

**STANDARD FORM OF AGREEMENT FOR
CONSULTANCY SERVICES PROVIDED BY UNITED
NATIONS AGENCIES TO RECIPIENTS OF CDB
FINANCING**



Caribbean Development Bank

[Date]

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AGREEMENT FOR
THE PROVISION OF TECHNICAL ASSISTANCE
BY UNITED NATIONS AGENCIES TO RECIPIENTS OF BANK FINANCING

Project Name:

Loan/Grant No:

Financing Agreement¹ No:

between

THE GOVERNMENT OF [insert the country name]

and

the UNITED NATIONS [*organisation's name in long form*]

THIS AGREEMENT (together with the Annexes hereto, this "Agreement") is entered into between, the **GOVERNMENT OF [NAME OF COUNTRY] BY AND THROUGH ITS [MINISTRY OF ____]** (the "Government") and **[LONG FORM NAME OF UN ORGANISATION]**, an international inter-governmental organisation established by [UN Agency to add details] [as a subsidiary organ] of the United Nations, and having its headquarters

¹ [Note to User: 'Financing Agreement' is a legal agreement between the Bank and the Government].

at [address] (“[insert short form of UN organisation]” or the “UN Agency”, together with the Government, the “Parties” and each a “Party”).

WHEREAS,

A. The UN Agency, a [subsidiary organ] of the United Nations having a primary responsibility of [insert description of programming mandate], supports the Government in [general areas of cooperation with Government].

B. [The Government and the UN Agency have concluded a [enter basic agreement concluded with Government for programming activities] dated ____ (the “Basic Agreement”).]

C. The Government, working with its development partners, including the UN Agency and the Caribbean Development Bank (the “Bank”), has designed and is implementing [insert Project name] (the “Project”).

D. As part of the Project's implementation, the Government has asked the UN Agency to provide the technical assistance set out in Annex I to this Agreement (the “Technical Assistance”) and the UN Agency has agreed to provide the Technical Assistance including, as applicable, the procurement of supplies required for carrying out the Technical Assistance in accordance with this Agreement.

E. The Government has received or will receive funding from the Bank (the “Financing”) towards the cost of the Project, pursuant to a legal agreement between the Government and the Bank (the “Financing Agreement”), and the Government intends to apply a portion of the proceeds of the Financing to eligible payments under this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to a total amount of US\$ [insert amount in words] ([insert amount in figures]) (the “Total Funding Ceiling”), to eligible payments under this Agreement. The Total Funding Ceiling is the cost of the Technical Assistance and associated supplies, calculated on the basis of the inputs expected to be needed in order to achieve the projected results within the timeline agreed by the Parties, as set out in Annex I. A detailed calculation of the Total Funding Ceiling is provided in Annex II.

2. This Agreement is signed and executed in the English language, and all communications, notices modifications and amendments related to this Agreement shall be made in writing and in the same language.

3. This Agreement will become effective on the date when the last of the Parties signs and will remain effective until [insert closing date] (the “Completion Date”), unless otherwise agreed by the Parties in writing. The Technical Assistance services will be operationally completed by the Completion Date and the financial closure completed not later than [] thereafter.

4. The Government designates [insert the name, title and Ministry] as the Government's Coordinator and the UN Agency designates [insert the name and title] as their authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as follows:

- (a) The Government: []
- (b) The UN Agency: []

For the purposes of any notifications to be given to the Bank pursuant to this Agreement, the contact information for the authorized representative of the Bank is as follows:

- (c) The Bank:
Head, Office of Integrity, Compliance and Accountability
Caribbean Development Bank
Willey
St. Michael BB11000
Barbados, W.I.

5. This Agreement shall be governed by international law and interpreted in a manner that ensures it is consistent with the provisions of [the Basic Agreement and] the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations (the "General Convention").

6. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including the UN Agency, under the General Convention, [the Basic Agreement,] or otherwise.

7. The UN Agency confirms that to the best of its knowledge no official of the UN Agency has received or is to receive any benefit arising from this Agreement. The Government confirms that to the best of its knowledge no official of the UN Agency has been offered or will be offered by the Government any benefit arising from this Agreement. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.

8. The following documents form an integral part of this Agreement:
- (a) The General Conditions of Agreement
 - (b) Annexes:
 - Annex I: Description of the Technical Assistance and Work Plan
 - Annex II: Total Funding Ceiling and Payment Schedule
 - Annex III: Reporting Requirements and Template
 - Annex IV: Counterpart Staff, Service, Facilities and Property to be provided by Government
 - Annex V: Indirect Programme Support Costs
 - Annex VI: Payment Request Template

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

For and on behalf of [Name of Government]

[Authorised Representative of the Government – name, title and signature]

Date: _____

For and on behalf of the [name of UN Agency]

[Authorised Representative of the UN Agency – name, title and signature]

Date _____

GENERAL CONDITIONS OF AGREEMENT

Definitions

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:

- (a) "Bank" means the Caribbean Development Bank;
- (b) "Basic Agreement" means the basic agreement concluded between the Government and the UN Agency dated [X];
- (c) "Consultant" means an individual other than a Staff who has signed an individual service or consultant agreement with the UN Agency, [it being understood that Consultants have the status of "experts on mission" under the General Convention];
- (d) "Contractor" means a legal entity which or an individual who has concluded a commercial or corporate contract with the UN Agency to provide services for the Project;
- (e) "Day" means business day, unless other stated;
- (f) "Financing" means funding from the Bank towards the cost of the Project;
- (g) "Financing Agreement" means the legal agreement between the Government and the Bank for funding from the Bank towards the cost of the Project;
- (h) "Indirect Programme Support Costs" means the indirect costs of the UN Agency as a function of and in support of the Technical Assistance, which are not separately identifiable and cannot be traced unequivocally to the Technical Assistance, calculated at a rate as mandated by the Executive Board of the UN Agency and as set forth in Annex V;
- (i) "Project" means the [project name] designed and to be implemented by the Government;
- (j) "Staff" means, an individual who holds a letter of appointment with the UN Agency or is on loan to the UN Agency by another UN organization or specialised agency under the terms of the Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations applying the United Nations Common System of Salaries and Allowances;

- (k) "Technical Assistance" means the advisory services and related activities to be carried out by the UN Agency pursuant to this Agreement and as described in Annex I.

Scope of Technical Assistance and General Obligations of the Parties

2. A detailed description of the Technical Assistance is set forth in Annex I.
3. The UN Agency will provide the Technical Assistance in accordance with the timetable and such level of input by the team of Staff, Consultants, and Contractors that is required to carry out the Technical Assistance (the "Work Plan") as set forth in Annex I.
4. The Government will be responsible for timely and complete payment to the UN Agency of all amounts due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set forth in Annex II.
5. The Parties acknowledge the Government's commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties and set forth in Annex IV.
6. The Parties acknowledge that the Technical Assistance and/or the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement.

Standards of Performance; Responsibility; Conflicts of Interest; Staff, Consultants, and Contractors

1.
 7. In accordance with its standard practices, the UN Agency will carry out its obligations under this Agreement with due diligence, efficiency and economy, and in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
 8. The UN Agency will be fully responsible for the performance of the Technical Assistance.
 9. The UN Agency shall perform the Technical Assistance in accordance with this Agreement and shall take all practicable steps to ensure that all of its Staff, Consultants and Contractors, comply with the relevant terms hereof.
 10. The UN Agency will deploy such qualified Staff, Consultants and Contractors as are, in the UN Agency's judgment, required to provide the Technical Assistance.
- 2.

11. The hiring and contracting of any Staff, Consultant or Contractor by the UN Agency in connection with this Agreement will be done according to the UN Agency's established regulations, rules, policies and procedures.

3.

12. The UN Agency shall require any third party entity to which it intends to issue a purchase order or a contract financed with the proceeds of this Agreement to disclose to the UN Agency whether it is subject to any sanction imposed by the Bank. The UN Agency shall give due regard to such sanctions, as disclosed to it when issuing contracts during the Project implementation.

4.

13. If the UN Agency intends to issue a contract in connection with the Project with a party that is under sanction by the Bank, the following procedure will apply: (i) the UN Agency will so inform the Government and the Bank, before signing such contract; (ii) the Government and the Bank may request direct consultations at a senior level, if required, between the Government, the Bank and the UN Agency to discuss the UN Agency's decision; and (iii) if after such consultation, the UN Agency elects to proceed with the issuance of the contract, the Bank may thereafter inform the UN Agency by notice, that the proceeds of the Financing may not be used to fund such contract.

14. The UN Agency confirms that its contracts with Staff, Consultants and Contractors include the following principles:

- (a) Prohibition of Conflicting Activities. The Staff, Consultant or Contractor will not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Agency.
- (b) Confidentiality. The UN Agency and its Staff, Consultants and Contractors will treat with the utmost discretion any information acquired in the performance of its contract with UN Agency and shall not at any time communicate to any person or entity any confidential information acquired in the course of the Technical Assistance except (i) in the case of Consultants and Contractors, to the extent required by law or (ii) in the case of Staff, as appropriate in the normal course of their duties or by authorization of the Secretary-General or (iii) in the case of the UN Agency, to the extent required pursuant to the Charter of the United Nations or resolutions or regulations of the General Assembly or rules promulgated thereunder.

15. Throughout the execution of this Agreement, the UN Agency shall comply with decisions of the UN Security Council taken under Chapter VII of the Charter of the UN.

Hiring Government Institutions or Government Officials

16. Except as otherwise agreed between the Parties, the UN Agency shall not hire any Government institution or any Government-owned enterprise or institution as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such Government-owned enterprise or institution is legally and financially autonomous, operates under commercial or private law, and is not a dependent agency of the Government (the "Eligibility Test"). As an exception, a Government-owned university, research center or other similar institution that does not meet this Eligibility Test may be hired as a Contractor by the UN Agency if it has been established by the Government to the Bank's satisfaction that the services of such institution are of a unique and exceptional nature (including because of the absence of a suitable private sector alternative) and its participation is critical to the successful execution of the Technical Assistance.

17. Except as otherwise agreed between the Parties, the UN Agency shall not hire any official or civil servant of the Government's country as a Consultant unless it has been established by the Government to the Bank's satisfaction that (i) such official or civil servant is on leave of absence without pay, or has resigned or retired; and (ii) the Technical Assistance is not being provided to the ministry or agency for which that official or civil servant was working before going on leave or, in the case of resignation or retirement, unless a period of at least six (6) months (or any longer period established by the applicable rules for civil servants in the Government's country) has passed since such resignation or retirement from that ministry or agency. As an exception, the Bank may agree, upon request by the Government, that a professor or other expert from a Government-owned university, research center or similar institution may be hired as a Consultant by the UN Agency on a part-time basis without being on leave of absence without pay, provided such professor or other expert has been employed full-time by his or her institution for at least one (1) year prior to hiring by the UN Agency and such hiring is justified for the services.

Removal and/or Replacement of Staff, Consultants, Contractors

18. Without prejudice to Paragraph 11 above, if, for any reason beyond the reasonable control of the UN Agency, it becomes necessary to substitute any member of the team as included in Annex I, the UN Agency shall promptly replace such member with another having the required or better qualifications. For substitution of Consultants or Contractors' personnel, where relevant, the UN Agency will submit to the Government a copy of the replacement's CV for information.

19. If the Government becomes aware of credible allegations that any member of the UN Agency's team as included in Annex I has engaged in serious misconduct in relation to the Project or reasonably concludes that the performance of any of the team members is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Agency specifying the grounds therefor. If, after receiving the Government's written request, the UN Agency investigates the alleged misconduct or reviews the alleged unsatisfactory performance and concludes that the misconduct and/or the dissatisfaction with the

performance of the team member justifies his/her replacement, the UN Agency will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Agency's regulations, rules, policies and procedures.

Intellectual Property and Proprietary Rights

20. The ownership and use of all copyright, patent rights and other proprietary rights arising out of the Technical Assistance will be determined in accordance with relevant provisions of the Basic Agreement, it being understood that in the absence of such provisions the following shall apply:

- (a) Each Party will retain full and sole ownership of its pre-existing copyright, patent rights and other proprietary rights.
- (b) All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Agency under this Agreement ("Reports and Records") shall belong to the UN Agency.
- (c) The UN Agency herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive licence to copy, distribute and use any such copyright, patent rights and other proprietary rights.
- (d) If requested by the Government the UN Agency shall deliver a copy of all Reports and Records to the Government.
- (e) The Parties recognize the principle that intellectual property produced as a result of the Technical Assistance shall be managed in a way that maximizes their public accessibility and allows the broadest possible use.

Supplies and Equipment

21. The purchase by the UN Agency of any supplies and equipment that are necessary for the UN Agency to provide the Technical Assistance, and using the funds provided by the Government under this Agreement, will be done according to the UN Agency's established regulations, rules, policies and procedures for the procurement of supplies and equipment.

22. Ownership of equipment and supplies procured, using funds provided by the Government under this Agreement, will be determined in accordance with the regulations, rules, policies and procedures applicable to such UN Agency, including any agreement with the Government, if applicable.

Insurance

23. Throughout the term of this Agreement, the UN Agency will, to the extent that such risks are not covered by its self-insurance scheme ensure that insurance is maintained against the following risks: third-party liability and third-party motor vehicle liability; workmen's compensation or equivalent; and all-risk insurance against loss of or damage to equipment and materials purchased in whole or in part with funds provided under this Agreement until transferred to the Government.

24. Throughout the term of this Agreement, the UN Agency will, unless relevant arrangements are already in place,

- (a) with regard to Staff, offer appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance;
- (b) with regard to Consultants, provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance.

25. The cost of insurance is deemed included in the Total Funding Ceiling.

Total Funding Ceiling and Payments**Disbursement of the Financing**

26. The Financing will be disbursed in accordance with the payment schedule set forth in Annex II (the "Payment Schedule").

5.

27. Payments by the Bank will be made only at the request of the Government and upon approval by the Bank. The Government will make, or cause to be made on its behalf, disbursement of amounts requested by the UN Agency within thirty (30) days of receiving the original signed copy of the payment request. The Payment Request template is provided in Annex VI.

28. All payments will be made by wire transfer in United States dollars to the following UN Agency bank account:

[]

29. The Government will ensure that when making each disbursement of the Financing, the Bank notifies the UN Agency, Division of _____, (for the Attention _____), by fax (_____) or by e-mail (_____), of the following: (a) the amount transferred; (b) the value date of the transfer; and (c) that the transfer is from the Bank in

accordance with this Agreement. The UN Agency will promptly acknowledge receipt of funds in writing indicating the amount received.

Total Funding Ceiling

30. Cumulative disbursements of the Financing will not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank, which approval will be sought and obtained by the Government. UN Agency takes note that the Government's disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government will derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

Financial Administration by the UN Agency

31. The UN Agency will maintain a separate identifiable fund code (ledger account or the "UN Agency Account") to which all the UN Agency's receipts and disbursements with regard to the Financing will be recorded.

6.

32. The UN Agency will receive and administer funds transferred hereunder in accordance with the UN Agency's financial regulations, rules, policies and procedures. Any interest derived by the UN Agency from funds disbursed to the UN Agency in accordance with this Agreement will be retained by the UN Agency and form part of the UN Agency's regular resources.

7.

33. Payments to the UN Agency will be made in advance of implementation not in arrears. The UN Agency will not be required to commence or continue the provision of the Technical Assistance until it has received the payments due in accordance with the Payment Schedule and it will not be required to assume any liability in excess of such payments.

8.

34. Payments to the UN Agency will not prejudice the Government's right to dispute any amount claimed by the UN Agency and to adjust any future payment by the amount in dispute and inform the UN Agency accordingly. In such case, the Government will promptly notify the UN Agency and the Bank to arrive at a mutually acceptable solution.

Eligible Expenditures

35. The Parties agree that the cost of implementing the Technical Assistance includes: (a) all direct costs as specified in Annex I, and (b) Indirect Programme Support Costs at the rate set forth in Annex V.

Accounting and Auditing

36. The UN Agency will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Agency's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for

corresponding deliverables. The UN Agency will retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Agency's documents retention policy.

9.

37. The UN Agency's use of the funds made available under this Agreement will be subject exclusively to the internal and external auditing procedures provided in the financial regulations, rules, policy and procedures of the UN Agency and the relevant decisions of the UN Agency's governing body.

10.

38. The UN Agency will make available to the Government, with a copy to the Bank, a copy of its external auditors' reports on its financial statements within thirty (30) days of delivery of the same to the United Nations General Assembly. Internal audit reports from the UN Agency's office responsible for internal audit and investigations will be made public by disclosure on the UN Agency internet site in accordance with decisions of the UN Agency's Executive Board and reports from the UN Agency's office responsible for internal audit and investigations that include reference to the Financing will be made available to the Government, with a copy to the Bank, in accordance with that same decision.

Reporting

39. The UN Agency will provide written progress reports to assist the Government in monitoring implementation progress towards provision of the Technical Assistance and achievement of the Project's projected results. The frequency of the reporting and the reporting template are set out in Annex III.

Force Majeure

40. Either Party prevented by force majeure from fulfilling its obligations will not be deemed in breach of such obligations. The said Party will use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties will consult with each other on modalities of further execution of the Agreement. "Force majeure" as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of similar nature or force.

Fraud and Corruption Prevention

41. For the purposes of Paragraphs 41 – 47 below, the following definitions shall apply:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

42. In the event that the Government or the UN Agency becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive, or collusive practices may have occurred), the Party that has become aware of such information will promptly notify the other Party.

43. This information will be brought promptly to the attention of the appropriate official or officials at the Government and the Bank, and the official or officials responsible for oversight functions of the UN Agency.

11.

44. Following consultation with the Government and the Bank, the UN Agency will, to the extent the information relates to actions within the authority or accountability of the UN Agency, take timely and appropriate action in accordance with its applicable regulations, rules, and administrative instructions, to investigate this information. The Parties agree and acknowledge that the UN Agency will have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.

12.

45. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Agency, the UN Agency will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its financial regulations and rules, where applicable.

13.

46. To the extent consistent with the UN Agency's accountability and oversight framework and established procedures, the UN Agency will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, through the mechanisms contemplated in the respective policies of the UN Agency, the Government and the Bank on combatting fraud and corruption.

47. In the event that the Government or the Bank reasonably believes that the UN Agency has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and the UN Agency in order to obtain assurances, in a manner consistent with the UN Agency's oversight and accountability framework and respecting appropriate confidentiality, that the UN Agency's oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and the UN Agency, on any further actions to be taken and the timeframe for such actions. The Parties take note of the relevant provisions on external audit in the regulations, rules, policies and procedures of the UN Agency.

48. The Parties agree and acknowledge that nothing in this section under heading "Fraud and Corruption Prevention" shall be deemed to waive or otherwise limit any right or authority of the Bank under the Financing Agreement, (i) to investigate allegations or other information relating to possible corrupt, fraudulent, coercive or collusive practices by any third party, or to sanction or take remedial action against any such party which the Bank has determined to have engaged in such practices, or (ii) sanction a body corporate or individual, including declaring the body corporate or individual ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed agreement if the Bank at any time determines that the body corporate or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a Bank-financed agreement, provided that for this Paragraph 48, "third party" does not include the UN Agency. To the extent consistent with the UN Agency's oversight framework and established procedures, and if requested by the Bank, the UN Agency shall cooperate with the Bank or such other entity in the conduct of such investigations. For the purposes of this Paragraph 48, "corrupt, fraudulent, coercive or collusive practices" shall have the meaning ascribed to them in accordance with the Bank's Guidelines for Procurement, as amended from time to time.

Settlement of Disputes

49. This Agreement will be governed by general principles of international law. Any dispute, controversy or claim arising out of or relating to this Agreement will be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, will be submitted to arbitration at the request of either Party. Each Party will appoint one arbitrator, and the two arbitrators so appointed will appoint a third, who will be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration will be fixed by the arbitrators, and the expenses of the arbitration will be borne by the Parties as assessed by the arbitrators. The arbitral award will contain a statement of the reasons on which it is based and will be accepted by the Parties as the final adjudication of the dispute.

Term, Suspension and Termination

50. Following consultations between the Parties and notification from the Government that it has received a letter of no objection from the Bank to suspend part or all payments to the UN Agency, the Government may, by written notice of suspension to the UN Agency, suspend part or all payments to the UN Agency hereunder if the UN Agency fails to perform any of its obligations under this Agreement, including the carrying out of the Technical Assistance, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the UN Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the UN Agency of such notice of suspension. If payments are so suspended the UN Agency reserves the right to suspend the activities in accordance with its regulations, rules, policies and procedures. If the UN Agency is unable to remedy such failure within the thirty (30) calendar day period, either Party may terminate this Agreement upon thirty (30) calendar days' notice to the other.

14.

51. This Agreement may be terminated prior to the Completion Date by either Party upon sixty (60) calendar days' written notice to the other.

52. Upon receipt by one Party of the other Party's written notice of termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an early termination of this Agreement and take all reasonable and necessary measures to complete as many of the activities as possible.

53. The provisions of this Agreement will survive early termination or completion to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties.

Miscellaneous

Relationship between the Parties

54. Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Agency. No agent or representative of either Party has authority to make, and the Parties will not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Headings

55. The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.

Notices

56. Notices will be deemed "received" as follows:

- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;

- (b) in the case of registered mail, fourteen (14) days after being sent;
- (c) in the case of facsimiles, forty-eight (48) hours following confirmed transmission.

57. Any such notice, request or consent will be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.

Amendments

58. Any revisions to this Agreement may be done only by a signed written amendment by the Parties.

ENDS

ANNEX I

DESCRIPTION OF THE TECHNICAL ASSISTANCE AND WORK PLAN

ANNEX II

TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I: Total Funding Ceiling

II. Payment Schedule

Payment Number	Payment Details	Payment Amount (USD)	Payment Date
1			
2			

ANNEX III**REPORTING REQUIREMENTS AND TEMPLATE****Financial Reporting**

The UN Agency will prepare, on a six-monthly basis or less frequently as agreed between the Government and the UN Agency, interim unaudited financial reports adequate to reflect the UN Agency's interim expenditures related to the Financing. The first interim unaudited financial report will be provided to the Government no later than forty-five (45) days after the end of the first six (6) month period from the date of receipt of the first disbursement of the Financing, through the end of such first six (6) month period; thereafter, each interim unaudited financial report will be provided to the Government, no later than forty-five (45) days after the end of each subsequent six (6) month period, and will cover such six (6) month period.

Annual and Final Financial Reports: (a) The UN Agency will provide the Government with an annual financial statement as of 31 December each year, certified by the financial officer authorized by the UN Agency to make such certifications, on the use of the Financing transferred by the Government or by the Bank, on behalf of the Government, to the UN Agency during that year, not later than 30 June of the following year.

(b) After completion and financial closing of the Project, the UN Agency will provide the Government, not later than eighteen (18) months following the expiration of this Agreement as stated herein, a final financial statement, certified by the financial officer authorized by the UN Agency to make such certifications, on the use of the Financing transferred by the Government or by the Bank, on behalf of the Government, to the UN Agency during the term of this Agreement.

(c) Other information, as per the UN Agency's relevant regulations and rules, policies and procedures (including its policy on information disclosure), may be provided on an ad hoc basis upon request from the Government.

(d) All reports under Sections [] and [] will be provided in the standard format of the UN Agency and in accordance with accounting standards pursuant to the UN Agency's financial regulations and rules.

Narrative Reporting²

The UN Agency will prepare narrative reports including information on the progress made and results achieved of the Project during the relevant period. Subject to the UN Agency's regulations, rules, policies and procedures and any safety and security concerns as determined by the UN Agency, the narrative reports will also include the name of the entity that has been

² To be completed on a project-by-project basis.

contracted, the title of the contract and the expenditure during the reporting period with respect to the contracts entered into with the Financing.



Certified Financial Statement for Period ended 31 December XXXX

Donor: XXXXXX
Programme Name: XXXXXX
Project ID: XXXXXX

In US Dollars

Project current revenue and expenses

Future expenses and receivable

Opening balance as at 1 January 2015	Contribution Revenue	Other Revenue	Expenses	Closing balance	Advances to Partners	Un-depreciated Assets	Commitments	Contribution Received
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

1. Opening balance as at 1 January 2015 - represents the closing balance as at 31 December 2014.

2. Contribution Revenue - represents the total value of donor contributions due on signed agreements, whether the contributions are received or not for the reporting period.

3. Other Revenue - includes revenue resulting from transfers to the project or miscellaneous income.

APPE

- 4. Expenses - includes goods delivered, services rendered, depreciation of fixed assets and total employee benefits.
- 5. Advances to Partners - represents advances paid to implementing partners, but where financial reports are not yet prepared, therefore expenses are yet to be recorded.
- 6. Undepreciated Assets - shows the remaining value of assets purchased but not yet fully depreciated.
- 7. Commitments - represents purchase orders entered into, but where goods or services have not been delivered or received by the reporting period.
- 8. Contribution Receivable - represents revenue amounts due from donors, according to the schedule of payments in the contract but not yet received by the end of the reporting period.
- 9. Available Resources - shows the project closing balance less future expenses and receivables, resulting in resources available for the project.

I hereby certify that, in all material respects, the total income received and expenditure incurred are in accordance with the UN-Women financial records.

Donna Grimwade
Chief of Accounts

Date

ANNEX IV

**COUNTERPART STAFF, SERVICE, FACILITIES AND PROPERTY TO BE
PROVIDED BY THE GOVERNMENT**

The Parties agree that the Government commits to provide, at its own expense and at no cost to UN Women, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff:
- (b) Services:
- (c) Facilities and Property:

ANNEX V

UN AGENCY INDIRECT COST

- I. Indirect Cost for this Agreement is [x %³].

³ To be included at time of signature.

ANNEX VI
PAYMENT REQUEST

Name of Project:

Loan/Credit/Grant Closing Date:

DESCRIPTION	AMOUNT in US\$
<p>INVOICE No:</p> <p>Date:</p> <p>Bank name:</p> <p>Bank address:</p> <p>Account No.:</p> <p>Account title:</p> <p>SWIFT Code:</p> <p>Routing Number/ABA/ACH:</p>	

Bank name at ██████████	
TOTAL	

Requested by:

Name:

Title:

Signature:

Date: