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|  |  | |  | | --- | | **AGREEMENT**  **between**  **THE UNITED NATIONS,**  **Acting through its Office for the Coordination of Humanitarian Affairs (OCHA)**  **and**  **[*Organization name*]** | | | | | |  |  |
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| |  | | --- | | **Whereas** the United Nations, acting through its Office for the Coordination of Humanitarian Affairs (hereinafter referred to as “OCHA”), and **[*Organization name*]** (hereinafter referred to as "the Implementing Partner”) are committed to the objectives and principles of humanitarian assistance, and share the vision of working together in a coordinated manner;  **Whereas** OCHA has been entrusted by its donors with certain resources, available under the Trust Fund For Disaster Relief (sub-account for the [**Country]** Country-based Pooled Fund) that can be allocated for relief activities; is accountable to its donors for the proper management of these funds; and can, in accordance with the United Nations (UN) Financial Regulations and Rules and the UN policies as stipulated by the General Assembly and the Secretary-General, make available such resources for relief activities;  **Whereas** the Implementing Partner is apolitical and not profit-making, has demonstrated the capacity required to implement the activities involved in this Agreement, and has agreed that they shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances; and  **Whereas** the Implementing Partner acknowledges and accepts to adhere to OCHA Policy Instruction on OCHA managed Country-Based Pooled Funds and the Operational Handbook [which are available on the following website: <https://www.unocha.org/our-work/humanitarian-financing/country-based-pooled-funds-cbpf/cbpf-guidelines>].  **Now, therefore,** on the basis of mutual trust and in a spirit of friendly cooperation, the Implementing Partner and OCHA have entered into the present Agreement (hereinafter referred to as “the Agreement”).  **Article I. Duration of Present Agreement**  1.                   The Agreement shall enter into force on the date that both Parties have signed the Agreement and will cover the project implementation period from [**insert date**] to [**insert date**],unless earlier terminated in accordance with Article XIII hereto, or extended in accordance with Article XIXhereto.  2.                   Should the Implementing Partner require an extension to the above end date of the Agreement, the Implementing Partner shall submit a request to OCHA with a justification, no later than 30 days prior to such end date. OCHA shall reasonably consider the Implementing Partner’s request with any Amendments to the Agreement to be undertaken in accordance with Article XIX hereto.  **Article II.** **General Responsibilities of the Parties**  1.                  The Implementing Partner shall, with due diligence and efficiency, implement the Project **[*OCHA Project Reference Number and Project Title*]** described in the Project Proposal and Budget in Annex Ahereto (hereinafter referred to as “the Project”) and ensure that the funds and any supplies, equipment and other materials provided by OCHA are only used for this purpose.    2.                  The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement.  3.                  The Parties shall keep each other informed of all activities pertaining to the Project and shall consult regularly on the status of its implementation. The Implementing Partnershall facilitate visits by OCHA or any other person duly authorized in writing by OCHA to the Project site(s) to review the progress and achievement of the Project during its period of implementation and thereafter.  4. The Implementing Partner shall note and adhere to provisions outlined in the Operational Handbook with specific reference to narrative reports and/or financial statements; refunding of unspent funds; commitment to address critical audit and/or monitoring findings; indication of possible fraud, corruption or misuse of funds; and the compliance measures.  5.                  The Implementing Partner shall, at its own expense, comply with all applicable laws and regulations, and assume all liabilities and obligations imposed by any such law or regulation with respect to the implementation of the project under this Agreement.  6.                 The Implementing Partner represents and certifies that it is legally registered as a non-governmental, non-profit, non-political organization in the country of the Project implementation or, under exceptional circumstances and as approved by the HC, in another UN Member State in the event the Partner cannot register in the country of operation, and that it has the required legal capacity to enter into this Agreement and implement the Project, and that it shall comply with any legislation applicable to it. The Implementing Partner represents and certifies that it has informed OCHA in writing if there are any claims, investigations or proceedings in progress, pending, imminent or completed against the Implementing Partner in any of its global operations. The Implementing Partner must inform OCHA immediately upon its knowledge, in writing when any investigation into its operations or personnel or any proceeding against it is initiated at any stage; failure to do so may result in termination of ongoing projects and/or render the Implementing Partner ineligible for funding.  **Article III. Copyrights, Patents, Other Proprietary Rights  and Use of the UN Name and Emblem**  1.         All decisions regarding publications with regard to products or documents and other materials which bear a direct relation to, or are produced, prepared, collected in consequence of or in the course of the execution of the present Agreement shall be made by OCHA in accordance with its sectoral policy on information management for emergency relief assistance.  2.         The Implementing Partner may not communicate at any time to any other person, Government or authority external to the UN, any information known to it by reason of its association with OCHA which has not been made public except with the authorization of OCHA. In any event, such information shall not be used for individual advantage or profit of the Implementing Partner or its personnel.  3.        The Implementing Partner shall make its best efforts to provide appropriate acknowledgement to the UN for the financial support provided under this Agreement in reports, press statements and other communications and materials directly relating to the Project. The Implementing Partner acknowledges and agrees that the UN emblem may not be used in any such acknowledgement.  Except for the foregoing, the Implementing Partner shall not use the UN name or emblem in connection with the Project or the Implementing Partner’s other activities.  **Article IV. Personnel and Ethical Requirements**  1.         The Implementing Partner shall be fully responsible for all services performed by its personnel, agents, employees, contractors or subcontractors (hereinafter referred to as “Personnel”) for the implementation of the Project. The Implementing Partner shall ensure that all relevant labor laws are observed and shall provide and thereafter maintain all appropriate salaries, emoluments, medical and life insurance for its Personnel in connection with the Agreement.  2.         The Implementing Partnershall ensure that its Personnel are selected through a fair and transparent competitive process and meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Project Objectives, which are outlined in the Project Proposal in Annex A. The Implementing Partner shall ensure that the Implementing Partner and all its Personnel are free from any conflict of interest relating to Project activities and that they always act in accordance with the highest moral and ethical standards. The Implementing Partner hereby confirms that as of the date of entry into effect of this agreement, neither it nor its Personnel have actual or potential conflict of interest situations and that it has fully disclosed to OCHA in writing any existing and/or potential conflict of interest situations, before entering into the present agreement. If a new conflict of interest arises, the Implementing Partner must disclose this in writing to the OCHA.  3.         The Implementing Partner’s Personnel shall not be considered in any respect as being the employees or agents of the United Nations, including OCHA. The United Nations does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by third parties, or by the Implementing Partner’s Personnel as a result of their work pertaining to the Project.  4.         The Implementing Partner shall ensure that its Personnel refrain from any conduct that would adversely reflect on the United Nations, including OCHA, and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of OCHA; more specifically, they shall prevent, oppose and combat all exploitation and abuse of vulnerable population assisted by the project and other persons of concern to OCHA.  5.         The Implementing Partner acknowledges and agrees that United Nations, including OCHA, has zero tolerance for abuse and misconduct, including sexual exploitation and abuse. It shall communicate accordingly to its Personnel and shall take all reasonable measures to prevent abuse and misconduct. In particular, but not limited, the Implementing Partner represents and certifies to undertake all reasonable actions to prevent: sexual exploitation and abuse, sexual and workplace harassment, discrimination, assault, threat, jeopardizing life of staff or others, abuse of authority, mismanagement, misuse and misappropriation of assets and funds, theft, fraud, corruption, misrepresentation, collusion and other violation of procurement principles, gross negligence, conflict of interest, violation of the relevant law, and/or of International Humanitarian, Human Rights and Refugee Law and of humanitarian principles, , violation of confidentiality, violation of terms and contractual clauses under this Agreement. The Implementing Partner must comply with all requirements of the UN Standards of Conduct [[1](https://cdu.unlb.org/UNStandardsofConduct/CodeofConduct.aspx)].  6.         In particular, the Implementing Partner shall ensure that all possible measures are taken to prevent its Personnel from exploiting and abusing vulnerable population and other persons of concern to OCHA and engaging in any form of behavior that could qualify as misconduct and abuse. The failure of the Implementing Partner to take effective measures to prevent such abuse or other misconduct, or the failure to investigate allegations of the same and to take disciplinary and corrective actions when misconduct is found to have occurred, will constitute grounds for termination of the agreement with OCHA.  7.         The Parties to this Agreement shall ensure that no Personnel of the Implementing Partner, or the United Nations, including OCHA, has been or will be offered any benefit arising from this Agreement. The Parties agree that non-compliance with the provisions of this Article is a breach of an essential term of this Agreement, which may result in immediate termination of the Agreement or any other remedial action deemed necessary by OCHA.  8. The Implementing Partner shall immediately notify OCHA if the Implementing Partner becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this article, whether by the Implementing Partner or its Personnel or by any subcontractor.  **Article V. Supplies, Equipment, Materials, Procurement and Sub-Contracting**  1.         The Implementing Partner shall assume ownership and shall be responsible for the proper use, custody, maintenance and care of all non-expendable equipment, supplies and materials financed by OCHA during Project implementation and any subsequent use.  2.         The Implementing Partner shall ensure that its procedures for awarding contracts and for the procurement of goods, equipment, other commodities and services under the present Agreement safeguard the principles of highest quality, transparency, economy and efficiency. The Implementing Partner shall disclose procurement and purchasing practices to OCHA upon request.  3.         The Implementing Partner shall ensure that its Personnel do not collude with third parties including but not limited to fix prices, offer, give, solicit or receive bribes or gifts from vendors, nor shall they engage in any activity which could be deemed as illegal, fraudulent or corrupt practice. The Implementing Partner shall ensure that its Personnel discharge their functions free of prejudice and conflict of interest and that sufficient segregation of duties is in place to ensure the principles outlined above.  4.         The Implementing Partner shall maintain complete and accurate records of supplies, equipment and other materials purchased with the Grant, as defined in Article VII, paragraph 1, below, made available by OCHA and shall take periodic physical inventories. The Implementing Partner shall provide OCHA with an updated inventory of such supplies, equipment and other materials at any time upon request, including the beginning and the end of the Project.  5.         In the event the Implementing Partner sub-contracts any project components or activities to a sub-contractor, it shall be clearly spelled out in the Project proposal and budget. The Implementing Partner shall be fully responsible for all work and services performed by such sub-contractors and for all acts and omissions committed by them, their employees or other personnel engaged by them. The Implementing Partner shall ensure monitoring of the sub-contracted activities, including the accountability of funds and project outcomes. The approval by OCHA of a sub-contractor shall not relieve the Implementing Partner of any of its obligations under this Agreement. The terms of any arrangement with another operational partner shall be subject to and conform to the provisions of this Agreement.  6. In the event the Implementing Partner sub-contracts any project components or activities to a sub-contractor, the Implementing Partner shall ensure that any Project support costs are fairly distributed between the Implementing Partner and the sub-contractor proportionate to the Project Budget and activities being undertaken by either.  **Article VI. Insurance and Liabilities to Third Parties**  1.         The Implementing Partner bears the responsibility to provide adequate insurance coverage against all risks in regards to the implementation of the Project under the Agreement. If insurance coverage is not obtained over certain risks, the Implementing Partner is required to notify OCHA to duly obtain a waiver.  2.         The Implementing Partner shall provide and thereafter maintain insurance against all risks in respect of property and any equipment procured for the implementation of the Project under the Agreement.  3.         The Implementing Partnershall provide and thereafter maintain for the duration of the Project all appropriate worker's compensation insurance, or its equivalent, with respect to its Personnel directly involved in the Project to cover claims for personal injury or death in connection with the Agreement.  4.         The Implementing Partner shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under the Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Implementing Partner or its Personnel performing work or services in connection with the Agreement. The Implementing Partnershall provide and thereafter maintain all other types of insurance and in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.  5.         Except for the worker's compensation insurance, the insurance policies under this Article shall include a waiver of subrogation of the Implementing Partner’s rights to the insurance carrier against OCHA.  **Article VII. Financial and Operational Arrangements**  1.                  The Project Budget for the proposed activities submitted by the Implementing Partner requests resources (hereinafter referred to as “the Grant”) up to the maximum amount of **US$** **[*Total project budget amount*]** for the duration of the Agreement. The Parties shall expeditiously meet and confer with respect to any necessary revisions to the amount of the Grant with any amendments to this Agreement to be undertaken by the Parties in accordance with Article XIX.  2.                  The Implementing Partner shall utilize OCHA’s Grant towards the costs of implementing the Project in accordance with the Project Proposal and Budget (Annex A). OCHA shall not be liable for the payment of any expenses, fees, tolls, or any other financial cost not outlined in the Project Proposal and Budget (Annex A), unless OCHA has explicitly and formally accepted such liability prior to the expenditure by the Implementing Partner. OCHA shall not be liable for any expenditure or obligations made before the start date of implementation or after the end date specified in Article I of this Agreement. or in excess of the authorized Project Budget amount. Such expenditure or obligations are ineligible. The Implementing Partner shall be able to incur expenditure and obligations for the Project as of the start date of implementation specified in Article I of this Agreement. The Parties shall expeditiously meet and confer with respect to any necessary revisions to the Project Budget with any amendments to this Agreement to be undertaken by the Parties in accordance with Article XIX.  3.         Funding to support this project will be released to the Implementing Partner in **[number (up to X)]** instalments as follows: as a first instalment of **[XX% of Total Project Budget Amount], a second instalment of [XX% of Total Project Budget Amount] and a third / last instalment of [XX% of Total Project Budget Amount]**. The first instalment will be released within 10 working days following the signature of the Agreement by the Parties. Any subsequent instalments will be released when interim financial statements, as referenced in Articles IX and X, below, have been submitted to and accepted by OCHA as showing satisfactory management and use of the Grant. The Parties shall expeditiously meet and confer with respect to any necessary revisions to the above instalments with any amendments to this Agreement to be undertaken by the Parties in accordance with Article XIX.  4.         To ensure that all transactions related to the OCHA Grant remain traceable, the Implementing Partner shall deposit all funds received from OCHA into a separate interest-bearing bank account with an account title in the name of the Implementing Partner. If the country specific legal framework does not allow a separate interest-bearing account to be maintained for the OCHA Grant, the Implementing Partner shall inform OCHA in writing the arrangement to receive the Grant in a non-interest-bearing account or a sub-account of an existing interest-bearing account., provided that the Grant remains traceable and can be audited in accordance with this Agreement. The use of a sub-account may be authorised by OCHA if the deposit and the use and interest of the OCHA Grant remain traceable. The Implementing Partner shall authorize OCHA to access all bank records and accounts as required and upon request, including the bank records and accounts of sub-contractors.  5.         All instalments to be released under the present Agreement shall be made to the following bank and account:  **Name of Bank:**  **Address of Branch:**  **Full Account Number:**  **Precise Denomination of the Account Holder:**  **Account Title:**  **IBAN:**  **SWIFT:**  **Currency:**  6.         Interest will be apportioned annually to the undisbursed balance of the Grant which has been received in accordance with paragraph 3 above. The Implementing Partner shall return to OCHA any interest accrued on the undisbursed balance of the Grant received according to paragraph 3 above. Subject to prior approval from OCHA, this interest income can be offset against any funds due to the Implementing Partner from OCHA under this Grant Agreement.  7.         The currency used for the purposes of this Agreement, including for payments to the Implementing Partner, reporting, refunds, is the United States Dollar (USD). When the Implementing Partner performs financial transactions in other currencies than USD, the Implementing Partner shall use the most favorable official rate of exchange for all transactions related to the implementation of the Project. Implementing Partner should be able to substantiate such exchange rate with supporting documents of actual transaction(s) either from the respective federal bank or an authorized currency exchange. The Implementing Partner shall only use authorized currency exchanges to convert the Grant into non-USD currencies. Exchange losses are not eligible costs under this Agreement. Exchange gains related to the implementation of Project activities should be offset against any remaining instalments to be received under the Grant Agreement. In the event that all instalments have been received by the Implementing Partner, any gains due to currency exchanges shall be returned by the Implementing Partner to OCHA within 60 days from OCHA having received the final audit report from the Implementing Partner.  8.         The Implementing Partner shall be authorized to make variations not exceeding twenty (20) per cent on any one budget category of the approved Project Budget, provided that the total Project Budget allocated by OCHA is not exceeded. The Implementing Partner shall be authorized to create new budget line not exceeding twenty (20) per cent of the budget category, provided that the total Project Budget allocated by OCHA is not exceeded. Any variations exceeding twenty (20) per cent on any one budget category that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval in writing by the Humanitarian Coordinator in **[name of the country]** on behalf of OCHA. OCHA shall not be liable for any expenditure incurred in excess of its contribution as specified in this Agreement. The Implementing Partner shall be authorized to include a contingent budget line up to four (4) per cent of the total Project Budget under the “General Operating and Other Direct Costs” budget category.  9.         The Implementing Partner must pay in full, within 60 days after the end of this Agreement, all commitments related to this Project and undertaken during the period of validity of this Agreement. Proof of full payment should be kept for auditing and investigation activities as per Article XI. The Implementing Partner shall not incur new commitments concerning the Project after the end date specified in Article I.  10.       Any portion of the Grant that is unspent, as well as any unused interest accrued on the undisbursed balance of funds received according to paragraph 3 above, shall be returned to OCHA. All refunds due to OCHA must be repaid within 30 days after the formal notification from OCHA. OCHA may request the Implementing Partner to totally or partially refund the Grant when OCHA is unable to obtain sufficient assurances that the Grant was used for the purposes as specified in this Agreement.  11.       In the event that the Implementing Partner receives additional funding for the same purpose in the country(ies) where the Project takes place from any source other than OCHA, the Implementing Partner shall immediately advise OCHA of the following: source of funding; amount of funding; activities covered by the additional funding or intended application of the additional funds; and period that the additional funding is intended to cover (i.e. start and end dates of the funding if applicable).  **Article VIII. Maintenance of Records**  1.                  The Implementing Partner shall collect and keep readily accessible information and documentation on the progress implementation of the Project and the use made of the Grant. To this end, the Implementing Partner shall maintain separate accounts recording all receipts and expenditure under this Project relating to the Grant and ensure that any obligations entered into and all disbursements made are satisfactorily documented. For each payment, a voucher shall be established showing the Project title or project number, the name of the payee, the amount, purpose and date of disbursement. Original bills, invoices, receipts and such other documentation pertinent to the transaction will be attached to the voucher in support thereof. These vouchers and the supporting documentation will be systematically filed in dossiers specifically established to house project financial documentation.  2.                  The Implementing Partner must maintain separate records, documents and account for the Project funded by OCHA Grant.  3.                  Unless otherwise agreed upon between the Parties, upon expiration or termination of the Agreement, the Implementing Partner shall maintain the records and make them accessible for a period of at least five (5) years for all the reviews and oversight activities that OCHA may consider to undertake.  **Article IX. Interim and Final Substantive Reports**  1.                  The Implementing Partner shall provide OCHA with **up to [*X*]** Progress Narrative Report(s) using the template provided with regard to the implementation status of the Project following the timeline and the requirements as defined in the Reporting Schedule annexed to the present Agreement (Annex B). In addition to the requirements of the above template, the Implementing Partner shall report on the use of contingency funds, including the reason therefor, in the Progress Narrative Report(s).  2.                  The Implementing Partner shall provide OCHA with a Final Narrative Report using the provided template with regard to the utilization of the Grant for the Project within three (3) months of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur. In addition to the requirements of the above template, the Implementing Partner shall report on the use of contingency funds, including the reason therefor, in the Final Narrative Report.  3.                  The Parties shall expeditiously meet and confer with respect to any necessary revisions to the above reporting requirements with any amendments to this Agreement to be undertaken by the Parties in accordance with Article XIX.  **Article X. Interim and Final Financial Statements**  1.                  The Implementing Partner shall provide OCHA with Interim Financial Statement(s) using the template provided each time the Implementing Partner is requesting the release of the subsequent instalment. The Implementing Partner is entitled to request the following instalment as soon as 70% of the previous instalment(s) is spent. Reporting requirements are summarized in Annex B. In addition to the requirements of the above template, the Implementing Partner shall report on the use of contingency funds, including the reason therefore, in the Interim Financial Statement(s).  2.                  The Implementing Partner shall provide OCHA with a Final Financial Statement listing amounts received and expended under this Agreement utilizing the financial statement format within three (3) months of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur. It will also include an inventory of equipment purchased utilizing the Grant. In addition to the requirements of the above template, the Implementing Partner shall report on the use of contingency funds, including the reason therefore, in the Final Financial Statement.  3.                  In addition, every calendar year until the expiration of the current agreement and the submission of the final financial statement to OCHA, the Implementing Partner shall submit an Interim Financial Statement reflecting expenditure as of **31 December** of each calendar year. The Interim Financial Statement shall be submitted no later than **31 January** of each calendar year. Interim statements submitted before 31 January reflecting expenditures between 1 November and 31 December satisfy the requirement of this Interim Financial Statement. Projects started after 1 November will not have to provide an interim report as of the following 31 January.  4.                  All Financial Statements shall be certified (signed, stamped and dated), on behalf of the Implementing Partner, by a duly authorized designated official with delegated authority on financial matters.  5.                  The Parties shall expeditiously meet and confer with respect to any necessary revisions to the above reporting requirements with any amendments to this Agreement to be undertaken by the Parties in accordance with Article XIX.  **Article XI. Audit, Monitoring and Investigation Requirements**  1.         OCHA reserves the right to commission an independent audit of activities implemented under this Agreement. In such case, OCHA shall inform the Implementing Partner in writing. OCHA, through its local service provider (LSP), will contract the auditors of a qualified audit firm, which shall produce an audit report, based on established terms of reference. Any fees, expenses or financial costs in connection with such audits will be funded directly by OCHA.  2.         Notwithstanding the above, OCHA, the United Nations Office for Internal Oversight and the United Nations Board of Auditors, shall have the right to monitor, audit, investigate or review such Project-related books and records as it may require, and shall have full and unrestricted access to all documentation, premises, implementation sites relating to the Project implemented under this Agreement, including related to activities undertaken by sub-contractors or other operational partners appointed by the Implementing Partner, as necessary. Denial of full information and free access to Project premises and implementation sites will be considered a breach of an essential term of this Agreement, which may result in immediate termination of the Agreement or any other remedial action deemed by OCHA.  3.                  The Implementing Partner shall facilitate all monitoring, audit, investigation and other types of review, visits of premises and implementation sites of the Project by authorized OCHA staff, the United Nations Office for Internal Oversight, the United Nations Board of Auditors, or any other person duly authorized by OCHA, whenever it is required.  4.                  The Implementing Partner shall immediately communicate and ensure full transparency and close coordination with OCHA regarding the suspicion, the planning and conduct of any investigation, forensic audit or administrative action in regard to allegations of sexual exploitation and abuse, misconduct of staff and beneficiaries and in regard to fraud, and/or misuse of funds related to the present Agreement or the Implementing Partner. The Implementing Partner shall timely share with OCHA the full reports of investigations conducted.  5.                  The Parties shall expeditiously meet and confer with respect to any necessary revisions to the above audit requirements with any amendments to this Agreement to be undertaken by the Parties in accordance with Article XIX.  **Article XII. Responsibility for Claims**  1.         The Implementing Partner shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, including OCHA, its officials, agents, 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 the Implementing Partner, or the Implementing Partner's Personnel, in the performance of the Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Implementing Partner or its Personnel. The obligations under this paragraph do not lapse upon expiration or termination of the Agreement.  2. The Implementing Partnershall be responsible for and deal with all claims brought against it by its Personnel.  **Article XIII. Suspension and Early Termination**  1.         The Parties hereto recognizethat the successful completion and accomplishment of the Project Objectives are of paramount importance, and that OCHA may find it necessary to suspend or terminate the Project, or to modify the arrangements for execution of the Project, should circumstances arise which jeopardize successful completion or the accomplishment of the Project Objectives, including breach of contract terms and evidence of suspected fraud, diversion and misappropriation of funds. The provisions of the present Article shall apply to any such situation.  2.         OCHA shall notify the Implementing Partner if any circumstance arises that, in the judgment of OCHA, interferes or threatens to interfere with the successful completion of the Project or the accomplishment of the Project Objectives. The Implementing Partner shall promptly inform OCHA in writing of any such circumstance that might come to the Implementing Partner’s attention. The Parties shall cooperate towards the rectification or elimination of the circumstance in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Implementing Partner, where such circumstances are attributable to it or within its responsibility or control. If applicable, the Parties shall also cooperate in assessing the consequences of possible termination of the Project on the target beneficiaries of the Project.  3.         OCHA may at any time after occurrence of the circumstance in question suspend execution of the Project by written notice to the Implementing Partner, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2 above of the present Article. OCHA may indicate to the Implementing Partner the conditions under which it is prepared to authorize a suspension and the possible resumption of execution of the Project.  4.         If the cause of suspension is not rectified or eliminated within fourteen (14) days after OCHA has given notice of suspension to the Implementing Partner, OCHA may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Agreement; and (b) terminate the Project and entrust its execution to another organization. The effective date of termination under the provisions of the present paragraph shall be specified in writing by OCHA. In the event of transfer of the Implementing Partner’s responsibilities for execution of a Project to another organization, the Implementing Partner shall cooperate with OCHA and the other organization in the orderly transfer of such responsibilities. In cases of non-frivolous allegations of suspected fraud, diversion or misappropriation of funds or sexual exploitation and abuse, OCHA may decide to issue a notice of termination of the Project immediately and forego the fourteen (14) days’ notice of suspension.  5.                  Upon receipt of a notice of termination by OCHA under the present Article, the Implementing Partner shall take immediatesteps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Implementing Partner shall undertake no forward commitments and shall submit to OCHA within seven (7) days a financial statement, specifying outstanding commitments, and an inventory. The Implementing Partner shall return to OCHA, within thirty (30) days, any portion of the Grant that is unspent, supplies, equipment and other materials provided by OCHA, unless OCHA has agreed otherwise in writing.  6.                  In the event of any termination under the present Article, OCHA shall reimburse the Implementing Partner only for the costs incurred to execute the Project in conformity with the express terms of the present Agreement. Reimbursements to the Implementing Partner under this provision, when added to amounts previously remitted to it by OCHA in respect of the Project, shall not exceed the total OCHA allocation for the Project.  7.         If the Implementing Partner has been investigated (either by a UN investigation body or any other external agency) and found responsible for misconduct in reference to the Article IV, paragraphs 4 to 7, OCHA shall immediately terminate the contract upon receipt of the investigation reports. Upon notification of termination by OCHA, the Implementing Partner shall undertake no forward commitments and shall submit to OCHA within seven (7) days a financial statement, specifying outstanding commitments and an inventory. The Implementing Partner shall take immediate steps to stop all activities under this Agreement and shall then reimburse OCHA all funds received under the Project within 30 days after the notification of termination by OCHA. If the implementing partner does not reimburse the funds, OCHA reserves the right to take legal action against the Implementing Partner.  **Article XIV. Arbitration**  1.         The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.  **Article XV. Privileges and Immunities**  1.         Nothing in or related to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN, including its subsidiary organs.  **Article XVI. Tax Exemption**  1.         The Implementing Partner may be entitled to exemption from taxes, duties or charges under applicable laws and regulations concerning humanitarian programmes with respect to the implementation of the Project under this Agreement. The Implementing Partner shall be responsible for obtaining relevant exemptions from taxes, duties or charges when implementing the Project. OCHA makes no representation with respect to the applicability of such taxes, duties or charges to the Project.  2.          In the event that the funds provided by OCHA under this Agreement included costs to cover taxes, duties and charges and they were not payable as a result of exemptions or were paid but subsequently reimbursed to the Implementing Partner, then the Implementing Partner shall reimburse all funds previously paid by OCHA for these taxes, duties and charges within thirty (30) days of reimbursement by the governmental authorities.  **Article XVII. Force majeure**  1.                  The Implementing Partner shall inform OCHA of any unforeseen event beyond its control that makes the performance of obligations under this Agreement impossible, in whole or in part, and the Parties shall decide what arrangements, if any, shall be made to further implement or terminate the Agreement.  2.                  In the event of, and as soon as possible after the occurrence of, any cause constituting *force majeure*, the Implementing Partner shall give written and detailed notice to OCHA of such occurrence or change if the Implementing Partner is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.  **Article XVIII. Confidentiality**  1. The Implementing Partner must not communicate at any time to any other person, Government or authority external to OCHA or use for private advantage any information known to it by reason of its association with OCHA, which has not been made public, except with the prior, written authorization from OCHA. These obligations shall survive the expiration or termination of this Agreement.  **Article XIX. Amendments**  1. The present Agreement or its Annexes may be modified or amended only by written agreement between the Parties, prior to the Agreement end date specified in Article I.  **Article XX. First disbursement request**  By signing this Grant Agreement **[*Organization name*]** requeststransfer of the first disbursement of **[*XX*]** **US$** corresponding to **[*XX*] %** of the total project budget of the project object of this Grant Agreement. The bank account indicated under Article VII (5) shall be used for the disbursement. **[*Organization name*]** and OCHA will submit either originals or copies of the Agreement (or Amendments hereto) that have been duly signed on paper or electronically, to each other.  **Article XXI. Correspondence**  1.         Unless otherwise specified in the Agreement, all notices and other communications required or contemplated under the present Agreement shall be given in writing and addressed and delivered to the Party for whom they are intended at the address shown below or such other address as the intended recipient may from time-to-time designate by written notice, given in accordance with the terms of this Article.  If to OCHA:  **OFFICE FOR THE COORDINATION OF HUMANITARIAN AFFAIRS (OCHA)**  Address:  Email:  Tel:  Fax:  If to the Implementing Partner:  *(legal representative)*  Name:  Title:  Address:  Tel:  Fax:  Email Address:  **IN WITNESS WHEREOF** the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.  Humanitarian Coordinator:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: Humanitarian Coordinator  Place:  Date:  For the Implementing Partner:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Place:  Date:  Approved by:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: Executive Officer, OCHA  Place: New York  Date: | | | | | | | | | |
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| |  |  |  | | --- | --- | --- | |  |  |  | | |  | | --- | | **Annex B** | | **Implementation and Reporting Schedule** For **[Organization name]** for the  implementation of the Project **[OCHA Project Reference Number and Project Title]** | | **Project Start Date: DD.MM.YYYY**  **Project Duration: XX months**  **Project End Date: DD.MM.YYYY** | | |  | |  |  |  | | |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Interim Financial Statement(s) and Disbursement Request(s)** | **Interim Financial Statement as of 31 December** | **Final Financial Statement** | **Progress Narrative Report** | **Final Narrative Report** | | *To be submitted to OCHA to release the disbursement of the second instalment at any time once 70% of the previous instalment has been spent* | *Due by 31 January each year covering expenditures up to 31 December (unless waived according to Article X paragraph 3).* | *Due within three (3) months of the completion of the Project, no later than* **DD.MM.YYYY.** | *Depending on the start date and the risk rating of the Implementing Partner, no later than* **DD.MM.YYYY.** | *Due within three (3) months of the completion of the Project, no later than* **DD.MM.YYYY.** | | *To be submitted to OCHA to release the disbursement of the third instalment at any time once 70% of the previous instalment has been spent* |  |  | *Depending on the start date and the risk rating of the Implementing Partner, no later than* **DD.MM.YYYY.** |  | |  |  | |  |  |  | | |  | | --- | | For the Implementing Partner  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Place:  Date: | | |  | |