

## Call For Proposals (CFP)

**Project title:** Community-Based Explosive Hazards Risk Education for at-risk IDP boys and girls as part of the Mosul Response, Iraq

### Contents of this CFP:

1. This document
2. Annex A – Grant Application Template
3. Annex B – Grant Budget Template
4. Annex C – Reporting Requirements
5. Annex D – Grant Support Agreement (GSA) Template

### 1. General instructions for proposal submission:

#### How to submit?

Interested organisations are requested to submit their proposal in English to the UNMAS Iraq programme, on their organisation's headed paper and at the email addresses below. The following documents are required to be submitted by the Deadline:

- Annex A – Grant Application Template; and
- Annex B – Grant Budget Template.

The proposal should align with all criteria listed in Paragraph 2 and respond in full to the scope of work as outlined in Paragraph 3. Organisations are requested to follow the formatting guide within the Annexes attached, while adjusting to suit their specific project outlines.

#### When to submit?

**Deadline:** 10 January 2017 by 1300h Iraq local time

#### Where to submit?

By email to Nicola Sandhu ([Nicolas@unops.org](mailto:Nicolas@unops.org))

#### Questions?

Please submit questions to Nicola Sandhu ([Nicolas@unops.org](mailto:Nicolas@unops.org)) and Sara Rijavec ([SaraR@unops.org](mailto:SaraR@unops.org)) before 4 January 2016 by 1300h Iraq local time. Any responses to questions will be circulated to all recipients of this CFP by 5 January 2017.

### 2. Eligibility criteria as per project agreement

#### **Limitations:**

- Only registered non-governmental organisations (NGOs) accredited with the Iraqi Directorate of Mine Action (DMA) and/or the Iraqi Kurdistan Mine Action Agency (IKMAA) will be eligible to implement activities associated with the project. Organisations not registered/accredited but partnering with registered/accredited organisations may apply. Organisations with accreditation must be able to demonstrate this in the submission of their proposal.
- The activities requested in this CFP are focused on Internally Displaced Persons (IDPs) boys and girls and returnees within newly retaken areas of Mosul, Iraq (or as part of the Mosul response) and are to combine Risk Education (RE) activities associated with the RE materials distribution.
- Organisations not registered/accredited but partnering with registered/accredited organisations may apply. Accreditation must be demonstrated in the submission of the proposal.

**Only organisations with experience in implementing humanitarian activities in the aforementioned area may apply Minimum requirements/qualifications:**

- **The duration of grant activities shall be a period of 2.5 months, with a starting date of 15 January 2017. The start date of this grant could be subject to change and potential grantees should consider this in their planning.**
- **Organisations must have an existing structure and available capacities to design materials and provide risk education sessions in a gender and diversity-sensitive manner.**
- **Teams must be self-sustaining and have the appropriate security clearances to deploy to the proposed IDP camps and non-camp sites within newly retaken areas of Mosul (or as part of the Mosul response) for the duration of the grant without direct support from UNMAS Iraq.**
- **Proposals must demonstrate the organisation(s)' ability to operate according to international mine action standards (IMAS). Teams will be subjected to regular Quality Assurance evaluations. Inability to meet IMAS can result in termination of the Agreement at any time during the implementation.**
- **Grantees must participate in (or at least be in contact with) the mine action sub-cluster group in Iraq.**
- **Organisations are required to demonstrate that they have the programmatic and administrative capacity to be able to meet reporting requirements.**

**Other critical considerations:**

- Sub-agreements between international and national partners are desirable. International partners are requested to work closely with national partners in the planning, implementation and evaluation of the projects to support local capacity development. Sub-agreements must be administered in line with clause 9 of the General Conditions for Grant Support Agreements (Annex D).
- Proposals must demonstrate their ability to reach beneficiary targets and to operate in camps and non-camp sites within Iraq using gender and diversity-sensitive approaches and techniques.
- Proposals must demonstrate capacity to implement and report on activities in a cultural-, age- and gender responsive manner. Sex and Age Disaggregated Data (SADD) is mandatory, in line with guiding principles of the United Nations Convention on the Rights of the Child.
- Innovative approaches to Community-based Risk Education, including the use of new technology and methodologies where appropriate and effective, will be considered particularly desirable.
- Risk education teams will be required to evaluate the knowledge of beneficiaries on improvised explosive devices (IEDs) and Explosive remnants of war (ERW) as well as other associated risks before and after risk education sessions. In addition to this, organisations are expected to develop appropriate material for IED and ERW-focused risk education activities. These outcomes are expected to form part of the final report.
- Organisations should list any other activities they are already conducting in the target area as part of their proposal.

<b>3. Description of scope of work</b>
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Extensive conflict in Iraq has had profound consequences on human security and access. In areas newly retaken from the occupation of the Islamic State in Iraq and the Levant (ISIL), the presence of a variety of remnant explosive threats continue to negatively affect access to IDPs who have fled their homes and is hindering civilians from safely seeking assistance. While the extent of the contamination remains largely unknown, the impact on civilians will be extensive if people return before areas are cleared. IEDs have been used extensively by ISIL in urban areas prior to their departure; secreted within schools, health centers,

public and residential buildings, as well as along the main routes and roads. ERW/IED incidents are reported on daily basis, including children who are blocked from attending schools due to the conflict and risks posed by the explosive threat. They are forced to stay within the camps and attend classes on sporadic cases.

The Government, UN and international partners are under significant pressure to drive forward humanitarian assistance to support IDPs. As the conflict intensifies and more areas are 'retaken', it is anticipated that civilian casualties will increase as people are forced to flee or voluntarily try to return to their homes. In his statement to the UN Security Council on 16 February 2016, the UN Special Representative to the Secretary General (SRSG) for Iraq declared that the safe return of IDPs are of enormous political importance; stating that IEDs used by ISIL must be removed before populations can return home. As such, the Humanitarian Response Plan for Iraq has prioritized risk education as part of its emergency response and within contingency planning for areas that have been recently retaken.

To respond to this complex situation, UNMAS Iraq is seeking implementing partners to provide life-saving risk education messaging (and design appropriate materials) for the targeted areas.

**Project objective:**

The aim of this project is to deliver life-saving IED and ERW risk education messaging to at-risk IDP boys and girls (including the design of materials to be distributed in a school pack for the beneficiary population). Selected grantee(s) will design risk education materials (printed on rain jacket/windbreakers, pencils, notebooks, and schoolbags) for boys and girls living both in camp and non-camp areas. The selected organisation(s) will implement distribution of the materials and provide basic lifesaving messages through risk education sessions on behalf of UNMAS Iraq and in close coordination with the regional/national mine action authority (IKMAA or DMA) and the mine action sub-cluster, under the Protection Cluster, through a grant provided by the United Nations Office for Project Services (UNOPS). The project outcome will be that: at-risk IDP boys and girls know how to behave in the presence of explosive hazards. A key aspect of this project is the design and distribution of appropriate materials for the beneficiary population that is sensitive to their gender and diversity needs including (but not limited to) age, gender, living situation (camp vs. non-camp) and literacy level.

**Specific activities to be funded**

- At least two (2) risk education teams capable of providing ERW/IED risk education through gender and diversity-sensitive community-based approaches to be deployed to engage in the below activities within their proposed target area. The specific location of the proposed activities (IDP camp(s) name and location(s)/ location of non-camp area(s)) within Mosul newly retaken areas should be clearly indicated within the proposal.
- Establish a working relationship with relevant local government authorities for the effective delivery of the planned activities.
- Conduct a needs assessment of the beneficiary population and design and procure, for instance schoolbags, rain jackets/windbreakers, stationary, and notebooks with visible IED/ERW risk education messaging that is suitable to their gender and diversity dimensions (e.g. age, gender, literacy level, home environment). (All materials must be approved by UNMAS Iraq and national/regional authority prior to distribution).
- Prepare and disseminate IED/ERW risk education messages through the viable and available mediums for beneficiary population (posters, radio, and expressive media) following approval from national and regional mine action authorities. The project can benefit from establishing linkages with radio stations already supporting IDP information needs.
- Provide basic lifesaving messages during the school pack distribution.
- Establish a mechanism to monitor these activities.
- Liaise with the Mine Action Sub-Cluster and participate in relevant working groups and use this as an additional platform to profile message and share information on critical protection issues and high risk vulnerable groups in newly retaken areas.

- Prepare weekly/monthly activity plans as required and in line with national mine action requirements, and ensure that all activities are reported to national/regional authority and an information management system for mine action (IMSMA). Mine action sub-cluster partners should ensure that these activities are also reported to the humanitarian response plan (HRP) database and to UNMAS sub-cluster lead.
- Report all potential threats or other key information that is provided by the beneficiary or other community members to UNMAS Iraq.
- Provide an update to the UNMAS Iraq programme twice a month. After RE sessions have started, include the number of beneficiaries (disaggregated by sex and age) as well as names and locations of activity sites together with 5 activity photos with captions/stories. Organisations must obtain and submit (along with photos) the written permission of parents or legal guardians for images of boys or girls under 18.
- A final narrative and financial report, along with a summary of milestone achievements will be required following the completion of the project. The reports will highlight any challenges that require the attention of UNMAS, the national/regional mine action authorities and the mine action sub-cluster. Progress made on the project should be documented with (high resolution) photographs and success stories.
- Make visible the UNMAS and potential other donor(s)' contribution during activities. Logos and other necessary information will be provided to grantees when required.

#### **4. Evaluation process**

**In line with UNOPS evaluation principles of fairness, transparency and integrity, an independent Grant Evaluation and Selection Committee will be responsible for the review of proposals and the Grantee selection. The review is based on the criteria outlined in the CFP and includes an assessment of the grant proposal's formal, technical and financial aspects.**

A two-stage procedure will be utilised in evaluating the grant proposals, with evaluation of the technical component being completed prior to any budget component being considered and compared to market research results from the relevant area where the activity will be conducted. The budget component will be evaluated only for those applicants whose technical component meets the requirements for the CFP.

**Grants will be evaluated according to the following criteria:**

- **Organisation meets the eligibility criteria outlined in section 2.**
- **Demonstrated ability of the Grantee to implement similar mine action activities within Iraq and experience of implementing partner operating within the proposed section(s) (indicated by number of months/years).**
- **Accreditation of implementing partner(s) conducting the activities is explicitly stated.**
- **The number of beneficiaries that will be reached both directly and indirectly by the project with Sex and Age Disaggregated Data (SADD).**
- **Gender and diversity-sensitivity of project (planning, implementation, and monitoring and evaluation stages) (can be included as an Annex).**
- **Objectives and activities of the grant proposal are clear, achievable and in line with the scope of work.**
- **Specific location(s) of the activities are clearly identified (attach a list of all locations on your proposal)**
- **Demonstrated experience of the Grantee in delivering gender and diversity-sensitive approaches in Iraq.**
- **Organisation's proposed approach to risk education includes innovative methodologies and/or use of available technologies to improve outreach.**

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- **Monitoring and evaluation of the project** measures behaviour-change through a Knowledge, Attitudes, and Practices (KAP) survey or similar method.
- **The timeframe incorporates realistic activities which will ensure the sustainability of the grant project's impacts, activities or both.**
- **Results are relevant to the objectives and the anticipated impact on achieving expected behavioural changes is outlined.**
- **The proposal meets the minimum technical requirements in the CFP with regard to location, internal monitoring and management, logistical and administrative support, standards and reporting systems.**
- **Grant budget is realistic and well structured. A detailed budget (with budget breakdown for expenses totaling above 5,000 USD) is required in an excel format. A template for this budget is provided in this CFP (Annex B).**

A grant will be awarded to the grantee with the most attractive combination of technical and financial proposals. UNOPS reserves the right not to award any grants for any reason.

#### **5. UNOPS Grant Support Agreement**

**The UNOPS Standard Grant Support Agreement (GSA) containing UNOPS General Conditions for Grant Support Agreements (*Annex D of the UNOPS Grant Support Agreement template*) is attached. The GSA constitutes an integral part of this CFP as it is mandatory to accept this agreement with its conditions before submitting a proposal.**

## Call for Proposals (CFP) Annex A: Grant Application template

### Component 1: Organisational Background and Capacity to implement the grant activities (max 1 page)

This section should clearly demonstrate that the proposing organisation has the experience, capacity, and commitment to implement successfully the proposed grant activities. Suggested issues to be covered in this section include:

1. Nature of the proposing organisation – Is it a community-based organisation, national or sub-national
2. NGO, research or training institution, municipal government branch?
3. Purpose and core activities of the organisation
4. Organisational approach (philosophy), *i.e.* how does the organisation deliver its projects?
5. Length of existence and relevant experience
6. Organisational structure, governance and administrative framework: number of paid staff members
7. Membership and affiliation to associations or umbrella groupings
8. Legal status - registration and accreditation of IP or Grantee with government approved authority
9. Specific location(s) of activities
10. Target population group (women, men, girls and boys, number of youth, diverse groups, etc.)
11. Previous experience relevant to the proposed grant activities.

### Component 2: Objectives and Expected Results (max 1 page)

This section should contain a clear and specific statement of what the proposal will accomplish. Suggested issues to address include:

- The **problem statement** or challenge the grant activities are intended to address.
- The primary and specific **objective(s)**.
- The **rationale** for the project. The rationale should indicate the importance of the proposed grant activities in terms of contributing to the overall and/or specific objective/s.
- The specific **results** that the grant activities will produce. The expected results are the measurable changes which will have occurred by the end as a result of the planned intervention (in view of Objectively Verifiable Indicators).

### Component 3: Description of Grant Project Activities (max 2.5 pages)

This section should describe what will actually be done to produce the expected results and accomplish the proposed objectives. There should be a clear and direct linkage between the activities and the outcomes. The proponent must ensure that the activities are a means to getting the intended outcomes. *Note that weakness in this area may be a major reason for failure to receive funding as this is the actual component to be implemented as grant project.*

Activity descriptions should be as specific as necessary, identifying **what** will be done, **who** will do it, **when** it will be done (beginning, duration, completion), and **where** it will be done. In describing the activities, an indication should be made regarding the organisations and individuals involved in or benefiting from the activity.

*[See next page for template]*

Project Name:														
Name of Grant Recipient:														
Brief description of General Objective of Grant:														
												Project Start and End Dates:		
Brief Description of Specific Objective No 1:														
List the activities necessary to fulfil this objective. Indicate who is responsible for each activity and an indicator of activity accomplishment.										Duration of Activity in Months				
Activity	Responsible Party	Indicator	1	2	3	4	5	6	7	8	9	10	11	12
1.1														
1.2														
1.3														
1.4														
Brief Description of Specific Objective No 2:														
List the activities necessary to fulfil this objective. Indicate who is responsible for each activity and an indicator of activity accomplishment.										Duration of Activity in Months				
Activity	Responsible Party	Indicator	1	2	3	4	5	6	7	8	9	10	11	12
2.1														
2.2														
2.3														
2.4														
Indicate Person responsible for Monitoring and milestone reports:										Monitoring Frequency / Reporting				
Monitoring and Record keeping														
Milestone Reporting														

**Component 4: Monitoring Plan and Indicators** (max 1 page)

This section should contain an explanation of the plan for monitoring and evaluating the grant project, both during its implementation (formative) and at completion (summative). Suggested key issues to be addressed are:

- How the performance of the grant activities will be tracked in terms of achievement of the steps and milestones set forth in the Implementation Plan
- How the impact of the project will be assessed in terms of achieving the project's objective/s
- How any mid-course correction and adjustment of the design and plans will be facilitated on the basis of feedback received
- How the participation of community members in the monitoring and evaluation processes will be achieved.

Propose specific and measurable indicators relating to project performance and impact which can form the basis for monitoring and evaluation. These indicators will be refined, and will form an important part of the grant agreement between the proposing organisation and UNOPS.

#### Component 5: Grant Budget Breakdown

The development and management of a realistic budget is an important part of developing and implementing successful grant activities. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact. The following important principles should be kept in mind in preparing a project budget:

- The budget should be realistic. Find out what planned activities will actually cost, and do not assume that you will be able to make do for less.
- The budget should include all costs associated with managing and administering the grant project. In particular, include the cost of monitoring and evaluation.
- Reasonable indirect costs related to administration of the grant are permitted, up to a maximum of 10%.
- Grant funds should be overall spent according to the agreed budget.
- All relevant, financial records should be made available upon request. These may be independently audited, and usually will become public information.
- The budget line items are general categories intended to assist in thinking through where money will be spent. If a planned expenditure does not appear to fit in any of the standard line item categories, list the item under other costs, and state what the money is to be used for.
- It is highly recommended to use excel for your budget submission
- The figures contained in the Budget Sheet should agree with those on the proposal header and text.
- See template attached (Annex B) for the budget submission

#### Component 6: Risks to Successful Implementation (1 page)

Identify and list any major risk factors that could result in the grant activities not producing the expected results. These should include both internal factors (for example, the technology involved fails to work as projected) and external factors (for example, significant currency fluctuations resulting into changes in the economics of the grant project). Include in this section also the key **assumptions** on which the grant activity plan is based on. In this case, the assumptions are mostly related to external factors (for example, government environmental policy remaining stable) which are anticipated in planning, and on which the feasibility of the grant activities depend.

## **Call for Proposals (CFP) Annex B**

### **Budget Template**

**A detailed budget (with budget breakdown for expenses totalling above 5,000 USD) is required in an excel format. A template for this budget is provided as an excel supplement in this CFP (Annex B).**

## Call for Proposals (CFP) Annex C

### Reporting Requirements

C.1 Brief update must be submitted to the UNMAS Iraq Programme in English twice per month.

Following items to be covered:

- Number of direct and indirect beneficiaries in Sex and Age Disaggregated Data (SADD) format in each location with a GPS coordinate
- A combination of at least **five activity photos with captions/stories/case studies**. Organisations must obtain and submit (along with photos) the written permission of legal parents and guardians for images of boys or girls (under 18).

C.2 Narrative Report / final milestone summary reporting must be in English and in line with the approved proposal:

As a minimum requirement, the report must include the following information:

- Achievement versus planned output (quantitative and qualitative)
- Sex and Age Disaggregated Data (SADD).
- Number of direct beneficiaries and indirect (those reached through public media campaigns)
- Achievements as per specific location of activities (IDP camp, sub-district, town/village)
- Behavioural change of beneficiaries (measured using KAP survey or otherwise)
- Description of how gender and diversity were mainstreamed into project (achievement versus process described in proposal)

C.3 Final financial report (on the use of grant funds) will be in line with the approved budget and reported in the agreed format

## Call for Proposals (CFP) Annex D

### Grant Support Agreement Template

IN SUPPORT OF

[Insert short grant activity or project title ]

GRANTEE NAME:

GRANT NUMBER: .../.../...../..../...

This Grant Support Agreement (hereinafter referred to as “Agreement”) made is between the United Nations Office for Project Services (hereinafter referred to as “UNOPS”) and [insert Grantee’s name and address] (hereinafter referred to as “Grantee”).

**WHEREAS** UNOPS desires to provide grant support to the Grantee in the context of the implementation of [insert short grant activity or primary project/programme description] (hereinafter referred to as the “Activity”), as more specifically described in Annex A, on the terms and conditions hereinafter set forth, and

**WHEREAS** the Grantee is ready and willing to accept such funds from UNOPS for the above-mentioned activities on the terms and conditions as herein set forth.

**NOW, THEREFORE**, the Grantee and UNOPS agree as follows:

**1. Agreement Documents**

1.1. The following documents attached hereto shall be deemed to form an integral part of this Agreement in the following order of precedence:

- i. This agreement
- ii. Annex A: Terms of Reference
- iii. Annex B: Grant Budget
- iv. Annex C: Reporting
- v. Annex D: UNOPS General Conditions for Grant Support Agreements

1.2. This Agreement and the Annexes attached hereto shall form the entire Agreement between the Grantee and UNOPS, superseding the contents of any other negotiations

and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

## **2. Purpose of the Agreement**

2.1. The purpose of this Agreement is to provide support for the Activity being [insert short grant activity description] in [insert country] as described in Annex A (the Terms of Reference). None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex A.

2.2. Grant support is being provided to the Grantee on the condition that the action is implemented, and the funds are administered by the Grantee, in accordance with this Agreement.

## **3. Duration of this Agreement**

3.1. This Agreement is effective and funds are granted by UNOPS as of [insert start date] or the date of the last signature below, whichever is the later.

3.2. Funds granted hereunder are available for program expenditures for the estimated period from the effective date specified in clause 3.1 above to [insert end date].

## **4. Role of the Grantee**

### **4.1 The Grantee shall:**

- a. Have full responsibility for ensuring that the Activity is implemented in accordance with the Agreement
- b. Be responsible, in the event of financial review, audit or evaluation for providing the necessary accounting documents
- c. Be responsible for providing all documents and information to UNOPS which may be required under the relevant payment requests
- d. Make the arrangements for providing the financial status documentation and financial guarantee, when requested
- e. Ensure professional management of the Activity, including performance monitoring and reporting activities.

## **5. Grant Amount and Payments**

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

5.2. Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone reports along with

payment requests, subject to the Grantee's continued performance of its obligations under this Agreement:<sup>1</sup>

*[Note: Delete or insert milestones as required, but be sure to include the complete payment schedule with all milestones/payments that cover the entire term of the Grant Support Agreement.]*

**Milestone 1:** [insert US dollar amount in figures and words], upon signature of this Agreement by both parties.

**Milestone 2:** [insert US dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the first milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

**Milestone 3:** [insert US dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the second milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

**Milestone 4:** [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the third milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

**Milestone...:** [insert us dollar amount in figures and words], upon certification by UNOPS of receipt and acceptance of the final milestone summary report and final financial report on the use of Grant funds by [insert date in month-year format].

- 5.3. Choose one of the following two clause options. Option A deals with the situation where the Grantee has a bank account. Option B deals with the situation where the Grantee has no bank account. *Please delete the clause which is not relevant.*

**Option A:**

All payments to the Grantee shall be in US dollars, and shall be deposited into the Grantee's bank account in accordance with the ATLAS vendor profile form completed and submitted by the Grantee to UNOPS.

or

**Option B:**

All amounts in this Article IV are expressed in US dollars but shall be paid to the Grantee in local currency, calculated by reference to the UN rate of exchange as at the month and year of the payment. Payment amounts shall be paid in accordance with the payment schedule set out in article 5.2 by cheque to the representative of the Grantee authorized in writing by the Grantee to accept such payment on its behalf.

5.3.1 The amount of payment of such Grant funds is not subject to any adjustment or revision

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<sup>1</sup>Any advance payment made under the Agreement totalling more than USD30,000 of the total Grant Amount be conditional on the provision of a justification and subsequent approval by UNOPS. Moreover, following the receipt of such exceptional justification, UNOPS may, at its own discretion, further request the Grantee to submit documentation regarding its financial status together with reasonable cash flow estimates. Any advance payment exceeding USD250,000 shall be conditional on a financial guarantee of an amount equivalent to the advance payment.

because of price or currency fluctuations or the actual costs incurred by the **Grantee** in the performance of the activities under this Agreement.

## **6. Reporting and Evaluation**

6.1. The Grantee shall submit the following milestone reports during the life of this Agreement in the formats provided in Annex C, and in line with above Payment Schedule, (as per clause 5.2):

- (a) To UNOPS, financial reports on the use of Grant funds [insert frequency, e.g. six months]; and
- (b) To [insert as applicable: UNOPS or funding source/client], milestone narrative reports every [insert frequency].

6.2. Within 90 (ninety) calendar days of the end date specified in clause 3.2 above, the Grantee shall submit the following reports in the formats provided in Annex C:

- (c) To UNOPS, a final financial report on the use of Grant funds<sup>2</sup>; and
- (d) To [insert as applicable: UNOPS or funding source/client], the final narrative milestone summary report.

6.3. Failure to submit the reports specified in clause 5.2 without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 15 of the General Conditions.

The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance of the reports referred to in clause 5.2 and the return of any unspent funds in accordance with this Agreement.

## **7. Special Conditions**

7.1. Paragraph 11 of the General Conditions (Annex D) is replaced in its entirety by the following:

### ***Types of Assets***

11.1 This Agreement may include the use by the Recipient of the following four categories of assets:

- (a) **Category 1:** An asset purchased not using funds in this Agreement. For greater clarity, this includes any separately identifiable assets leased to UNOPS for the furtherance of the activities described in this Agreement.
- (b) **Category 2 (Non-expendable):** An asset provided by UNOPS or, purchased using funds in this Agreement, which has a value of at least US \$1,000 at the time of purchase.

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<sup>2</sup> For total grants above US\$ 50,000 a certified final financial report is required.

(c) **Category 3 (Non-expendable):** An asset provided by UNOPS or purchased using funds in this Agreement, which has a value under US \$1,000 at the time of purchase but is considered an attractive or special item.<sup>3</sup>

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

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

### *Use of Assets*

11.3 Assets falling into Categories 1, 2, 3 or 4 shall be used exclusively by the Recipient for the purposes of this Agreement. Breach of this clause shall constitute immediate grounds for the termination of this Agreement.

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

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<sup>3</sup> This includes items such as detectors, projectors, satellite phones, computers, cameras, televisions, fax machines, and tape recorders. It also includes items that could pose a security risk if not properly stored or tracked. If the Recipient is unsure whether an asset is considered "attractive" or "special", the Recipient shall seek advice from UNOPS.

- (a) The right-of-use of these assets is revocable by UNOPS at any time. UNOPS may revoke the right-of-use with immediate effect and demand prompt return of any or all asset(s) in a fit condition subject only to normal wear and tear. Any revocability of assets shall trigger an immediate discussion between the parties.
- (b) The Recipient shall take out appropriate insurance coverage for the assets (including third-party liability), and UNOPS may at any time request proof of such insurance.
- (c) The Recipient shall be solely responsible for the asset(s), their conditions and their use, including compliance with regulations or laws for use in the locations indicated above and any third party claims related to such use.
- (d) The Recipient shall properly operate and maintain the asset(s) and bear all costs associated therewith. The Recipient shall be wholly responsible for the provision of a scheduled maintenance program and shall assume the costs of all spare parts, servicing and maintenance and repairs where necessary. The Recipient shall maintain proof of maintenance, including service records.
- (e) The Recipient shall provide appropriate personnel to operate the asset(s). Any such personnel shall be duly qualified for operating the asset(s) and be licensed if so required in the territory of operation. The Recipient shall also provide appropriate death and disability insurance for any personnel responsible for operating any of the asset(s). UNOPS undertake no responsibilities whatsoever in respect of life, health, accident, travel or any other insurance coverage of any person operating the asset(s).

### ***Category 2 and 3 Assets: Inventory Management***

11.5 Where the Recipient purchases Category 2 and 3 assets, the following information and supporting documents are required for each purchase:

- Invoice showing the following: cost of asset, freight, insurance, installation, custom clearance, and any other related cost; date of purchase
- Receipt and inspection report
- Import documentation, if applicable
- Registration, if applicable

11.6 The Recipient shall provide UNOPS with a report of all Category 2 and 3 assets.

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

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

### ***Disposal or Return of Category 2, 3 and 4 Assets***

11.9 Unless otherwise advised by UNOPS, Category 4 assets shall automatically become the property of the Recipient at the end of the Agreement. The Recipient accepts such assets on an “as is” basis.

11.10 Within thirty days after the end of the Agreement, the Recipient shall provide UNOPS with a consolidated inventory report. The Recipient may include a request for the future use of any asset in the Report, including donation to the Recipient. Within the next thirty days, UNOPS shall (a) concur with Recipient’s request, if applicable; (b) instruct the Recipient to dispose of the asset in a different manner, as specified by UNOPS; or (c) instruct the Recipient to return the assets to UNOPS’ custody. Prior to any assets being returned to UNOPS, the asset(s) shall be jointly inspected by UNOPS to ensure that they are operational and have been maintained to the satisfaction of UNOPS. The Recipient is required to service and clean any assets prior to its return to UNOPS.

11.11 Notwithstanding paragraph 11.10 above, the Recipient shall in any case return Category 2 and 3 assets within 90 days of the end of the Agreement.

#### ***Loss, Damage and Theft of Category 2, 3 and 4 Assets***

11.12 Within 30 days of the damage, theft or other loss of a Category 2 or 3 asset, the Recipient shall provide UNOPS with a comprehensive report regarding the circumstances. The following documents shall be included in the Recipient’s report, which shall be signed by the Recipient’s Director:

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

11.13 Where the Recipient is unable to provide the documents above due to circumstances beyond its control, it shall inform UNOPS accordingly and propose alternate documentation or information.

11.14 After becoming aware of damage, theft or other loss of the asset, the Recipient shall use its best efforts to seek recovery under the applicable insurance.

**CFP:** Community-Based Explosive Hazards Risk Education for at-risk IDP boys and girls as part of the Mosul Response, Iraq  
**Standard CFP**

11.15 Should negligence be established as the cause of the loss or damage to an asset, the greater of the replacement or depreciated value of the asset (plus freight and insurance, as necessary) shall be deducted from Recipient’s final payment or otherwise recovered.

**8. Correspondence**

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

<p>For UNOPS:</p>  <p>[insert name, address, e-mail, phone]</p>	<p>For the Grantee:</p>  <p>[insert name, address, e-mail, phone]</p>
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8.2.Any notice given by UNOPS or the Grantee shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses specified in article 8.1 above.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNOPS and of the Grantee, have on behalf of UNOPS and the Grantee, respectively, signed the present Agreement on the dates indicated below their respective signatures.

<p><b>FOR UNOPS:</b></p>   <hr/> <p>[insert name]          [title], [office]</p> <p>Date (mandatory):</p>	<p><b>FOR THE GRANTEE:</b></p>   <hr/> <p>[insert name]          [title]</p> <p>Date (mandatory):</p>
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## **ANNEX A**

### **TERMS OF REFERENCE:**

Description and scope of grant activity/project

## **ANNEX B**

### **GRANT BUDGET**

## **ANNEX C**

### **REPORTING**

D.1 Milestone report / final milestone summary report (narrative)

D2. Financial report (on the use of grant funds)

D.3 Final financial report (on the use of grant funds)

## **ANNEX D**

### **GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS**

#### **Liability and General Obligations of Grantee**

1.

The Grantee shall be responsible for complying with any legal obligations incumbent on them.

2.

The Grantee shall carry out all activities for which it is responsible under this Agreement with due diligence and efficiency.

3.

UNOPS shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activity's execution.

4.

The Grantees shall make good any damage sustained by UNOPS as a result of the execution or faulty execution of the Activity.

5.

Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that UNOPS shall not interfere in the exercise of such control. However, both the quality of the Grantee's work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNOPS. If at any time UNOPS is not satisfied with the quality of work or the progress being made toward achieving such goals, UNOPS may in its discretion (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Grantee; and/or (iii) seek any other remedy as may be necessary. UNOPS' determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Grantee insofar as further payments by UNOPS are concerned.

6.

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

7.

The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement from UNOPS except as expressly provided in this Agreement.

2.

#### **Intellectual Property Rights**

2.1.

All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of this Activity, shall become the sole property of the Funding Source, unless otherwise stipulated in the Project Agreement.

2.2.

The Grantee shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee's performance.

3.

**Confidentiality**

3.1.

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

4.

**Allowable Costs**

4.1.

The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by UNOPS to be reasonable, allocable, and allowable in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and allowable costs apply:

(a)

Reasonable: shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(b)

Allocable costs: shall mean those costs which are incurred specifically in connection to the Agreement, and are provided in the estimated budget at Annex B.

(c)

Allowable costs: shall mean those costs which conform to any limitations in the Agreement.

4.2.

The reasonable, allocable and/or allowable costs must be incurred during the period of the Agreement, specified in Article 3 of the Agreement, and recorded in the Grantee's accounts in accordance with accepted accounting procedures.

4.3.

Prior to incurring a questionable or unique cost, the Grantee shall obtain UNOPS's written determination on whether the cost will be allowable.

4.4.

It is UNOPS policy that no funds shall be paid as profit or fee to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to contractual relationships entered into by the Grantee under this Agreement.

## 5.

### Accounting, Audit and Records

#### 5.1.

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

#### 5.2.

Prior Grantee shall maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles [or applicable national legislation] to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation will as a minimum be adequate to verify all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Grantee's records and sub-Grantee records which pertain to this Agreement shall be retained for a period of seven years from the date of submission of the final financial report and may be audited by UNOPS and/or its representatives.

#### 5.3.

The Grantee shall furnish, compile and make available at all times to UNOPS any records or information, oral or written, which UNOPS may reasonably request in respect of the funds received by the Grantee.

#### 5.4.

UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds.

#### 5.5.

The  
Grantee  
shall  
allow  
UNOPS  
staff  
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personnel  
(including  
third party  
entities  
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a n d  
i n f o r  
m a t i  
o n  
r e q u  
i r e d  
i n  
o r d e r  
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c o n d  
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5.6.

This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate article 5.2 of this provision.

6.

**Bank accounts, Payment Advances and Refunds**

6.1.

The Grantee shall maintain advances of UNOPS funds in dedicated and separate accounts to the Grantee's ordinary funds. Such accounts must be interest bearing, unless:

(a)

The Grantee receives less than \$100,000 in UNOPS awards per year;

(b)

The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on UNOPS cash balances; or  
(c)

The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

6.2.

Interest earned on advances will be remitted to UNOPS. However, the Grantee may retain up to \$250 of interest earnings per account per year, for administrative expenses.

6.3.

At the time the Agreement expires or is terminated, the following types of funds shall immediately revert to UNOPS:

(a)

Any balance of funds that has not been disbursed to the Grantee; or

(b)

UNOPS has advanced funds to the Grantee, but the Grantee has not expended them.

6.4.

Notwithstanding 6.3 above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to UNOPS.

6.5.

UNOPS reserves the right to require refund by the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Agreement. In the event that a final audit has not been performed prior to the closeout of this Agreement, UNOPS retains the right to a refund until all claims which may result from the final audit have been resolved between UNOPS and the Grantee.

6.6.

The Grantee acknowledges that UNOPS and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to UNOPS or if this Agreement is rescinded, the Grantee acknowledges that UNOPS will have no further obligation to the Grantee as a result of such return or rescission.

7.

#### **Revision of Agreement Budget**

7.1.

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

7.2.

The Grantee is required to report, in writing, deviations from budget and programme plans, and request prior approvals from UNOPS for any of the following reasons:

(a)

To change the scope or the objectives of the programme and/or revise the funding allocated among project objectives.

(b)

To change a key person where specified in the Agreement, or allow a 25% reduction in time devoted to the project.

(c)

Additional funding is needed.

(d)

Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(e)

The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.

7.3.

The Grantee is further restricted from transferring funds among cost categories. The Grantee is required to get the prior approval of UNOPS before making budget shifts which expect to exceed 50 % of the total Grant budget.

7.4.

UNOPS is under no obligation to reimburse the Grantee for costs incurred in excess of the total grant amount specified in this Agreement. An increase to the total grant amount shall require an amendment to the Agreement in writing.

7.5.

The total grant amount under this Agreement is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

**8.**

## **Procurement of Goods and Services**

8.1.

Where implementation of the Activity requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

8.2.

The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate

unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.

8.3.

Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

8.4.

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

9.

#### **Sub-Grant Agreements**

9.1.

Sub-grant agreements shall be made only with responsible Grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

9.2.

All sub-grant agreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement. Whenever a provision within this Agreement is required to be inserted in a sub-agreement, the Grantee shall insert a statement in the sub-agreement that in all instances where UNOPS is mentioned, the Grantee's name will be substituted.

9.3.

Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the sub-grantees.

10.

#### **Third Party Claims**

The Grantee shall be solely liable for claims by third parties arising from the Grantee's acts or omissions in the course of performing this Agreement and under no circumstances shall UNOPS be held liable for such claims by third parties. The Grantee shall indemnify, defend, save and hold UNOPS harmless in respect of such claims. This indemnity shall survive the termination or expiration of the Agreement.

11.

#### **Non-expendable equipment**

**11.1.**

Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.

**11.2.**

The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with project funds supplied by UNOPS. The Grantee will submit an inventory of such equipment to UNOPS attached to each milestone report, indicating description, and serial no., date of purchase, original cost, present condition and location of each item. Equipment purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex B throughout the duration of this Agreement.

**11.3.**

Within 90 calendar days after the end of the Agreement, the Grantee will provide a list, for UNOPS' review and approval, of each item that has an acquisition value of USD 500 or more, with a corresponding detailed proposal relating to the future status of that item, namely whether it is intended for sale, transfer or donation. Where the Grantee sells the property, or item, it will transfer the proceeds of the sale to UNOPS within 30 calendar days.

**12.****Anti-corruption****12.1.**

The Grantee warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the UN system.

**12.2.**

The Parties declare their commitment to counteract corrupt practices in the execution of this Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as a corrupt practice.

**13.****Anti-terrorism****13.1.**

The Grantee agrees to undertake all reasonable efforts to ensure that none of the UNOPS funds received pursuant to this Agreement are used to provide support to individuals or entities associated with terrorism and that the Grantee or any sub-grantees of any amounts provided by UNOPS hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

**14.**

## Suspension

### 14.1.

Whenever UNOPS considers that the Grantee is not performing to a satisfactory standard, UNOPS may suspend, in whole or in part, the Activity under the Agreement in order to renegotiate and/or propose necessary amendments to the Agreement to redress the situation. When UNOPS suspends the Activity, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Activity.

### 14.2.

The suspension will take effect on the date the Grantee receives the notification.

### 14.3.

Upon receipt of a suspension notice, the Grantee shall not incur any costs relating to the Activity, or part of the Activity, which has been suspended.

### 14.4.

The Activity, in whole or in part, which has been suspended, can be resumed once UNOPS and the Grantee have agreed on the terms of the continuation (including any extension of duration of the Activity). Any such agreement shall be in the form of a written amendment to the Agreement, pursuant to Article 16 of the General Conditions.

### 14.5.

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

**15.**

**Termination**

15.1.

UNOPS may terminate this Agreement at any time, in whole or in part, upon 14 calendar days' written notice to the Grantee, whenever it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, or where sufficient funds have not been made available to UNOPS by its funding sources.

15.2.

This Agreement may be terminated at any time, in whole or in part, by UNOPS with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of a partial termination, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from UNOPS to the Grantee.

15.3.

UNOPS may terminate this Agreement or portion of this Agreement with immediate effect upon written notice to the Grantee if it determines that corrupt, fraudulent or misrepresentative practices were engaged in by representatives of the Grantee during award or during the execution of this Agreement without the Grantee having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.

15.4.

Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Grantee shall not incur costs after the effective date of termination.

15.5.

The Grantee shall within 30 calendar days after the effective date of such termination repay to UNOPS all unexpended UNOPS funds which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by UNOPS to the Grantee prior to the effective date of the termination of this Agreement be insufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to UNOPS within 90 calendar days after the effective date of such termination a written request for payment covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Grantee under such claim in accordance with this Agreement. This provision must be included in all sub-agreements.

15.6.

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

**16.**

**Amendment**

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

**17.**

### **Dispute Resolution**

Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

### **18. Privileges and Immunities**

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