|  |
| --- |
| Note to UNFPA user: How this form should be used   1. This form of Grant Agreement refers to, and should be used in connection with, the UNFPA PPM, Grants. 2. Importantly, please note that: 3. Grants may be awarded to Civil Society/ Community Based Organizations only for activities under a UNFPA-implementation modality (*i.e.*, direct implementation or “DEX”), subject to the further terms of the PPM, Grants. Grants are not awarded where the activities in question are subject to implementation by implementing partners (“NEX”); 4. This form is intended for grants up to USD 30,000 per entity, per year. This limit applies to the entity across all UNFPA units, not to each individual department. Please see the PPM, Grants, for further details. 5. The UNFPA user must fill in all blanks contained in this form (square brackets, “[…]”) prior to providing a copy of the draft form to the Grant Recipient. 6. The Grant Agreement consists of two parts: (1) the model form; and (2) the General Terms and Conditions for Grant Agreements. Changes to the text of the model form may be made solely with the written approval through the PD Service Desk: (http://www.myunfpa.org/Apps2/ServiceDesk/ManageFaq.unfpa?dept=3&parameter=viewFaq). Absolutely no changes, deletions or revisions may be made to the General Terms and Conditions. 7. Two original copies of the Grant Agreement are signed. One copy is retained by UNFPA and one by the Grant Recipient. 8. **All grey information boxes must be deleted prior to signing.** 9. After the Grant Agreement has been signed, any amendments must be made in writing. |

Grant Agreement

between

[full name of Civil Society/ Community Based Organization]

and the

United Nations Population Fund

WHEREAS, the United Nations Population Fund wishes to provide a grant to **[full name of** Civil Society/ Community Based Organization**]** in the context of **[insert Atlas project ID and UNFPA workplan/output description]**, and on the terms and conditions hereinafter set forth; and

WHEREAS, **[full name of** Civil Society/ Community Based Organization**]** is ready and willing to accept such grant on the said terms and conditions;

NOW, therefore, **[full name of** Civil Society/ Community Based Organization**]** and the United Nations Population Fund, referred to jointly as the “Parties” and each separately as a “Party”, hereby agree as follows:

Article I

Definitions

In this Agreement, the expression:

“Agreement” means this grant agreement;

“Grant Recipient” or “Recipient” means **[full name of** Civil Society/ Community Based Organization**]**;

“United Nations Population Fund” or “UNFPA” means the subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972;

“Grant” means the total amount of financial resources, which UNFPA agrees to provide to the Grant Recipient in accordance with the terms of this Agreement;

“Terms of Reference” means the document, appended to this Agreement, describing the activities to be undertaken by the Grant Recipient.

Article II

Agreement Documents

This Agreement consists of:

1. this Grant Agreement;

2. the General Terms and Conditions for Grant Agreements appended hereto;

3. the Terms of Reference appended hereto as Annex I.

Article III

The Grant

1. UNFPA will make available a Grant to the Recipient, on a non-exclusive basis, in an amount not exceeding **[currency and amount in figures and words]**, subject to and in accordance with the terms of this Agreement.

2. UNFPA will deposit the Grant into the following bank account:

(a) Bank name: [ ]

(b) Bank address: [ ]

(c) Account title: [ ]

(d) Account No.: [ ]

(e) Bank contact person: [ ]

3. UNFPA will transfer the Grant in one single payment, upon entry into force of this Agreement unless otherwise provided for herein. The Grant Recipient understands that the amount of the Grant will not be increased or otherwise adjusted by UNFPA under any circumstances, including in cases of currency fluctuations or price increases.

Article IV

Grant Recipient’s Responsibilities

1. The Grant Recipient shall undertake the activities described in the Terms of Reference, which form an integral part of this Agreement, and shall do so in conformity with the terms of this Agreement.

2. In particular, the Recipient shall:

(a) undertake its activities in accordance with the budget, schedule and other details set out in such Terms of Reference;

(b) make its designated contributions as provided for under the Terms of Reference, including any technical assistance, services and expertise;

(c) undertake its activities with diligence and efficiency;

(d) if the Recipient buys goods or services from the Grant or any part thereof, give due consideration to the following principles, provided the Recipient is authorized to procure such goods or services under the terms of this Agreement:

(i) Best value for money;

(ii) Fairness, integrity and transparency;

(iii) Competition.

(e) exercise the highest standard of care when handling and administering the Grant.

2. The Recipient may not use the Grant or any part thereof for activities or purposes other than those expressly set forth in the Terms of Reference.

3. The Recipient shall promptly return to UNFPA any unspent balance of the Grant remaining following the expiration of this Agreement or the completion of the Grant Recipient’s activities hereunder, together with any interest accrued.

Article V

Record Keeping

1. The Grant Recipient shall maintain books and records in respect of funds received under this Agreement that are clear, accurate, complete and up-to-date. The Recipient’s books and records will clearly identify all funds received from UNFPA as well as disbursements made by the Recipient under this Agreement, including the amount of any unspent funds. Without limiting the foregoing, the Recipient is required to maintain original documentation including bills, invoices, receipts and any other relevant documentation, which shall be kept by the Recipient for a period of five (5) years following the expiration or prior termination of this Agreement. Such documentation further includes purchase orders, suppliers’ invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers and any other relevant supporting documentation.

2. The Recipient shall furnish, compile and make available at all times to UNFPA any records or information, oral or written, which UNFPA may reasonably request in respect of the funds received from UNFPA. The Recipient understands that a written statement by the Recipient or its agent that money has been spent is insufficient and cannot replace the original documentation to support expenditures from the Grant.

Article VI

Reporting Requirements

Within forty-five (45) calendar days following the expiration or prior termination of this Agreement or the completion of the Grant Recipient’s activities hereunder, whichever event occurs earlier, the Recipient shall submit to UNFPA a combined narrative and financial report, using the form and format available at <http://dl.dropbox.com/u/23618229/Copy%20of%20UNFPA_Publication-46001.xlsx> or as otherwise decided by UNFPA and notified to the Recipient, indicating all expenditures made from the funds received from UNFPA under this Agreement and the progress made toward the results to be achieved.

Article VII

Monitoring and Evaluation

UNFPA will monitor and evaluate the Grant Recipient’s activities undertaken under the terms of this Agreement in accordance with its rules, policies and procedures.

Article VIII

Audit and Investigation

1. The Grant, any part thereof, and the Grant Recipient’s activities shall be subject to audit by auditors, whether internal or external, of UNFPA or by authorized and qualified auditors retained by UNFPA at any time during the term of the Agreement and for a period of five (5) years following the expiration or prior termination of the Agreement. UNFPA shall be entitled to a refund from the Recipient for any amounts of the Grant shown by such audits to have been paid by UNFPA or used by the Recipient other than in accordance with the terms and conditions of this Agreement.

2. UNFPA may conduct inspections or investigations relating to any aspect of the Grant or the award thereof, the obligations performed by the Grant Recipient under this Agreement, and the operations of the Recipient generally relating to the performance of its obligations at any time during the term of the Agreement and for a period of five (5) years following the expiration or prior termination of this Agreement. UNFPA shall be entitled to a refund from the Recipient for any amounts of the Grant shown by such inspections or investigations to have been paid by UNFPA or used by the Recipient other than in accordance with the terms and conditions of this Agreement.

3. The Grant Recipient shall provide its full and timely cooperation with any such audits, inspections or investigations. Such cooperation shall include, but shall not be limited to, the Recipient’s obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to the Recipient’s premises at reasonable times and on reasonable conditions in connection with such access to the Recipient’s personnel and relevant documentation. The Recipient shall require its agents, including, but not limited to, the Recipient’s attorneys, accountants or other advisers, to reasonably cooperate with any audits, inspections and investigations carried out by UNFPA.

Article IX

Dispute Resolution

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

2. Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under the preceding paragraph, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Article X

Final Provisions

This Agreement shall enter into force upon signature by both Parties, on the date of the last signature. It shall remain in force for a period of **[enter number in words and figures]** months and shall expire at the end of the last day of this period unless it is extended by the Parties in writing.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties, have signed the present Agreement in two copies.

|  |  |
| --- | --- |
| **For the United Nations Population Fund:** | **For the Grant Recipient:** |
|  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Signature) | (Signature) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Title) | (Title) |

**GENERAL TERMS AND CONDITIONS FOR GRANT AGREEMENTS**

1. **LEGAL STATUS:** Grant Recipient (“Recipient”) shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. Recipient’s employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **RECIPIENT'S RESPONSIBILITY FOR EMPLOYEES/PERSONNEL:** Recipient shall be responsible for the professional and technical competence of its employees and personnel and will select, for work under this Grant Agreement (“Agreement”), reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** Recipient shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, or any of Recipient’s rights, claims or obligations under this Agreement except with the prior written consent of UNFPA.
4. **SUB-CONTRACTING:** In the event the Recipient requires the services of subcontractors to perform its obligations under this Agreement, the Recipient shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under this Agreement. Any such rejection or request for removal shall not, in and of itself, entitle the Recipient to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under this Agreement, and the Recipient shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement.
5. **OFFICIALS NOT TO BENEFIT:** Recipient warrants that no official of UNFPA has received or will be offered by Recipient any direct or indirect benefit arising from this Agreement or the award thereof. Recipient agrees that breach of this provision is a breach of an essential term of this Agreement.
6. **INDEMNIFICATION:** Recipient shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of Recipient, or Recipient's employees, officers, agents or sub-contractors, in the performance of this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by Recipient, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
7. **ENCUMBRANCES/LIENS**: Recipient shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against Recipient.
8. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

**8.1** Except as is otherwise expressly provided in writing in this Agreement, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which Recipient has developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and Recipient acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

**8.2** At the request of UNFPA, Recipient shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of applicable law.

**8.3** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by Recipient under this Agreement shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Agreement.

1. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS AND UNFPA:** Each of the Parties is permitted to use the other’s name, logo, and emblem in connection with this Agreement, unless permission is withdrawn in any particular case in writing by any of the Parties.
2. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**10.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, Recipient shall give notice and full particulars in writing to UNFPA, of such occurrence or change if Recipient is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. Recipient shall also notify UNFPA of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to Recipient of a reasonable extension of time in which to perform its obligations under this Agreement.

**10.2** If Recipient is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNFPA shall have the right to suspend or terminate Agreement on the same terms and conditions as are provided for in Article 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**10.3** *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**10.4** Recipient acknowledges and agrees that, with respect to any obligations under this Agreement that Recipient must perform in or for any areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

1. **TERMINATION**

**11.1** Either Party may terminate this Agreement by giving thirty (30) calendar days’ written notice to the other Party in each of the following situations:

a. if it concludes that the other Party has breached its obligations under the Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days’ written notice to do so with effect from a date specified in such notice; and

b. if it concludes that the other Party cannot meet its obligations under the Agreement.

**11.2** UNFPA may also suspend or terminate the Agreement forthwith in each of the following situations:

a. if Recipient’s activities as required under the Agreement have not commenced within a reasonable time;

b. if it decides that Recipient or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, or coercive practices in connection with this Agreement;

c. should UNFPA’s funding be curtailed or terminated; or

d. should Recipient be adjudged bankrupt, or be liquidated or become insolvent, or should Recipient make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Recipient, in which case Recipient shall immediately inform UNFPA of the occurrence of any of the above events.

**11.3** For the purposes of this Agreement, the following definitions shall apply: (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation; (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

**11.4** The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

**11.5** Immediately upon sending or receiving a notice of termination Recipient will not make any forward commitments, financial or otherwise, in connection with this Agreement.

**11.6** On termination of this Agreement, Recipient will transfer either to UNFPA or in accordance with UNFPA’s instructions the unexpended balance of the Grant held by Recipient and the unused supplies and equipment provided by UNFPA under the Agreement.

**11.7** If UNFPA exercises its right to terminate the Agreement, UNFPA will have the right to require Recipient to repay to UNFPA such amount of money, up to the total amount paid to Recipient by UNFPA prior to the date of the notice of termination, as UNFPA shall determine. It is understood that expenditures by Recipient in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by Recipient will be made promptly upon receipt of UNFPA’s notice to pay.

**11.8** If UNFPA exercises its right to terminate this Agreement and decides that the activities under this Agreement should be performed by another organization, Recipient will promptly provide full cooperation to UNFPA and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to Recipient by UNFPA and the provisions of paragraph 11.6 above will apply.

1. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNFPA.
2. **OBSERVANCE OF THE LAW:** Recipient shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
3. **SEXUAL EXPLOITATION:** Recipient shall ensure that all its employees and personnel comply with the provisions of ST/SGB/2003/13 entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse”, which is available at http://www.un.org/Docs/journal/asp/ws.asp?m=ST/SGB/2003/13.
4. **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNFPA unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNFPA and an authorized officer of Recipient.
5. **NO SUPPORT TO TERRORISM:** Recipient agrees to apply the highest reasonable standard of diligence to ensure that no part of the Grant transferred by UNFPA to Recipient: (a) is used to provide support to individuals or entities associated with terrorism; (b) is transferred by Recipient to any individual or entity on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999), available at http://www.un.org/Docs/sc/committees/1267; and (c) is used, in the case of money provided by UNFPA, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

Annex I

Terms of Reference

Terms of Reference

**Strategic Plan Outcome grant contributes to:**

**1. Brief summary of selection process:**

**2. Purpose of the Grant: (must include brief justification for how building the capacity of the organization helps UNFPA achieve results)**

The purpose of the Grant is to finance a community based not-for-profit or civil society organization to strengthen its capacity as outlined below:

[enter description]

Building the capacity of the organization contributes to UNFPA’s mandate and helps UNFPA achieve results in the following way:

[enter description]

**3. Budget:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Name/Description of Activity | Time Frame | Total Authorized Budget |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| etc |  |  |  |
|  |  |  |  |
| **TOTAL BUDGET** | | | **US$** |