

6. Accounting, Audit, and Records

6.1 The Grantee undertakes to promptly provide any detailed information requested by UNOPS to verify that the Activity and the provisions of the Agreement are being properly implemented.

6.2 The Grantee shall maintain, and require any sub-Grantee to maintain, all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with its national legal requirements and at a standard sufficient to allow UNOPS to verify that funds have been used solely for the purposes of this Agreement. Accounting records that are supported by documentation will, at 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 Activity supplied from other sources, and the overall progress of the Activity. 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.

6.3 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.

6.4 UNOPS shall retain the right to conduct an investigation, a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds. The Grantee shall fully cooperate with any such exercise and shall provide UNOPS with timely access to all relevant records, sites, personnel, and information as may be reasonably required.

6.5 The Grantee shall allow UNOPS personnel and representatives (including internal and external UNOPS auditors and/or investigators) the appropriate right of access to sites and premises of the Activity, and to all records and information required to conduct an investigation, a financial review or an audit.

6.6 This Article 6 in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees that exceed USD 30,000. Sub-grants to eligible sub-Grantees that are for more than USD 2,500 but less than USD 30,000 shall, at a minimum, incorporate this Article 6.2.

7. Bank accounts, Payment Advances and Refunds

7.1 The Grantee shall maintain advances of UNOPS funds in a dedicated and separate account, meaning a single bank account used exclusively for the receipt, holding, and disbursement of

funds from UNOPS, and is not used for any other purpose unrelated to UNOPS. This account may be used for multiple UNOPS agreements, subject to proper fund management and reporting. The dedicated bank account must:

(a) Be held in the name of the Grantee;

(b) Be denominated in the currency in which payments are made under the Agreement; and

(c) Be located in the country of implementation, unless otherwise agreed in writing by UNOPS.

7.2 Only one dedicated bank account per Grantee, per country, per currency is permitted, unless expressly authorized by UNOPS.

7.3 The dedicated account 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.

7.4 Upon expiry or termination of this Agreement, the Grantee shall refund to UNOPS, within thirty (30) calendar days, any portion of the funds advanced by UNOPS that remains unexpended as of the effective date of expiry or termination.

7.5 The Grantee may submit a written request to retain a portion of such unexpended funds to cover reasonable closure costs. However, any such request must include supporting documentation and justification, and shall be subject to approval at the sole discretion of UNOPS. No such request shall be approved where the Agreement is terminated due to the Grantee's breach, failure to fulfil a substantial obligation, or engagement in Proscribed Practices. However, if the termination results from a Force Majeure Event or other circumstances beyond the Grantee's reasonable control, UNOPS may consider such requests favourably, provided the proposed costs are verified to be necessary and proportionate.

7.6 Funds that the Grantee has obligated under legally binding commitments, in accordance with this Agreement and incurred prior to the effective date of expiry or termination, shall not be subject to refund.

7.7 If the funds disbursed by UNOPS prior to the effective date of expiry or termination are insufficient to cover the Grantee's outstanding legally binding obligations properly incurred under this Agreement and prior to such date, the Grantee may submit a written request for reimbursement to UNOPS. Such a request must be submitted no later than ninety (90) calendar days from the effective date of expiry or termination, and must be accompanied by complete supporting documentation demonstrating that the obligations:

(a) Were incurred in full compliance with this Agreement;

(b) Could not reasonably have been avoided; and

(c) Remain unpaid.

7.8 UNOPS shall assess such a request and may, at its sole discretion and subject to the availability of funds and compliance with applicable conditions of the Agreement and any relevant funding arrangement, authorize reimbursement of such costs in whole or in part. UNOPS shall have no obligation to reimburse any amount not fully substantiated or incurred outside the terms of this Agreement.

7.9 Notwithstanding any other provision herein, UNOPS further reserves the right to require a refund of any funds that were not used in compliance with the terms and conditions of this Agreement, including ineligible or unsupported expenditures, regardless of whether such use is identified through routine financial review or audit.

7.10 A final audit may be conducted by UNOPS either before or after the expiry or termination of this Agreement. For the avoidance of doubt, UNOPS's right to require a refund based on the results of any such audit shall survive the administrative and financial closure of the Agreement and shall remain in effect until all audit findings have been resolved to the satisfaction of UNOPS.

7.11 The Grantee acknowledges that UNOPS and its representatives have made no express or implied commitment to provide funding in excess of the amount specified in this Agreement. In the event that any portion of the funds is refunded to UNOPS, or if this Agreement is terminated or rescinded, the Grantee further acknowledges that UNOPS shall have no further financial or contractual obligation to the Grantee in connection with this Agreement or the Activity.

8. Revision of Agreement Budget

8.1 The approved Agreement budget is the financial expression of the Grantee's programme as approved during the award of the Agreement process.

8.2 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) Any change to the scope, objectives, or intended outcomes of the Activity.

(b) Any cumulative reallocation of more than 25% of the total grant value between major budget categories (e.g., Personnel, Equipment, Travel) over the duration of the Agreement. UNOPS may also require prior written approval for reallocations below this threshold if such changes materially affect the Activity's delivery, outcomes, or compliance with donor conditions. The Grantee shall notify UNOPS of any reallocation that exceeds 10% of the total grant value, even where prior approval is not otherwise required.

(c) Any transfer of funds between indirect and direct cost categories, where such indirect costs are specifically budgeted as a fixed amount or subject to a specific ceiling in the budget.

(d) Any request for additional funding beyond the total grant amount specified in this Agreement.

(e) The replacement of any individual designated as a "**Key Person**" under this Agreement. For the purpose of this Agreement, "**Key Person**" means any individual specifically identified as critical to the implementation of oversight of the Activity.

(f) A reduction of 25% or more in the time commitment of any Key Person assigned to the Activity.

(g) The Grantee intends to contract or sub-grant any of the Activity under this Agreement, and such contracts or sub-grants were not included in the approved Agreement Budget.

8.3 The Grantee shall not incur costs in excess of the total grant amount specified in this Agreement. UNOPS shall not be obligated to reimburse any amount exceeding the approved ceiling.

8.4 Any increase to the total grant amount shall require a formal amendment to the Agreement in writing, regardless of which Party proposes the increase.

8.5 The total grant amount under this Agreement is not subject to any adjustment or revision because of price or currency or exchange rate fluctuations, or because the actual costs incurred by the Grantee exceed the approved budget.

9. Procurement of Goods and Services

9.1 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 of the Grantee shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest exists. Such conflict would arise when any such 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.

9.2 The Grantee shall establish written procurement procedures if the 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 that provides, to the maximum extent practicable, 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. 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, considering price, quality, and other factors. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.

9.3 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.

9.4 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

10. Sub-Grant Agreements

10.1 Sub-grant agreements shall be made only with responsible sub-Grantees that demonstrate integrity, sound financial and technical capacity, and the ability to perform successfully under the terms and conditions of a proposed sub-grant agreement. Prior to signature, the Grantee shall conduct appropriate due diligence to assess the eligibility and suitability of the proposed sub-Grantee.

10.2 All sub-grant agreements shall, at a minimum, contain provisions sufficient to constitute a sound and complete agreement and to give effect to the relevant requirements of this Agreement. The Grantee shall ensure that the conditions applicable under these General Conditions are, to the extent relevant, also applicable to its sub-Grantees, with necessary references to UNOPS replaced by references to the Grantee.

10.3 The Grantee shall retain documentation of its due diligence assessments and notify UNOPS in writing of each proposed sub-Grantee prior to entering into any sub-grant agreement, providing basic identifying details and confirmation of their eligibility and suitability. UNOPS reserves the right to review or reject any proposed sub-Grantee where fiduciary, legal, or reputational risks are identified.

11. Non-expendable equipment

11.1 Unless otherwise stipulated in the Special Conditions, title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of UNOPS.

11.2 The Grantee shall maintain records of tangible and intangible assets of USD 1,000 or more, as well as assets with an acquisition value under USD 1,000 that are considered restricted/dual-use,[5] purchased with project funds supplied by UNOPS. As applicable, within two (2) months from the effective date of the Agreement, the Grantee shall submit an asset acquisition plan to UNOPS. The Grantee will submit an inventory of such assets to UNOPS, indicating the description, serial number, date of purchase, original cost, present condition, and location of each item every six (6) months. Assets purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex B [Terms of Reference] throughout the duration of this Agreement.

11.3 Within ninety (90) calendar days after the end of the Agreement, the Grantee shall provide a Final Asset Inventory List for review and approval by UNOPS, with a corresponding detailed proposal outlining the future status of those assets, namely, whether they are intended for sale, transfer, or donation.

11.4 In the event of total damage, theft or other loss of any non-expendable equipment purchased by the Grantee with funds supplied by UNOPS, the Grantee shall notify UNOPS immediately upon discovery of the incident and shall submit, within one (1) month, a comprehensive report including, where appropriate, a police report and any other evidence providing full details of the circumstances leading to the loss.

12. Proscribed Practices

12.1 The Grantee warrants that neither it nor its personnel will engage in, have engaged in, or have attempted to engage in any proscribed practices in connection with the performance of this Agreement or any other contract or agreement with UNOPS or any other United Nations entity and the personnel, representatives, officials or other agents thereof. The Grantee shall also take all reasonable measures to ensure that its sub-Grantees and sub-contractors (if any) do not engage in such practices, and shall promptly notify UNOPS of any actual or suspected occurrence.

12.2 For the purposes of this Agreement, "**Proscribed Practices**" shall consist of any of the following practices:

[5] **"Restricted or dual-use assets**" refers to equipment, materials, software, or technology that may be used for both civilian and military purposes, or that are otherwise subject to export control, sanctions, or licensing requirements under applicable international, regional, or national laws and regulations.

(a) A **corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to improperly influence the actions of another party.

(b) A **fraudulent practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(c) A **coercive practice** is an act or omission that impairs or harms, or threatens to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party improperly.

(d) A **collusive practice** is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party.

(e) An **unethical practice** is conduct or behavior that is contrary to the Corruption, Disclosure, Conflict of Interest, Gifts and Hospitality, or Post-Employment Restrictions provisions as described in the UN Supplier Code of Conduct (https://www.ungm.org/Public/CodeOfConduct).

(f) **Obstruction** is acts or omissions by a Government that prevent or hinder UNOPS from investigating instances of possible Proscribed Practices.

12.3 The Grantee shall promptly inform UNOPS of any allegations of Proscribed Practices arising in relation to the performance of this Agreement by reporting the allegation through the confidential UNOPS Integrity Portal at https://integrity.unops.org/, or through any other means agreed upon in writing with UNOPS.

12.4 The Grantee shall be responsible for promptly and thoroughly investigating allegations of Proscribed Practices. The Grantee shall keep UNOPS informed of the progress and outcome of such investigations, and shall take appropriate corrective or disciplinary action to address any confirmed Proscribed Practices or related process/control weaknesses. UNOPS reserves the right to conduct its own investigation or take any other measures it deems appropriate if it is not satisfied with the actions or findings of the Grantee.

12.5 The failure of the Grantee to comply with the obligations in this Article 12 shall constitute grounds for immediate termination of this Agreement in accordance with Article 17 [Termination].

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 on the United Nations website (http://www.un.org) or directly through the following link: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

14. Child Protection

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

15. Force Majeure

15.1 For the purpose of the present Agreement, "**Force Majeure**" shall mean any unforeseeable and irresistible event or condition beyond the reasonable control of either Party, which prevents the performance, in whole or in part, of any obligation under this Agreement. Force Majeure may include, without limitation, acts of nature, pandemics, any act of war (whether declared or not), invasion, armed conflict, revolution, insurrection, terrorism, significant or sustained deterioration of security conditions within an existing conflict environment, funding disruption, or any other events of a similar nature or force, provided that such events arise from causes beyond the control and without the fault or negligence of either Party.

15.2 If a Party is unable to perform its obligations under this Agreement due to Force Majeure, it shall notify the other Party in writing as soon as reasonably practicable, and in any event no later than seven (7) calendar days after becoming aware of the event. Such notice shall include full particulars of the Force Majeure and its expected duration and impact on performance.

15.3 If UNOPS determines that a Force Majeure event has occurred, UNOPS may, in its sole discretion, suspend, in whole or in part, the Activity under this Agreement in accordance with the suspension procedures set out in Article 16 [Suspension]. Any suspension under this Article 15 shall follow the same notification, suspension, and resumption procedures as specified in Article 16 [Suspension].

15.4 If the Force Majeure continues for a period exceeding thirty (30) days, or if UNOPS determines that it frustrates the purpose of this Agreement in time or substance, UNOPS may terminate this Agreement by giving fourteen (14) days' written notice to the Grantee. Such determination by UNOPS shall be made in good faith and with due regard to the circumstances of the Force Majeure event.

15.5 During any period of Suspension due to Force Majeure:

(a) UNOPS shall not be required to provide any additional funding beyond the total amount of the Grant due to a Force Majeure Event, and shall have no obligation to renegotiate the budget amount on the basis of Force Majeure or suspension under this Article 15.

(b) The Grantee shall take all reasonable steps to mitigate costs and shall limit expenditures. However, the Grantee may utilize any unexpended funds already disbursed by UNOPS for reasonable and proportionate mitigation efforts, including safety, asset protection, or essential personnel costs. All such expenditures must be consistent with the principles of cost efficiency and in line with the Grantee's obligation to minimize the impact of the Force Majeure Event. Expenditures beyond these essential functions must be approved in writing by UNOPS.

16. Suspension

16.1 For the purposes of this Agreement, "**Suspension**" shall mean the temporary cessation of implementation activities under this Agreement, including the halt of all related expenditures and commitments for the suspended portion of the Activity, unless otherwise authorized in writing by UNOPS.

16.2 Pursuant to Article 1.6 [Liability and General Obligations of Grantee], and without prejudice to the remedies available therein, if UNOPS, in its sole discretion, determines that the Grantee is not performing to a satisfactory standard, UNOPS may suspend, in whole or in part, the Activity under the Agreement as a remedial measure. During such suspension, UNOPS may engage the Grantee to renegotiate and/or propose necessary amendments to the Agreement to redress the situation.

16.3 UNOPS shall notify the Grantee in writing of any such suspension, specifying the reasons for the suspension and any conditions to be met by the Grantee to resume the Activity. The suspension will take effect on the date the Grantee receives the notification.

16.4 Upon receipt of a suspension notice, the Grantee shall immediately cease all expenditures and commitments related to the suspended portion of the Activity, unless otherwise authorized by UNOPS in writing.

16.5 The suspended Activity, or any part thereof, may only resume upon written agreement between UNOPS and the Grantee regarding the terms of continuation (including any amendment to the duration or other terms of the Agreement). Any such agreement shall take the form of a written amendment to the Agreement, pursuant to Article 18 [Amendment] of the General Conditions.

16.6 If, in the sole opinion of UNOPS, the issues that led to the suspension are not adequately addressed within a reasonable period, UNOPS may terminate this Agreement, in whole or in part, in accordance with Article 17 [Termination].

16.7 Any portion of this Agreement not suspended shall remain in full force and effect.

17. Termination

17.1 UNOPS may terminate this Agreement at any time, in whole or in part, upon fourteen (14) calendar days' written notice to the Grantee, if UNOPS determines that:

(c) The Grantee has failed to fulfil a substantial obligation under this Agreement; or

(d) Sufficient funds have not been made available to UNOPS by its Funding Source(s) to continue financing the Agreement, provided that this does not arise from a Force Majeure event under Article 15 [Force Majeure].

17.2 UNOPS may terminate this Agreement at any time, in whole or in part, for convenience, by providing the Grantee with thirty (30) calendar days' advance written notice, and without having to provide any justification thereof.

17.3 The Parties may also terminate this Agreement, in whole or in part, by mutual agreement in writing. Such mutual termination shall specify the effective date of termination and, where applicable, the portion of the Agreement to be terminated. The agreed terms for mutual termination shall be set forth in a letter of agreement signed by both Parties.

17.4 UNOPS may terminate this Agreement or any part thereof, with immediate effect upon written notice to the Grantee if it determines that the Grantee or its representatives engaged in Proscribed Practices in connection with the award or the execution of this Agreement, and the Grantee has not taken timely and appropriate corrective action satisfactory to UNOPS. UNOPS shall have sole discretion in determining the adequacy of such corrective action.

17.5 Upon receipt of any termination notice (including any notice of intention to mutually terminate the Agreement) under this Article, the Grantee shall immediately:

(d) Take all reasonable steps to minimize expenditures and obligations financed by this Agreement; and

(e) Cancel any unliquidated obligations where possible.

17.6 The Grantee shall not incur costs after the effective date of termination.

17.7 Any portion of this Agreement not terminated shall remain in full force and effect.

18. Amendment

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

19. Dispute Resolution

19.1 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.

20. Privileges and Immunities

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

21. Protections Against Sexual Exploitation and Abuse

21.1 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 exploitation is defined as any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Grantee, its employees, agents or any other persons engaged by the Grantee to perform any services under this Agreement, shall not engage in any sexual exploitation and abuse. The Grantee acknowledges and agrees that UNOPS will apply a policy of "**zero tolerance**" with regard to sexual exploitation and abuse of anyone by the Grantee, its employees, agents or any other persons engaged by the Grantee to perform any services under this Agreement, in accordance with the UNOPS Prevention and Protection against Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) Strategy. The Grantee shall take measures to comply with the United Nations Protocol on Allegations of Sexual Exploitation and Abuse involving Implementing Partners.

21.2 The Grantee shall report allegations of sexual exploitation and abuse, of which the Grantee has been informed or has otherwise become aware, to the UNOPS Internal Audit and Investigation Group or through the confidential UNOPS Integrity Portal (https://integrity.unops.org/) within 24 hours. To the extent legally possible, the Grantee will also require its employees, agents and any other persons engaged by the Grantee to perform any services under this Agreement, to report allegations of sexual exploitation and abuse arising in relation to this Agreement.

ANNEX B: TERMS OF REFERENCE

Description and scope of grant activity/project.

[**DRAFTING NOTE (TO BE DELETED):** Please include the contents of the selected grant proposal]

ANNEX C: GRANT BUDGET

[**DRAFTING NOTE (TO BE DELETED):** Please include the cost breakdown of the selected financial proposal]

ANNEX D: REPORTING

[**DRAFTING NOTE (TO BE DELETED):** Include the results framework from the Grantee's proposal and reporting formats as agreed with the Grantee]

D.1. Mobilisation Report (as applicable).

D.2. Narrative (Progress) Report / Final Substantive Report - Consisting of following Appendixes:

APPENDIX A: PROGRESS AGAINST LOGICAL FRAMEWORK (to be submitted online if the grant is managed via Grant+. Appendix format applicable only for offline reporting)

APPENDIX B: PROGRESS AGAINST IMPLEMENTATION PLAN
APPENDIX C: CASE STUDY REPORT (as applicable)
APPENDIX D: FINANCIAL REPORTS (to be submitted online if the grant is managed via Grant+)

D.1 - INTERIM FINANCIAL REPORT
D.2 - FINAL FINANCIAL REPORT

APPENDIX E: PROCUREMENT PLAN AND ASSET LOG UPDATE
APPENDIX F: PERSONNEL/RECRUITMENT UPDATE
APPENDIX G: RISK LOG UPDATE (to be submitted online if the grant is managed via Grant+)

ANNEX E: PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) CAPACITY ASSESSMENT

Protection from Sexual Exploitation and Abuse (PSEA) Capacity Assessment, dated [XXX], and as amended from time to time.

[OPTION 1] The Capacity Assessment is agreed to be an integral part of this Agreement and can be found on the UN Partner Portal.

[OPTION 2] Documents not attached hereto titled "Approved PSEA Capacity Assessment", signed by all Parties, as amended from time to time, known to and in the possession of both Parties, are agreed to be an integral part of this Agreement. In the event of inconsistency between the documents in possession of both Parties, the documents in UNOPS's possession will govern.