**AGREEMENT**

**between**

**THE UNITED NATIONS**

**Office for the Coordination of Humanitarian Affairs (OCHA)**

**and**

**[*Name of Recipient UN Agency*]**

**Article I. PROJECT SUMMARY**

### Project Title: [Title of Project] (hereinafter referred to as “the Project”)

### Project Number: [OCHA project reference number]

**Time frame:** The agreement shall commence upon signature by both parties, the date of the last signature thereof taking precedence, and expire after **[XX months]**

**Location:** **[Country of project implementation]**

**Grant amount: US$[XXXXXX]** (the “Grant”)

**Agency:** **[Name of Recipient Agency]**

# The present Agreement sets forth the general terms and conditions of the cooperation between the Office for the Coordination of Humanitarian Affairs (hereinafter referred to as “OCHA”) and [Name of Recipient Agency] in all aspects of achieving the Project objectives, as described in the Project Proposal and its budget (Annex A).

# [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 hereto.

# [Name of Recipient Agency] shall be authorized to make variations not exceeding fifteen (15) per cent on any one budget category of the approved Project Budget, except “Staff and other personnel costs”, provided that the total Project Budget allocated by OCHA is not exceeded. Any variations exceeding fifteen (15) 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. OCHA shall not be liable for any expenditure incurred in excess of its contribution as specified in this Agreement.

# [Name of Recipient Agency] 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 and the compliance measures

**Article II. REPORTING**

# 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 two (2) months after the completion of the project detailing achievements, constraints and impact with regard to the utilization of the funds.

# 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 funds.

# 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 two (2) months after the completion of the project.

# Financial Reporting

6.1 **[Name of Recipient Agency]** shall provide OCHA with an Interim Financial Statement listing amounts received and expended under this Agreement **every calendar year** by 31 January 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.

**Article III. PAYMENT INSTRUCTIONS**

# 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:

# Currency: US Dollars

**Article IV. CORRESPONDENCE**

# All correspondence regarding the implementation of this Agreement, other than this signed Basic Agreement Document, shall be addressed to:

**United Nations Office for the Coordination [Name of Recipient Agency]**

**of Humanitarian Affairs**

# [Name and Title] [Name and Title]

# OCHA [Name of Recipient Agency]

# [Country] [Country]

# [Address] [Address]

#

**Article V. FORCE MAJEURE**

# 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.

# 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 VI. CONFIDENTIALITY**

# All information, including personal information of individual or groups of beneficiaries, reports, statistics, maps and all other documents and information compiled or received by the Agency under this Agreement must be treated as strictly confidential. No personal information shall be communicated to any third party without the prior written approval of the person concerned.

# The Agency 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 VII. ARBITRATION**

# 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 United Nations Commission on International Trade Law Arbitration Rules. 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 VIII. PRIVILEGES AND IMMUNITIES**

# Nothing in or related to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by OCHA or the Agency.

**Article IX. AMENDMENTS**

# The present Agreement or its Annex(es) may be modified or amended only by written agreement between the Parties, at least 30 days prior to the Agreement end date.

**Article X. TERMINATION**

# 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.

# 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.

# 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]

# [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

# 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 III. Payment Instructions shall be used for the disbursement.

Humanitarian Coordinator:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: Humanitarian Coordinator

Place: [xxxx]

Date:

For **[Name of Recipient Agency]**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Place: [xxxx]

Date:

# CERTIFICATION BY THE UN

# 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: Barnaby Jones

Title: Executive Officer, Administrative Services Branch, 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**

|  |
| --- |
| **Financial Statement for Funds Received from the [Name of the Fund]**  |
| **Implementing Partner: [Name of Recipient Agency]**  |
| **Project Title: [Project Title]. Project Reference #: [OCHA Project Reference Number]** |
| **Period covered from \_\_\_\_\_\_\_\_\_\_\_\_\_ 20XX to \_\_\_\_\_\_\_\_\_\_\_\_ 20XX**  |
|  |  |  |  |  |  |
| *Please check a box :* |  |  | **Interim** |  |  | **Final**  |  |  |   |
|  |
| Amount Received from OCHA | $ xxx,xxx.xx |  |   |
| Interest Income |  |  | $ xxx,xxx.xx |  |   |
| Miscellaneous Income (if any) |  | $ xxx,xxx.xx |  |   |
| Total Income:  |  |  | **$ xxx,xxx.xx** |  |   |
|   |
| **Budget Category** | **Approved Budget****In USD** | **Expenditure****In USD** | **Balance in USD** | **Expenditure (% of approved budget)** |
| **A. Staff and Other Personnel Costs** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **B. Supplies, Commodities, Materials** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **C. Equipment** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **D. Contractual Services** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **E. Travel** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **F. Transfers and Grants to Counterparts** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **G. General Operating and Other Direct Costs** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **Subtotal Direct Project Costs** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **Programme Support (Indirect) Costs (max. 7%)** | $ xxx,xxx.xx | $ xxx,xxx.xx | $ xxx,xxx.xx | xx% |
| **Total** | **$ xxx,xxx.xx** | **$ xxx,xxx.xx** | **$ xxx,xxx.xx** | **xx%** |
|  |
| **Overall balance (total income) available as of [XX.XX.XXXX]: $ xxx,xxx.xx** |
|  |
| This is to certify that the above statement of income and expenditure is correct and that the expenditures were incurred in connection with the approved projects for which funds have been received. |
|  |
|  |  |  |   |  |  |   |   |
| (Signature)  |  | Date |  |  | Stamp |   |
| Name: |  |  |  |  |  |  |
| Title: |  |  |  |  |  |  |
|  |  |  |  |  |  |  |