|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  |  |  |  | | --- | --- | --- | --- | --- | | **UNITED NATIONS** |  |  |  | **NATIONS UNIES** | | **AGREEMENT**  **between**  **THE UNITED NATIONS**  **Acting through its Office for the Coordination of Humanitarian Affairs (OCHA)**  **and**  **[*Name of Recipient UN Agency*]** | | | | | |  |
|  |  |
| |  |  |  | | --- | --- | --- | | **Article I. PROJECT SUMMARY** | | | | **Project Title:** | **[Title of Project]** (hereinafter “the Project”) | | | **Project Number:** | **[OCHA project reference number]** | | | **Time frame:** | The **Grant** Agreement **(hereinafter “the Agreement”)** shall commence and expire as per timeline under Project Validity | | | **Location:** | **[Country of project implementation]** | | | **Grant amount:** | **US$[XXXXXX]** (hereinafter “the Grant”) | | | **Agency:** | **[Name of Recipient Agency]** | | | **Project Validity** | **Start date: DD/MM/YYYY**  **End date: DD/MM/YYYY** | | | 1.                The present Agreement sets forth the general terms and conditions of the cooperation between the United Nations acting through its Office for the Coordination of Humanitarian Affairs (hereinafter referred to as “OCHA”) and **[Name of Recipient Agency]** (hereinafter referred to as “**Acronym of Recipient Agency**”)  in all aspects of achieving the Project objectives, as described in the Proposal and budget (Annex A). 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 IX.  2.               **[Name of Recipient Agency]**  will ensure that the Grant under the present Agreement shall not be used for purposes other than those described in Annex A hereinafter. **[Name of Recipient Agency]**  shall administer the funds received under this Agreement in accordance with its regulations, rules, policies, procedures and directives.  3.               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 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.  **Article II. ADMINISTRATIVE COSTS**  4.                  The total indirect Programme Support Costs of the Project shall not exceed the cumulative rate of 7% of the actual direct Project costs.  All other direct costs incurred by **[Name of Recipient Agency]** in carrying out the activities for which it is responsible within the scope of the Project will be recovered as direct costs. In the event the Implementing Partner sub-contracts any project components or activities to a subcontractor, the Implementing Partner shall ensure that any Project support costs are fairly distributed between the Implementing Partner and the subcontractor proportionate to the Project Budget and activities being undertaken by either. | | | | **Article III. REPORTING**  **5. Substantive Reporting**  5.1       If the Project is shorter than six (6) months, **[Name of Recipient Agency]** shall submit to OCHA a final substantive report using the template provided within three (3) months after the completion of the Project detailing achievements, constraints and impact with regard to the utilization of the Grant.  5.2       If the Project is six (6) months or longer, **[Name of Recipient Agency]** shall submit to OCHA a substantive progress report at mid-term of the implementation of the Project using the template provided, due one (1) month after mid-term, detailing achievements, constraints and impact with regard to the utilization of the Grant.  5.3       After the Project has been completed, **[Name of Recipient Agency]** shall submit to OCHA a final substantive report detailing achievements, constraints and impact with regard to the utilization of the Grant for the Project using the template provided. This final substantive report shall be submitted within three (3) months after the completion of the Project.   **6. Financial Reporting**  6.1 **[Name of Recipient Agency]** shall provide OCHA with an Interim certified Financial Statement , in line with Annex B (hereinafter the “Financial Statement”) listing amounts received and expended under this Agreement **every calendar year** by15 February until the submission of the final Financial Statement.  6.2 Upon completion of the project, **[Name of Recipient Agency]** shall provide OCHA with a final Financial Statement covering the period between inception and completion of the Project. This Financial Statement shall be due no later than **30 June** of the following year.  6.3 Final Financial Statements shall be certified by a duly authorized designated official with delegated authority on financial matters.  6.4 **[Name of Recipient Agency]** will account for any interest income earned or accrued on the Grant in accordance with its own financial regulations and rules.  6.5 All Financial Statements shall be provided according to the template provided in Annex B.  6.6 In addition to the formal reporting requirements set out above, **[Name of Recipient Agency]** may be requested to provide OCHA with information on an informal basis subject to **[Name of Recipient Agency]** policy on information disclosure.  **Article IV. PAYMENT INSTRUCTIONS**  **7.**                     The Grant will be disbursed by OCHA, within ten working days after the receipt of the Agreement signed by both parties, to the following **[Name of Recipient Agency]** account: | | | |  | | | | **Name of Bank:** |  | | | **Address of Branch:** |  | | | **Full Account Number:** |  | | | **Precise Denomination of the Account Holder:** |  | | | **Account Title:** |  | | | **IBAN:** |  | | | **SWIFT:** |  | | |  | | | | **Article V**. **CORRESPONDENCE**  **8.**                 All correspondence regarding the implementation of this Agreement, shall be addressed to: | | | |  | | | | **United Nations Office for the Coordination of Humanitarian Affairs** | | **[Name of Recipient Agency]** | | **[Name and Title]**  **OCHA**  **[Country] [Address]** | | **[Name and Title]**  **[Name of Recipient Agency]**  **[Country]**  **[Address]** | | **Article VI. FORCE MAJEURE**  **9.**                  The Agency 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 to this Agreement shall henceforth decide what arrangements, if any, shall be made to further implement or terminate the Agreement.  **10.**                  In the event of, and as soon as possible after the occurrence of, any cause constituting force majeure, the Agency shall give written and detailed notice to OCHA of such occurrence or change if the Agency is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The parties to this Agreement shall consult on the appropriate action to be taken, which may include termination of the Agreement, with either OCHA or the Agency, giving to the other at least seven days written notice of such termination  **Article VII. RETURN OF UNSPENT FUNDS**  **11.**                  If **[Name of Recipient Agency]** identifies a portion of the Grant that remain unspent at the end of the implementation period, it shall refund the unspent funds, including any interests accrued thereon, where applicable, within 30 days of submission of the final financial statement. Such refunds shall be reflected in the **[Name of Recipient Agency]’s** final certified financial reports. Details of the bank account are as follows:  NAME OF ACCOUNT: UN GENERAL TRUST FUND ACCOUNT  ACCOUNT NUMBER: 485001969  NAME OF BANK: JP MORGAN CHASE BANK  ABA: 021000021  SWIFT CODE: CHASUS33  LOCATION: NEW YORK USA  **Article VIII. SETTLEMENT OF DISPUTES**  **12.**                 The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof.  Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Party notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of the two Parties for final resolution. In cases involving a Fund or Programme, if this consultation does not lead to a resolution the matter will be referred to the UN Secretary-General for decision.  **Article IX. AMENDMENTS**  **13.**                 . 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.  **Article X. TERMINATION**  **14.**                  This Agreement, may, at any time, be terminated by either party by written notice to the other if, in its opinion, an event beyond its reasonable control occurs which makes it impossible to carry out its obligations under this Agreement. Termination shall be effective thirty days after receipt of the above notice.  **15.**                  The obligations assumed by the parties under this Agreement shall survive the termination of the Agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the parties hereto and the settlement of contractual liabilities that are required in respect of personnel, contractors, consultants or suppliers.  **16.**              At the termination of the Project, any unexpended or uncommitted part of the Grant will be returned to OCHA, unless otherwise agreed in writing by the Parties.  **AGREEMENT BY [Name of Recipient Agency]  17. [Name of Recipient Agency]** certifies that the Project Proposal and its budget (see Annex A) are an accurate description of the proposed activities. **[Name of Recipient Agency]**, through the duly authorized signature below, accepts the terms of this Agreement. **DISBURSEMENT REQUEST**  **18.**                  By signing this Grant Agreement **[Name of Recipient Agency]** requests the transfer of **[XX] US $ [amount in number and letters]** corresponding to 100% of the total Project budget of this Grant Agreement.  The bank account indicated under “Article IV. Payment Instructions” shall be used for the disbursement.  Humanitarian Coordinator:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: Humanitarian Coordinator  Place:  Date:  For **[Name of Recipient Agency]**  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Place:  Date:  **CERTIFICATION BY THE UN**  **19.**                  It is hereby certified that the activities described in this document are consistent with OCHA’s policies and the objectives of the Trust Fund for Disaster Relief. OCHA, through the duly authorized signature below, accepts the terms of this Agreement.  Approved by:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title: Executive Officer, OCHA  Place: New York  Date: | | | | |  |  |  | | --- | --- | --- | |  |  |  | | |  |  | | --- | --- | |  | **Annex A** | |  | **The proposal (Project Proposal) and the budget (Budget and Financial Reporting Tool) for the Project as submitted by the Recipient Agency and approved by the Humanitarian Coordinator are an integral part of this Agreement and shall be annexed herewith.** | | |  | |  |  |  | |  |  | | | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| |  | | --- | | **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 no later than 30 June of the following year.* | *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: | | |