

THIS CONTRACT FOR FUNDING SUPPORT FROM THE UNFPA INNOVATION FUND (this “Contract”) is made between:

THE UNITED NATIONS POPULATION FUND (“UNFPA”), an international inter-governmental organisation established by the General Assembly of the United Nations pursuant to resolution 3019 (XXVII) of 18 December 1972, as a subsidiary organ of the United Nations, having its headquarters at 605 Third Avenue, New York, New York, 10158, U.S.A; and [COMPANY NAME IN FULL] (“Company name”, together with UNFPA the “Parties” and each a “Party”), a corporation organised and existing under the laws of [COUNTRY] and having its principal offices at [ADDRESS].

WHEREAS:

A. UNFPA is an integral part of the United Nations, and works with governments, civil society organizations and other partners worldwide to promote the right of every woman, man and child to enjoy a life of health and equal opportunity;

B. UNFPA has established a fund (the “UNFPA Innovation Fund”) as a mechanism to identify, fund and implement innovations and foster partnerships that improve the sexual and reproductive health and lives of women, girls, and young people. The Innovation Fund provides financial and partnership support to social enterprises and other entities that are designing, prototyping, piloting and scaling new innovations with, in UNFPA’s assessment, a reasonable prospect of success.

C. Company is developing a solution that it believes will improve the delivery of assistance to [INSERT RELEVANT INFORMATION] by [INFORMATION ON PROJECT OBJECTIVES] and has designed and costed a project (the “Project”) for developing that application to the point where it can be commercially exploited.

D. Company has sought, and UNFPA has agreed to provide, financial support (the “Funding”) from the UNFPA Innovation Fund for the Project as described in the project design statement and budget (the “Project Design Plan”), in accordance with the terms and conditions set forth in this Contract and within the framework of its activities in [NAME OF COUNTRY].

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Contract Documents

1.1 This Contract comprises: (a) this document; (b) the UNFPA General Terms and Conditions for Grant Agreements (“UNFPA General Terms and Conditions”) which is attached hereto as Annex A; and (c) the Project Design Plan, a copy of which is attached to this document as Annex B. The documents comprising this Contract are complementary of one another, but if there is any ambiguity or inconsistency between the documents, then (i) this document will take precedence over the UNFPA General Terms and Conditions in Annex A and (ii) Annex A will take precedence over Annex B, Project Design Plan.

1.2 The UNFPA General Terms and Conditions are amended with regard to this Contract as follows:

(a) Article 6 (Indemnification) is replaced with Article 7.3 of this Contract.

(b) Article 8 (Copyright, Patents and Other Proprietary Rights) is replaced by Article 8 of this Contract.

(c) Article 9 (Use of Name and Emblem or Official Seal of the United Nations and UNFPA) is replaced by Article 10.4 of this Contract.

(d) The reference to “sixty (60) calendar days” in Article 11.3 (Termination) is replaced with “fourteen (14) calendar days”.

(e) Article 18 (Sexual Exploitation) is replaced with by Article 13 of this Contract.

1.3 For the purposes of this Contract, references in the UNFPA General Terms and Conditions to the “Recipient” are references to “Company” and references to “Grant” are references to “Funding”.

1.4 This Contract (including any documents incorporated by reference in this Contract) is the entire agreement between the Parties with regard to the subject matter of this Contract. It supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations, supplemental undertakings, licenses, terms-of-service, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning the Funding or the activities to be undertaken and the deliverables to be delivered by Company under this Contract will be valid and enforceable against UNFPA, nor in any way will constitute an agreement by UNFPA, unless any such promises, understandings, obligations, undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 20 of the UNFPA General Terms and

Conditions.

2. Definitions

2.1 Unless expressly indicated otherwise, the following terms whenever used in this Contract have the following meaning:

(a) Company's "Key Personnel" are Personnel identified in the Project Design Plan, attached as Annex A, as key individuals.

(b) "Open License" means a Creative Commons BY-NC license.

(c) "Project Data" means any and all information or data in digital form or processed or held in digital form that is generated through the Deliverables or Project activities or otherwise relates to the Project or that is collected by Company in the performance of this Contract, including but not limited to, user data, numbers of additions and deletions, commit counts and commit activities.

(d) "Project IP" means all intellectual property and other proprietary rights, whether registered or unregistered, in the Deliverables developed as part of the Project with Funding provided under this Contract, including all copyright in designs, code, content, related documentation or other materials.

(e) "Deliverables" means the work product and other output of the Services required to be delivered by Company as part of the Services.

(f) "Services" means the services specified in the Project Design Plan for the realization of the Project.

3. Effective Date; Term

3.1 This Contract will be a binding contract between UNFPA and Company when UNFPA receives a copy of this Contract counter-signed by Company. The effective date of this Contract will be the date UNFPA receives the counter-signed copy.

3.2 The Contract will continue from the Effective Date until [INSERT DATE] (the "Delivery Date"), unless earlier terminated in accordance with the terms of this Contract. The period from the Effective Date to the Delivery Date is referred to as the "Contract Period". Any extension of the Contract Period must be agreed to in advance in writing by both Parties and will become effective only upon conclusion of a valid amendment made in accordance with Article 20 of the UNFPA General Terms and Conditions.

4. UNFPA's Responsibilities

4.1 UNFPA will make available to Company, Funding in an amount not to exceed the total

amount of \$[] [AMOUNT IN WORDS]. No other funding will be made available to Company, unless agreed to by UNFPA following satisfactory application by Company and appropriate written amendment to this Contract. Company will be responsible for, and UNFPA will not be liable for, all costs, expenses, charges or fees that Company may incur in connection with the performance of its obligations under this Contract.

4.2 The Funding will be made available to Company in accordance with the disbursement schedule set out below as follows:

[INSERT SCHEDULE]

The above disbursement schedule is based on the cash flow projections contained in the Project Design Plan.

(a) The first tranche will be disbursed by UNFPA within thirty (30) days after Company has completed the vendor registration procedures required by UNFPA.

(b) The second and any agreed subsequent tranches will be disbursed by UNFPA on the date specified in the disbursement schedule on condition that Company has, at least thirty days prior to such date, provided to UNFPA a written request for disbursement together with a progress report that contains: (i) a summary of the expenditure of the prior tranche or tranches of Funding; a statement of the cash balance, if any, remaining as at the end of the month immediately preceding the submission of the request; and a description of any material variances from the Project Design Plan; (ii) confirmation by Company that all previous disbursements have been used in accordance with the Project Design Plan; (iii) evidence of the fulfillment of the requirement in Article 5.6; and (iv) confirmation by Company that it is on course to complete the Deliverables in accordance with the timeline and other requirements of the Project Design Plan and highlighting any expected challenges and mitigating actions.

4.3 UNFPA will transfer each tranche of the Funding by wire transfer, in United States dollars, to the Company bank account stated below:

[INSERT BANK ACCOUNT INFORMATION]

4.4 Payment will not relieve Company of its obligations under this Contract and will not be deemed to be acceptance by UNFPA of, or waiver of any of UNFPA's rights with regard to, Company's performance. Company will not be entitled to interest on any late payment of any sums payable under this Contract.

4.5 UNFPA will be entitled to withhold payment of any tranche or reduce the amount of the tranche if UNFPA determines, in its sole discretion, that there is a discrepancy in the content or form of the request for disbursement or required supporting documents or that, in the case of a request for disbursement of the second or subsequent tranches, any of the following apply:

(a) Funding provided has not been used in accordance with the Project Design Plan or there has been any other material breach of this Contract;

(b) there has been insufficient progress made by Company by reference to the milestones and deliverables in the Project Design Plan;

(c) the requirement in Article 5.6 has not been fulfilled to UNFPA's satisfaction.

If UNFPA makes a determination under this Article 4.5, it will promptly notify Company of its determination and UNFPA and Company will consult to resolve the matter.

4.6 Company authorizes UNFPA to deduct from Company's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNFPA's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, Company will immediately consult with UNFPA to determine a mutually acceptable procedure. Company will provide full cooperation to UNFPA, if requested, with regard to securing UNFPA's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

4.7 Company acknowledges that, other than as expressly set out in this Contract, UNFPA will have no obligation to provide any assistance to Company and UNFPA makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfillment by Company of its obligations under the Contract or for the successful design, realization, or marketing of the innovation, including technology as appropriate described in the Project Design Plan. If UNFPA, at its sole discretion, agrees to provide any technical or other assistance to Company, Company acknowledges that such assistance will not give rise to liability of any kind on the part of UNFPA.

5. Company Responsibilities

Company Responsibilities

5.1 Company will implement the Project in accordance with the Project Design Plan and this Contract, and deliver the Deliverables on time in accordance with the schedule for completion of Project milestones.

5.2 Company will use the Funding exclusively for the purposes of implementing the Project in accordance with this Contract (including the Project Design Plan). If Company wishes to make any material changes to the Project Design Plan, the specifications of the Deliverables or time for provision of the Deliverables as set out in the Project Design Plan, Company will notify UNFPA and will secure UNFPA's prior written approval before making any such material change, which UNFPA may withhold in its discretion or provide on such terms and conditions as

UNFPA may determine. Company understands and acknowledges that UNFPA will not be responsible for any increased costs resulting from, and will not provide any additional funding for, such approved material changes.

Reporting; Post-payment Audit

5.3 Within two weeks after receipt of the first disbursement of funding under this Contract, Company will put into place and maintain throughout the Contract Period a mechanism, acceptable to UNFPA, for UNFPA to access updates on Company's progress in implementing this Contract.

5.4 In addition to the financial reports referred to in Article 4.2(b) above, Company will, within thirty (30) days after the expiry of the Contract Period, deliver to UNFPA a final financial report summarizing the use and expenditure of Funding made available to it under this Contract during the Contract Period. UNFPA may, either before or after such financial report is due or delivered, request that such financial report be audited by an independent audit firm, in which case Company will do so. Consistent with Article 15 of the UNFPA General Terms and Conditions, if there are any funds remaining after settlement of all commitments made in accordance with the Project Design Plan prior to the expiry of the Contract Period, Company shall promptly return such remaining funds to UNFPA or as instructed by UNFPA.

5.5 A post-payment audit may be undertaken by UNFPA's external and internal auditors or by other authorised agents of UNFPA, at any time during the term of the Contract and for three (3) years after the Contract terminates. Consistent with Article 15 of the UNFPA General Terms and Conditions, UNFPA will be entitled to a refund from Company of any amounts that such audit or audits determine were not in accordance with the Contract, regardless of the reasons for such payments (including but not limited to the actions or inactions of UNFPA staff and other personnel), or that were not used by Company in accordance with the Contract.

Company Responsibilities with Regard to Intellectual Property

5.6 By no later than half way through the Contract Period, make all Project IP available directly to UNFPA in perpetuity and also make publicly accessible in perpetuity all Project IP by Open License, as defined in this Contract, and continue to make available to UNFPA and publicly accessible all improvements and updates of the Project IP.

5.7 During the period from making the Project IP accessible by Open Licence and directly to UNFPA, until the expiry of the Contract Period, and for a twelve (12) month period after the expiry of the Contract Period, make available to UNFPA such Project Data as UNFPA may reasonably request.

5.8 During the Contract Period and for a twelve (12) month period after the expiry of the Contract Period, at UNFPA's request, provide its reasonable cooperation to UNFPA in relation to, among other things, requests for clarification in relation to the integration of the Deliverables into

UNFPA programmes, such cooperation to include (but not be limited to) making Company's Personnel and any relevant data and documentation available for such purposes.

Guiding Principles and Testing Standards

5.9 The Parties agree that the UN Principles for Innovation set out on the UNFPA Innovation Fund website (available at <https://www.unfpa.org/sites/default/files/resource-pdf/Innovation-in-the-UN.09.2015-1.pdf>) will guide Company's activities in connection with implementation of the Project and development of the Deliverables. Without limiting the preceding sentence, Company will ensure that the Deliverables are, if applicable, inter-operable with other open source platforms and that the Deliverables will not be reliant on content, software or hardware that are only available under licenses that are not open source or that are only available for a charge or fee.

5.10 Acknowledging that the Deliverables are intended to be useable by, adolescents and/or young adults, Company will apply appropriate standards of care in its testing and outreach to target groups in the development of its Deliverables and will comply with international best practice standards and any guidance provided by UNFPA regarding engaging young people in the development of digital products and services.

Company's Key Personnel

5.11 Company acknowledges and understands that a condition of the award of the Funding to Company is the commitment in time and resources of Company's Key Personnel to the implementation of the Project. In the event that one or more of Company's Key Personnel leaves Company or otherwise becomes unavailable to support the Project at any time during the Contract Period, for any reason, Company will promptly notify UNFPA. In notifying UNFPA, Company will provide an explanation of the circumstances of the Key Personnel's absence and a proposal for mitigating the impact of such absence in sufficient detail to permit evaluation of the impact on the Project and the engagement with Company. If UNFPA determines, in its sole discretion, that the objectives of the Project can no longer be fulfilled or that the purposes for which the Funding is being made available to Company can no longer be achieved to UNFPA's satisfaction, UNFPA may terminate this Contract upon thirty (30) days' prior written notice to Company in accordance with Article 11 of the UNFPA General Terms and Conditions.

6. Consultations; Focal Points

6.1 The Parties will have regular and frequent consultations to assess progress in implementation of the Project and development of the Deliverables. Each Party will each nominate a representative to be responsible for the day-to-day coordination and management of the Contract and will inform the other Party by exchange of emails of the contact details of such representative and any change or replacement of such representative or of his/her contact details. Company's representative will keep UNFPA informed on the progress of Company's work in

relation to the Project.

7. Representations and Warranties; Indemnification; Insurance and Liability

7.1 **Company** makes the following representations and warranties to UNFPA:

(a) **Company** has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms.

(b) All of the information it has provided to UNFPA concerning **Company**,’s Key Personnel, the Project activities and the Deliverables is true, correct, accurate and not misleading.

(c) **Company** is financially solvent and is able to undertake the Project activities and provide the Deliverables in accordance with the terms and conditions of the Contract.

(d) **Company** has, and will maintain throughout the Contract Period, all rights, licenses, authority and resources necessary, as applicable, to undertake the Project activities and provide the Deliverables to UNFPA’s satisfaction and to perform its obligations under the Contract.

(e) Except as otherwise expressly stated in the Contract, the Deliverables (i) will be derived from intellectual property available under open license terms or (ii) will be original to **Company** and, in such case, will not infringe any copyright, trademark, patent or other proprietary right of any third party.

(f) Except as otherwise expressly stated in the Contract, **Company** has not and will not enter into any agreement or arrangement that restrains or restricts any person’s rights to use any Deliverable or other work resulting from the Project activities.

7.2 **Company** further represents and warrants that it and its Personnel and sub-contractors will perform the Contract (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry.;

Indemnification

7.3 **Company** shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, losses and liability (“Claims”) of any nature or kind, including their costs and expenses, arising out of acts or omissions of **Company**, or **Company**’s Key Personnel, employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen’s compensation, products liability and liability arising out of the alleged infringement of a copyright or other intellectual property rights or licenses and use of patented inventions or devices designs, trade name or trade mark by **Company**, its employees, officers, agents, servants or sub-contractors.

UNFPA will report any such Claims to **Company** within a reasonable period of time after

having received actual notice. **Company** will have sole control of the defence, settlement and compromise of any such Claims, except with respect to the assertion or defence of the privileges and immunities of UNFPA, which as between the Contractor and UNFPA only UNFPA itself will assert and maintain.

Insurance

7.4 During the Contract Period, **Company** will have and maintain in effect with reputable insurers insurance sufficient to cover all of **Company**'s liabilities under this Contract.

8. Intellectual Property and Other Proprietary Rights

8.1 **Company** will be entitled to all Project IP; provided that **Company** will make available all Project IP by Open License in accordance with Article 5.6 of this Contract.

8.2 No Party will be entitled to any intellectual property or other proprietary rights of the other Party that pre-existed the effective date of this Contract, or that such other Party may develop or acquire, or may have developed or acquired, independently of this Contract.

9. Notices

9.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNFPA: United Nations Population Fund 605 Third Avenue New York, New York 10158

Fax: + [INSERT DETAILS] E-mail: [INSERT DETAILS]

Copy to: [Representative in Country]

If to **Company**: [COMPANY NAME IN FULL] [ADDRESS] Attention: [CONTACT NAME]

Fax: [INSERT DETAILS] E-mail: [INSERT DETAILS]

10. Communication

10.1 **Company** will provide its full cooperation with UNFPA's reasonable request for assistance with UNFPA's communication campaigns concerning the Innovation Fund.

10.2 **Company** may refer publicly to the support provided by the UNFPA Innovation Fund by using the following statement: "[**Company**] gratefully acknowledges financial support provided for this Project by the United Nations Population Fund (UNFPA) Innovation Fund."

10.3 Except as permitted under Article 10.2 of this Contract, **Company** will not, without the UNFPA's prior written approval: (a) advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNFPA (or the United Nations); or (b) issue any press release or make any public announcement about the award of this Contract to **Company** or the support of UNFPA's Innovation Fund, or make any

announcement in connection with the Project mentioning the name of UNFPA or containing any emblem or logo of UNFPA.

10.4 Except as permitted under Article 10.2 of this Contract or as regards references to the name of UNFPA for the purposes of annual reports or communication between the parties and between **Company** and its Personnel and sub-contractors, **Company** will not, in any manner whatsoever use the name, emblem or official seal of UNFPA or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNFPA.

11. Survival

11.1 The provisions of Articles 5.4, 5.5, 5.6, 5.7, 7.3, 8, and 10 of this Contract will survive the completion of the Project activities and the provision of the Deliverables and the expiry or earlier termination of this Contract.

12. Transparency

12.1 **Company** acknowledges and agrees that, in the interests of transparency, UNFPA may make a copy of this Contract publicly available.

13. Sexual Exploitation

13.1 **Company** represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any persons engaged by the **Company** to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. In addition, **Company** represents and warrants that it has taken and will take all appropriate measures to prohibit its employees or other persons engaged by **Company**, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will entitle UNFPA to terminate the Contract immediately upon notice to **Company**, without any liability for termination charges or any other liability of any kind.

In witness whereof, the undersigned, duly authorized representatives of the Parties, have signed the present Agreement in two copies.

For

[NAME OF COMPANY]

Name:

For the

United Nations Population Fund

Name:

Title:

Signature:

Date:

Title:

Signature:

Date:

Annex A – UNFPA General Terms and Conditions for Grant Agreements

- 1.0 LEGAL STATUS:** Grant Recipient (“Recipient”) shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. Recipient’s employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
- 2.0 RECIPIENT'S RESPONSIBILITY FOR EMPLOYEES/PERSONNEL:** Recipient shall be responsible for the professional and technical competence of its employees and personnel and will select, for work under this Grant Agreement (“Agreement”), reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 3.0 ASSIGNMENT:** Recipient shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, or any of Recipient’s rights, claims or obligations under this Agreement except with the prior written consent of UNFPA.
- 4.0 SUB-CONTRACTING:** In the event the Recipient requires the services of subcontractors to perform its obligations under this Agreement, the Recipient shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under this Agreement. Any such rejection or request for removal shall not, in and of itself, entitle the Recipient to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under this Agreement, and the Recipient shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement. The Recipient shall ensure that any subcontract it has entered into under this Agreement includes suitable provisions permitting UNFPA and its agents to conduct assurance activities in respect of the subcontractor subject to terms and conditions substantially in accordance with those included in Article 14.0 hereof.
- 5.0 OFFICIALS NOT TO BENEFIT:** Recipient warrants that no official of UNFPA has received or will be offered by Recipient any direct or indirect benefit arising from this Agreement or the award thereof. Recipient agrees that breach of this provision is a breach of an essential term of this Agreement.
- 6.0 INDEMNIFICATION:** Recipient shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of Recipient, or Recipient's employees, officers, agents or sub-contractors, in the performance of this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by Recipient, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 7.0 ENCUMBRANCES/LIENS:** Recipient shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against Recipient.
- 8.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**
 - 8.1** Except as is otherwise expressly provided in writing in this Agreement, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which Recipient has developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and Recipient acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.
 - 8.2** At the request of UNFPA, Recipient shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of applicable law.

8.3 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by Recipient under this Agreement shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Agreement.

9.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS AND UNFPA: Each of the Parties is permitted to use the other's name, logo, and emblem in connection with this Agreement, unless permission is withdrawn in any particular case in writing by any of the Parties.

10.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, Recipient shall give notice and full particulars in writing to UNFPA, of such occurrence or change if Recipient is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. Recipient shall also notify UNFPA of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to Recipient of a reasonable extension of time in which to perform its obligations under this Agreement.

10.2 If Recipient is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNFPA shall have the right to suspend or terminate Agreement on the same terms and conditions as are provided for in Article 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

10.3 *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

10.4 Recipient acknowledges and agrees that, with respect to any obligations under this Agreement that Recipient must perform in or for any areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

11.0 TERMINATION

11.1 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:

- a. if it concludes that the other Party has breached its obligations under the Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and
- b. if it concludes that the other Party cannot meet its obligations under the Agreement.

11.2 UNFPA may also suspend or terminate the Agreement forthwith in each of the following situations:

- a. if Recipient's activities as required under the Agreement have not commenced within a reasonable time;
- b. if it decides that Recipient or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practice (as such terms are defined in Article 14.3 hereof) in connection with this Agreement;
- c. should UNFPA's funding be curtailed or terminated; or

d. should Recipient be adjudged bankrupt, or be liquidated or become insolvent, or should Recipient make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Recipient, in which case Recipient shall immediately inform UNFPA of the occurrence of any of the above events.

11.3 UNFPA may in addition suspend or terminate the Agreement at any time giving sixty (60) calendar days' written notice to the Recipient.

11.4 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

11.5 Immediately upon sending or receiving a notice of termination Recipient will not make any forward commitments, financial or otherwise, in connection with this Agreement.

11.6 On termination of this Agreement, Recipient will transfer either to UNFPA or in accordance with UNFPA's instructions the unexpended balance of the Grant held by Recipient and the unused supplies and equipment provided by UNFPA under the Agreement.

11.7 If UNFPA exercises its right to terminate the Agreement, UNFPA will have the right to require Recipient to repay to UNFPA such amount of money, up to the total amount paid to Recipient by UNFPA prior to the date of the notice of termination, as UNFPA shall determine. It is understood that expenditures by Recipient in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by Recipient will be made promptly upon receipt of UNFPA's notice to pay.

11.8 If UNFPA exercises its right to terminate this Agreement and decides that the activities under this Agreement should be performed by another organization, Recipient will promptly provide full cooperation to UNFPA and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to Recipient by UNFPA and the provisions of paragraph 11.6 above will apply.

12.0 DISPUTE RESOLUTION:

12.1 The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

12.2 Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under the preceding paragraph, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

13.0 EVALUATION: The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNFPA Evaluation Policy as from time to time approved or amended by the UNFPA Executive Board.

14.0 ASSURANCE ACTIVITIES:

14.1 Audit:

a. The Grant, any part thereof, and the Grant Recipient's activities under this Agreement shall be subject to audit by auditors, whether internal or external, of UNFPA or by authorized and qualified auditors retained by UNFPA, at such times as determined solely by UNFPA, during the term of this Agreement and for a period of five (5) years following the expiration or prior termination of the Agreement.

b. Recipient shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, Recipient's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to Recipient's premises at reasonable times and on reasonable conditions in connection with such access to Recipient's personnel and relevant documentation and records. Recipient shall require its agents, including, but not limited to, Recipient's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.

c. Recipient consents to the disclosure by UNFPA of the audit report to any third party that provided financing or co-financing to UNFPA towards the implementation of the relevant parts of the Programme, upon that third party's written request to UNFPA for such disclosure.

14.2 Spot checks:

Recipient agrees that, from time to time, UNFPA may conduct on site reviews ("spot checks"), subject to such standards, scope, frequency and timing as decided by UNFPA. Recipient shall provide its full and timely cooperation with any such spot checks, which shall include Recipient's obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to Recipient's premises at reasonable times and on reasonable conditions. Recipient shall require its agents, including, but not limited to, Recipient's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any spot checks carried out by UNFPA hereunder. It is understood that UNFPA may, at its sole discretion, contract for the services of an individual or corporate person to conduct spot checks, or UNFPA may conduct spot checks with its own staff, employees and agents.

14.3 Investigation:

a. Recipient agrees that UNFPA may conduct investigations, at such times as determined solely by UNFPA, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the Recipient relating to performance of this Agreement. The right of UNFPA to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. Recipient shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, Recipient's obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNFPA access to the Recipient's premises at reasonable times and on reasonable conditions. Recipient shall require its agents, including, but not limited to, Recipient's attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNFPA hereunder. It is understood that UNFPA may, at its sole discretion, contract for investigation services of an individual or corporate person, or UNFPA may conduct investigations with its own staff, employees and agents.

b. Recipient shall not engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices and agrees to bring allegations of such practices arising in relation to UNFPA or this Agreement, of which Recipient has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services, UNFPA. For purposes of this Agreement, the following definitions shall apply: (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official; (ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation; (iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (iv) "coercive practice" means 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; (v) "obstructive practice" means acts intended to materially impede the exercise of UNFPA's contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption; (vi) "unethical practice" means conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.

15.0 REFUNDS/OFFSETS: UNFPA shall be entitled to a refund from Recipient or to make an offset against any amounts payable to Recipient: for any amounts paid by UNFPA, lost by Recipient or used by Recipient other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have

been so paid, lost or used; for any amounts paid by UNFPA or used by Recipient as a result of Recipient or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practice (as such terms are defined in Article 14.3 b.); for any unspent amounts; for any amounts transferred by UNFPA to Recipient but not included or properly reflected in any financial report or supported by appropriate documentation and records; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement.

16.0 PRIVILEGES AND IMMUNITIES: Nothing 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 UNFPA.

17.0 OBSERVANCE OF THE LAW: Recipient shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.

18.0 SEXUAL EXPLOITATION:

18.1 Recipient shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by Recipient to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, Recipient shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

18.2 UNFPA shall not apply the foregoing standard relating to age in any case in which Recipient's personnel or any other person who may be engaged by Recipient to perform any services under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Recipient's personnel or such other person who may be engaged by the Recipient to perform any services under the Agreement.

19.0 CHILD LABOR: Recipient represents and warrants that neither it, its parent entities (if any), nor any of Recipient's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

20.0 AUTHORITY TO MODIFY: No modification or change in this Agreement shall be valid and enforceable against UNFPA unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNFPA and an authorized officer of Recipient.

21.0 TERRORISM/UN SECURITY COUNCIL: Recipient agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to any part of the Grant; (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred to any individual or entity on the Consolidated United Nations Security Council Sanctions List, available at <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list> (or such other URL as the United Nations may from time to time decide); or (c) are not used for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a resolution or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

Annex B – Project Design Plan

The Project Design Plan can be [accessed here](#). A snapshot from the Project Design Plan is below, for reference.



UNFPA Equalizer 2022

Expression of Interest PROJECT DESIGN PLAN

Social Enterprise Name:			
Timeline	Milestones and Activities		Budget
	What are the major milestones you will achieve with the UNFPA Innovation Fund investment? Which activities do you need to do to achieve each milestone? Adjust the number of milestones and activities for each quarter and add lines as needed.	Please indicate the budget in USD required for each milestone and activity. The milestone budget represents the sub-total for the activities. Add lines as necessary.	Please provide a breakdown of costs (e.g. personnel costs should include rate per day, number of days; travel should include ticket costs, per diem, etc). Add lines as necessary.
Quarter 1 (first 3 months of the contract period)			
	Milestone 1		\$0.00
	Activity 1		
	Activity 2		
	Milestone 2		\$0.00
	Activity 1		
	Activity 2		
	Milestone 3		\$0.00
	Activity 1		
	Activity 2		
	Milestone 4		\$0.00
	Activity 1		
	Activity 2		
Quarter 2 (second 3 months of the contract period)			
	Milestone 1		\$0.00
	Activity 1		
	Activity 2		
	Milestone 2		\$0.00
	Activity 1		
	Activity 2		
	Milestone 3		\$0.00
	Activity 1		
	Activity 2		
	Milestone 4		\$0.00
	Activity 1		
	Activity 2		
Quarter 3 (third 3 months of the contract period)			
	Milestone 1		\$0.00
	Activity 1		
	Activity 2		
	Milestone 2		\$0.00
	Activity 1		
	Activity 2		
	Milestone 3		\$0.00
	Activity 1		
	Activity 2		
	Milestone 4		\$0.00
	Activity 1		
	Activity 2		