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| Note to UNFPA user: How to use this form 1. This form is used to enter into agreement with a programme country Government or an NGO/academic institution for the implementation of activities under a UNFPA-assisted programme. The programme country Government or NGO/academic institution acts as UNFPA’s implementing partner (“IP”; see also UNFPA financial regulation 2.1 *(k)*). See in particular: the PPM, Programme, [Partnerships](https://portal.myunfpa.org/web/ppm/documents/tags/prg-partnerships); the relevant [Guidance Notes](https://portal.myunfpa.org/web/ppm/tools-and-guidance-notes/tags/programme); and the [Guidance Note on Contracting Legal Entities to Provide Services: When to Use Programme and When to Use Procurement](https://portal.myunfpa.org/web/ppm/tools-and-guidance-notes/tags/programme). The form is appropriate for IPs retained to implement activities under country programmes or under the Global and Regional Interventions (previously the Global and Regional Programme).  2. The UNFPA user must fill in all blanks contained in this form (square brackets, “[…]”) prior to providing a copy of the draft form to the IP.  3. The UNFPA user must carefully read all grey information boxes contained in this form and chose the sample text appropriate for the particular IP Agreement, prior to providing a copy of the draft form to the IP. All grey information boxes must be deleted prior to signing.  4. All signed IP Agreements must be uploaded onto the UNFPA [Implementing Partner Management Information System (IPMIS)](https://www.myunfpa.org/Apps/IPIMS/app/?CFID=3234&CFTOKEN=13207805&jsessionid=181555F30327723186888827AC5B367E) on the UNFPA Intranet.  5. Regardless of whether the IP implements one or more than one workplan under the same programme (whether a specific country programme or the global and regional interventions (previously the global and regional programme)), only one IP Agreement should be signed. The reason is that the IP Agreement covers multiple workplans so long as the workplans relate to the same country programme cycle or the same cycle of the global and regional interventions.  6. The IP Agreement consists of three parts: (1) the model form of the IP Agreement; (2) the UNFPA General Terms and Conditions for IP Agreements; and (3) any workplans signed thereunder, which are incorporated into the IP Agreement by reference.  7. Changes to the text of the model form may be made solely with the written approval of Programme Division, to be obtained via the Integrated Service Desk on the UNFPA intranet, Category: Programme, Programme Implementation, Grants & Agreements. Absolutely no changes, deletions or revisions may be made in the text of the General Terms and Conditions.  8. Two original copies are signed. One copy is retained by UNFPA and one by the IP.  9. After the IP Agreement has been signed, any amendments must be made in writing. |

# Implementing Partner Agreement

between

The Population Council, Inc.

and the

United Nations Population Fund

for the

Implementation of UNFPA-funded Workplans relating to the [year to year] UNFPA [Country Programme for [long form of name of country]]*OR*[Global and Regional Interventions]

The Population Council, Inc. and the United Nations Population Fund, referred to jointly as the “Parties” and each separately as a “Party”, hereby agree as follows:

Article I

Definitions

In this Agreement, the expression:

1. “United Nations Population Fund” or “UNFPA” means the subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972.

2. “Implementing Partner” or “IP” means The Population Council, Inc., One Dag Hammarskjold Plaza, New York, NY 10017.

3. “Programme” means the UNFPA [country programme for [name of country]]*OR*[global and regional interventions], approved by the Executive Board of the United Nations Population Fund for the period [year to year].

4. “Workplan” or “WP” means the formal document (in standard format) supplementary to this Agreement, which is concluded by the Parties and reflects detailed activities, timeframes and budget, and defines what is to be accomplished. The WP is the basis for requisitioning, committing and disbursing funds to carry out planned activities and for their monitoring and reporting.

5. “WP Progress Report” means UNFPA’s standard form of Workplan progress report, available at https://drive.google.com/file/d/0BzrC9ALCReCvY0c1dFdlRkFqSDg/edit?usp=sharing or at such other URL as may be decided from time to time by UNFPA.

6. “HACT” means the Harmonized Approach to Cash Transfer (February 2014) of the United Nations Development Group (“UNDG”), available at http://www.undg.org/index.cfm?P=255 or at such other URL as UNDG may from time to time decide.

7. “FACE form” means the UNDG’s standard Funding Authorization and Certificate of Expenditure Form, a copy of which is available at http://www.undg.org/index.cfm?P=255 or at such other URL as UNDG may from time to time decide.

8. “FACET” means FACE Tool, UNFPA’s electronic data entry facility for the information contained in FACE forms, which is available at https://www.myunfpa.org/Apps2/FACET/ or at such other URL as UNFPA may from time to time decide.

9. “support costs” means those costs incurred by the IP which cannot be unequivocally attributed to a specific activity implemented by the IP in accordance with this Agreement, including any WP. The “support cost rate” represents the mutually agreed amount reimbursed by UNFPA towards the IP’s regular operating expenses as provided in this Agreement and the WPs and considered by both Parties to be fair, and shall be estimated as a percentage of the direct costs actually incurred by the IP in the implementation of activities in accordance with this Agreement and the WPs. In accordance with UNFPA’s financial rules, an IP that is a Government entity shall not be entitled to the payment or reimbursement of any support costs. For the avoidance of doubt “support costs” include a portion of rent, utilities (such as electricity), training, administrative, legal and accounting services, general management and other supplemental costs that are not specifically identifiable to the main purpose of the activities agreed in the WP but are required costs to support IP’s activities agreed to in the WP, provided that any of the support costs are not also included as direct costs. No separate supporting documentation is necessary.

10. “Authorized Officer” means one of the following officers of the Implementing Partner:

Full name: [enter name]

Title: [enter title]

Sample signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name: [enter name]

Title: [enter title]

Sample signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Note to UNFPA user: Add details regarding further Authorized Officers as needed. |

It is understood, for the avoidance of doubt, that any removals from or amendments to the (list of) Authorized Officer(s) identified above shall require a written amendment to this Agreement in accordance with section 19.0 of the General Terms and Conditions for Implementing Partner Agreements appended hereto.

11. “non-expendable equipment” means any item that cost US$1,000 or more, including costs of initial delivery and handling, and which has a service lifetime of at least three years.

12. “UNFPA Direct Payment request form” means the form available at https://docs.google.com/file/d/0BzrC9ALCReCvN2ZudTF0NGY1bG8/edit or at such other URL as UNFPA may from time to time decide.

13. “Letter of Representation” means the form available at https://docs.google.com/a/unfpa.org/file/d/0BzrC9ALCReCvRXc5Ukd5cDFUS1U/edit or at such other URL as UNFPA may from time to time decide.

14. “Direct costs” are costs that can be unequivocally attributed to a specific activity implemented by the IP in accordance with the WP and this Agreement. Direct costs may include: (i) all costs related to the actual time devoted by the IP’s staff for the implementation and the management of the activities; (ii) the proportionate share of related costs of fringe benefits, rent, utilities and other directly apportioned costs for IP’s personnel whose specific inputs are required under the terms of the AWP; (iii) equipment purchased for activities under the WP; (iv) travel and additional program management costs necessary to achieve the results set out in the WP; all of which shall, therefore, be included as such in the WP. At the request of UNFPA or when audited, the IP must provide underlying, supporting documentation for direct costs (as further provided in this Agreement), which may include apportionments done on the basis of sound cost-accounting principles, and provided that apportioned costs are directly linked to activities under the WP and are not also included as support costs.”

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| *For IP Agreements under a country programme, add the following paragraph 15. For IP Agreements under the Global and Regional Interventions, pls. delete paragraph 15.* |

15. “Government” means the Government of [long form of name of country].

Article II

Agreement Documents

1. This Implementing Partner Agreement consists of the following documents:

1. This Agreement;

(b) The General Terms and Conditions for Implementing Partner Agreements appended hereto;

(c) Any WPs concluded hereunder.

Article III

Purpose and Scope

1. This Agreement shall govern the implementation by the IP of the relevant parts of the Programme through one or several WPs. It describes the relationship between the Parties and the Parties’ responsibilities, the relevant provisions of other agreements entered into between the Government and UNFPA notwithstanding (as applicable).
2. This Agreement constitutes the “Agreement” within the meaning of UNFPA financial regulation 9.4 and the “Letter of Understanding” as referred to in UNFPA financial rule 109.3(c).

Article IV

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement, including the WPs.

2. The Parties shall keep each other informed of all relevant activities pertaining to the implementation of the WPs, and shall hold consultations when either Party considers it appropriate, including any circumstance that may affect the achievement of the objectives of the Programme and the WPs.

3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfill their commitments with the fullest regard for the terms and conditions of this Agreement and the principles of the United Nations.

Article V

Responsibilities of the IP

1. The IP will contribute to the implementation of the WPs by undertaking the responsibilities allocated to it in this Agreement, in full cooperation with UNFPA, and will do so in accordance with the budget, schedule, and other details set out in the WPs, including by:

1. Commencing work on the responsibilities allocated to it in the WP promptly upon signing the WP (but in no case prior to signing this Agreement) and, as applicable, receipt of the first installment of the cash, supplies and equipment to be transferred to it by UNFPA;
2. Making its designated contributions of technical assistance, services, supplies and equipment towards the implementation of the WPs as provided for under this Agreement, including the WPs;
3. Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the WPs (including in connection with the schedule and budget);
4. Providing the reports required under this Agreement in a timely manner and satisfactory to UNFPA, and furnishing all other information covering the WPs and the use of any cash, supplies and equipment transferred to it by UNFPA that UNFPA may reasonably ask for;
5. Exercising the highest standard of care when handling and administering the cash, supplies and equipment provided to it by UNFPA, and ensuring that its personnel will conduct itself with the highest standards of integrity and care in the administration of public assets including money.

Article VI

Responsibilities of UNFPA

1. UNFPA will contribute to the implementation of the WPs by undertaking the responsibilities allocated to it in this Agreement, including by:

1. Commencing and completing the responsibilities allocated to it in the WPs in a timely manner, provided that all necessary reports and other documents are available;
2. Making transfers of cash, supplies and equipment in accordance with the provisions of this Agreement;
3. Undertaking and completing monitoring, evaluation and oversight of the WPs;
4. Liaising on an ongoing basis, as needed, with the Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders; and
5. Providing overall guidance, oversight, technical assistance and leadership, as appropriate, for the implementation of the WPs, and making itself available for consultations as reasonably requested.

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| Note to UNFPA user: Enter ONLY one of the two following text options. |

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| *If IP is not a Government entity, enter:* | *If IP is a Government entity, enter:* |
| 2. Support costs shall be reimbursable by UNFPA to the IP at a support cost rate as agreed between the Parties in the WP. The IP shall record the support costs in the FACE forms to be submitted to UNFPA in accordance with the terms of this Agreement. The IP acknowledges that its requests for reimbursement of support costs included in the FACE forms shall constitute a part of the scope of audit to be conducted in accordance with the relevant provisions of this Agreement. | 2. The IP shall not be entitled to the reimbursement by UNFPA of any support costs. |

Article VII

Workplans

1. The Parties will conclude one or several WPs as the case may be. WPs shall be signed by duly authorized representatives of the Parties.

2. WPs may be modified only by written agreement between the Parties.

Article VIII

Inputs by UNFPA towards Implementation of Workplans

***(A) Cash Transfer by UNFPA to/on behalf of IP***

General provisions:

1. UNFPA will provide the IP with financial assistance for the IP’s activities as stipulated in the WPs (the “Cash Transfer”), subject to the availability of funds and the terms of this Agreement. UNFPA’s assistance to the IP will not exceed the amounts included in the WPs. UNFPA will provide such financial assistance to the IP following three Cash Transfer modalities (the “Cash Transfer Modalities” and each a “Cash Transfer Modality”:

1. Advance payment by UNFPA to IP (referred to in the HACT as “Direct Cash Transfer”);
2. Reimbursement by UNFPA to IP (referred to in the HACT as “Reimbursement”); and
3. Payment by UNFPA on IP’s behalf to IP’s vendor or supplier (referred to in HACT and in this Agreement as “Direct Payment”).

2. The Cash Transfer shall be done in installments as identified in the WPs or as otherwise decided by UNFPA (the “Cash Transfer Installments” and each one of them separately a “Cash Transfer Installment”). Each Cash Transfer Installment will be done following such Cash Transfer modality as decided by UNFPA.

Cash Transfer procedures:

3. Cash Transfer Installments will be transferred to or, where the Direct Payment modality is used, on behalf of the IP solely to contribute to the implementation of the WPs. The IP agrees that the funds so transferred will be used exclusively for the implementation of the WPs.

4. UNFPA will make each Cash Transfer Installment to or, where the Direct Payment modality is used, on behalf of the IP in response to a written request from the IP, in accordance with the following procedures:

*(I) Procedures for requests for Cash Transfer Installments under all three Cash Transfer Modalities:*

* + 1. Unless otherwise agreed between the Parties in writing, every three calendar months during the term of this Agreement (“Quarter Year Period” or “Quarter”) the IP will provide UNFPA with a written request for the Cash Transfer Installment specified in the WP. The IP will do so using the FACE form. The request shall be signed by an Authorized Officer.
    2. The first written request, using the FACE form, may be made as soon as this Agreement and the WP have been signed by both Parties. If such written request is in proper form and complete, UNFPA will determine the amount to be transferred and will transfer that amount to or, where the modality of Direct Payment is used, on behalf of the IP within a reasonable time.
    3. Unless otherwise agreed between the Parties in writing, the second and each subsequent written request, using the FACE form, may not be made before expenditures have been reported to UNFPA, using the FACE form, and activity progress has been reported using the WP Progress Report. If such second or subsequent request is received in a timely fashion and is in proper form and complete, UNFPA will determine the amount to be transferred and will transfer that amount to or, where the modality of Direct Payment is used, on behalf of the IP within a reasonable time.

*(II) Additional procedures applicable only to Direct Payment modality:*

* + 1. The IP may forgo the use of the FACE form and submit a written request for a Direct Payment using the UNFPA Direct Payment request form. The written request for Direct Payment may be submitted by the IP to UNFPA at any time during the course of any Quarter Year Period.
    2. Regardless of whether the written request for a Direct Payment is submitted using the FACE form or the UNFPA Direct Payment request form, the written request shall in all cases include:

(i) Vendor’s banking information;

(ii) The original invoice(s) issued by vendor to the IP;

(iii) A written statement by an Authorized Officer certifying that the vendor delivered the goods and/or performed the services satisfactorily and in accordance with the terms of the contract between the IP and the vendor.

Special terms and conditions for Cash Transfer Installments:

5. Any request for a Cash Transfer Installment by the IP shall fulfill the following criteria to the satisfaction of UNFPA, failing which UNFPA may decide not to honor the request in whole or in part:

(a) The amount and purpose of the request shall correspond to the provisions of the WP, including its schedule and budget;

(b) The request shall be reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;

(c) There shall be no other grounds for believing the expenditure is in contravention of this Agreement, including the WP; and

(d) Prior Cash Transfer Installments shall have been reported on to UNFPA’s satisfaction in accordance with Article X of this Agreement.

6. UNFPA may decide to adjust the amount of any Cash Transfer Installment where it has reason to do so, including:

(a) To take into consideration the general progress made to date under the WPs;

(b) To offset any unspent or unreported balance remaining with the IP from any previous Cash Transfer Installment; or

(c) To account for interest earned by the IP from a previous Cash Transfer Installment.

7. UNFPA will only be required to transfer to or, where the Direct Payment modality is used, on behalf of the IP the amount UNFPA determines is due under the terms of this Agreement. The IP agrees that UNFPA will not be liable to the IP or any third party, including the IP’s vendor or supplier, for any amounts that UNFPA determines are not owing under this Agreement.

8. The administration by the IP of the Cash Transfer shall be carried out under its own financial regulations, rules and procedures to the extent that they are appropriate. Where UNFPA determines that the IP’s financial regulations, rules and procedures are not appropriate, UNFPA shall give written notice to the IP and in such case UNFPA may decide to implement the WP or any parts thereof (including any procurement activities) directly.

9. Where the IP buys goods or services from the Cash Transfer, the IP shall do so giving due consideration to the following principles:

1. Best value for money;
2. Fairness, integrity and transparency;
3. Competition.

10. The Cash Transfer other than Direct Payments shall be made by UNFPA to the following bank account:

(a) Bank name: [ ]

(b) Bank address: [ ]

(c) Account title: [ ]

(d) Account No.: [ ]

(e) Bank contact person: [ ]

***(B) Transfer of supplies/equipment by UNFPA to IP***

11. Supplies and equipment transferred to the IP by UNFPA will be used exclusively for the implementation of the WPs, unless UNFPA agrees otherwise.

12. The IP will become owner of the supplies and equipment when it receives them. In the event that UNFPA agrees to store the supplies and equipment for the IP or hold them on the IP’s behalf, the IP will become owner of those supplies and equipment as agreed between UNFPA and the IP.

13. UNFPA may decide that supplies and equipment should be reassigned towards the implementation of another WP, which may be implemented by the IP or by another implementing partner of UNFPA. In the latter case, the IP shall, upon written instructions by UNFPA, transfer ownership of the supplies and equipment to the implementing partner receiving them.

14. Exceptionally, UNFPA may decide in writing that UNFPA shall remain the owner of the supplies and equipment. The IP shall exercise the highest standard of care when using and administering such supplies and equipment, and the IP shall place UNFPA markings thereon in consultation with UNFPA.

Article IX

Record Keeping

1. The IP agrees to maintain books and records that are accurate, complete and up-to-date.

Cash Transfer:

2. The IP’s books and records will clearly identify all Cash Transfer Installments received by the IP as well as disbursements made by the IP under this Agreement, including the amount of any unspent funds. Without limiting the foregoing, the IP is required to maintain:

1. Records showing which transactions recorded in its accounting system represent the expenditures reported for each line on the FACE forms;
2. Original documentation including bills, invoices, receipts and any other relevant documentation, which shall be kept by the IP for a period of five years after the completion of the last WP or the termination of this Agreement, whichever happens later. Such documentation further includes purchase orders, suppliers’ invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers and any other relevant supporting documentation. The IP understands that a written statement by the IP that money has been spent is insufficient and cannot replace the original documentation to support expenditures.

Supplies/equipment:

3. The IP will maintain records of supplies and equipment purchased from the Cash Transfer or transferred to the IP in accordance with Article VIII (B) of this Agreement. Detailed inventories shall be taken by the IP and kept for a period of five years after the completion of the last WP or the termination of this Agreement, whichever happens later.

Article X

Reporting Requirements

1. The IP shall submit to UNFPA the reports as provided below. Such reports shall be in English, French or Spanish. Reports issued in other languages shall be accompanied by an official translation into one of the aforementioned languages.

***(A) Financial reporting***

Financial reporting using FACE form:

2. (a) Unless otherwise agreed between the Parties in writing,the IP will submit financial reports no later than 15 calendar days after the end of every Quarter, using the FACE form. However, it is understood that with respect to the cash transfer modality of Reimbursement as this term is defined and used in this Agreement: *(i)* the IP may submit financial reports no later than 60 (sixty) calendar days after the end of every Quarter; *(ii)* the IP may submit financial reports in respect of the last Quarter of every year no later than 20 (twenty) calendar days after the end of the Quarter. It is understood that such report may be based on a good faith financial estimate. The final financial report for the last Quarter of every year shall be due no later than 60 (sixty) calendar days after the end of the Quarter. It is further understood that with respect to the cash transfer modality of Direct Cash Transfer as this term is defined and used in this Agreement: *(iii)* the IP may submit financial reports no later than 30 (thirty) calendar days after the end of every Quarter; *(iv)* the IP may submit financial reports in respect of the last Quarter of every year no later than 20 (twenty) calendar days after the end of the Quarter. It is understood that such report may be based on a good faith financial estimate. The final financial report for the last Quarter of every year shall be due no later than 30 (thirty) calendar days after the end of the Quarter. The IP understands that, in accordance with Article VIII, paragraph 5 (d), of this Agreement, UNFPA will not make further Cash Transfer Installments, Reimbursement excepted, until the use of any previous Cash Transfer Installment has been reported in accordance with the terms of this Agreement. The FACE form:

(i) Shall only include expenditures that are identifiable and verifiable. (The term “identifiable” includes that the expenditures are recorded in the IP’s accounting system and that the accounting system shows which transactions represent the expenditures reported for each line on the FACE form. The term “verifiable” includes that the expenditures may be confirmed by the records in Article IX.)

(ii) Shall only include those expenditures that are directly attributable to the implementation of the activities included in the WP;

(iii) Shall only include expenditures that have actually been incurred and borne by the IP;

(iv) Shall not include any expenditures that are ineligible for Cash Transfer (“Ineligible Expenditures”, as stipulated in sub-paragraph (c) of this Article X, below);

(v) Shall include the balance of any unspent funds remaining from any previous Cash Transfer Installments;

(vi) Shall include any refunds or adjustments received by the IP against any previous Cash Transfer Installments;

(vii) Shall include interest earned on any unspent balance remaining from any previous Cash Transfer Installments.

(b) UNFPA shall have access, upon request, to all documents and records that support or may be deemed to support the information contained in the FACE form.

Ineligible Expenditures:

(c) The following are Ineligible Expenditures and, therefore, shall not be included in the FACE form:

(i) Expenditures not made for activities, or not necessary for the implementation of the activities, included in the WP;

(ii) Expenditures for value added tax (“VAT”) unless the IP can demonstrate to the satisfaction of UNFPA that it is unable to recover the VAT;

(iii) Expenditures covered by or relating to another WP;

(iv) Expenditures paid or reimbursed to the IP by another donor or entity;

(v) Expenditures in relation to which the IP has received an in-kind contribution from another donor or entity;

(vi) Support costs, if any, exceeding the support cost rate referred to in Article VI, paragraph 2, of this Agreement;

(vii) Expenditures other than support costs, if any, referred to in Article VI, paragraph 2 of this Agreement, that are not verifiable by records as provided in Article IX of this Agreement;

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| Note to UNFPA user: Enter ONLY one of the two following text options. |

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| *If IP is not a Government entity, enter:* | *If IP is a Government entity, enter:* |
| (viii) Salaries for IP’s employees exceeding the rates payable by UNFPA for comparable functions performed by locally recruited staff members at the relevant duty station; | (viii) Salaries for IP’s employees exceeding the established salary or pay scale rates of the IP for comparable functions, and in no case exceeding the rates payable by UNFPA for comparable functions performed by locally recruited staff members at the relevant duty station; |

(ix) Expenditures in respect of fees for individual consultants retained by the IP exceeding the rates payable by UNFPA for comparable services rendered by individual consultants;

(x) Expenditures for travel, daily subsistence and related allowances for the IP’s employees or consultants exceeding the rates payable by UNFPA to its staff members or consultants, as applicable;

(xi) Expenditures for the IP’s activities if the implementation of the activity has not been concluded. (The IP’s use of cash-based accounting, as the case may be, notwithstanding, the IP recognizes that UNFPA uses accrual-based accounting and, therefore, the expenditures for the IP’s activities constitute Ineligible Expenditures and may not be reported on the FACE form prior to the conclusion of the implementation of the activity. However, expenditures by the IP to its vendors or subcontractors are eligible for Cash Transfer and may be reported on the FACE form if the underlying contract specifies a payment and delivery schedule that supports the expenditure);

(xii) Expenditures that merely represent financial transfers between administrative units or locations of the IP;

(xiii) Expenditures that are not reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness;

(xiv) Expenditures that relate to obligations that were entered into after the end date of the relevant WP;

(xv) Debt and debt service charges;

(xvi) Expenditures made in contravention of any of the terms of this Agreement.

3. All financial reporting to UNFPA will be performed by the IP in the currency in which the Cash Transfer was made. The IP is not required to convert transactions into United States Dollars or any other currency.

Use of FACET:

4. In addition to using the FACE form, the IP may enter the information contained in the FACE form into FACET if so agreed between UNFPA and the IP.

***(B) Progress reporting***

5. The IP will submit to UNFPA quarterly narrative progress reports against the planned activities contained in the WP, using the WP Progress Report. Unless otherwise agreed between the Parties in writing, these reports are due 15 calendar days after the end of every Quarter and will be provided together with the FACE form.

Article XI

Winding up of IP’s Activities under Workplans

1. In the course of the implementation of the last WP, the Parties shall consult as to the disposition of all non-expendable property provided by UNFPA or acquired from the Cash Transfer to or, insofar as the Direct Payment modality was used, on behalf of the IP. UNFPA may decide that such non-expendable property shall be transferred for use by another implementing partner. In that case, the IP shall, upon written instructions by UNFPA, transfer ownership of such property to the implementing partner designated by UNFPA.

2. (a) On winding up of the IP’s activities under the last WP, the IP shall refund to UNFPA all amounts of money it is not entitled to, including:

* + - 1. Any unspent funds, which shall be reported on the final FACE form submitted by the IP;
      2. Any interest, which shall be reported on the final FACE form submitted by the IP.

(b) Such refunds shall be effected no later than 90 calendar days after the end date of the final WP or the effective date activities have ceased, whichever occurred earlier.

Article XII

Resolution of Disputes

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.

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.

Article XIII

Final Provisions

1. This Agreement shall enter into force on the date it is signed by both Parties. It shall expire on the last day of the Programme unless terminated earlier in accordance with the terms of this Agreement.

2. The first sentence of clause 6.0 of the General Terms and Conditions for Implementing Partner Agreements, entitled “INDEMNIFICATION”, is amended by the term “solely”, to read as follows: “IP 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 solely of IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and WPs.” The remaining part of clause 6 of the General Terms and Conditions shall remain unchanged.

3. Clause 8 of the General Terms and Conditions, entitled “COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS”, is amended as follows: “8.4 UNFPA hereby grants IP a non-exclusive, non-transferable, perpetual, worldwide license to use the intellectual property or other proprietary rights identified in clause 8.1 of these General Terms and Conditions. IP shall give appropriate recognition to UNFPA.”

IN WITNESS WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

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| **For the Implementing Partner:** | **For the United Nations Population Fund:** |
| Name: [ ] | Name: [ ] |
| Title: [ ] | Title: [ ] |
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**GENERAL TERMS AND CONDITIONS**

**FOR IMPLEMENTING PARTNER AGREEMENTS**

1. **LEGAL STATUS:** IP shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. IP’s employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **IP'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUBCONTRACTORS:** IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons 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. **ASSIGNMENT:** IP shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, including any WPs, or any of IP’s rights, claims or obligations under this Agreement except with the prior written consent of UNFPA.
4. **SUB-CONTRACTING:** IP may use the services of sub-contractors unless permission is withdrawn by UNFPA in writing in any particular case. IP shall ensure that IP’s sub-contractors do not use further tiers of sub-contractors, including sub-subcontractors, unless UNFPA has given prior written permission in each particular case. The use by IP of sub-contractors, or of further tiers of sub-contractors in the event that UNFPA has given prior written permission in accordance with the preceding sentence, shall not relieve IP of any of its obligations under this Agreement. The terms of any sub-contract, sub-subcontract and so forth shall be subject to, conform to and give full effect to the provisions of this Agreement.
5. **OFFICIALS NOT TO BENEFIT:** IP warrants that no official of UNFPA has received or will be offered by IP any direct or indirect benefit arising from this Agreement or the award thereof. IP agrees that breach of this provision is a breach of an essential term of this Agreement.
6. **INDEMNIFICATION:** IP 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 IP, or IP's employees, officers, agents or sub-contractors, in the performance of this Agreement and WPs. 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 IP, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
7. **ENCUMBRANCES/LIENS**: IP 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 IP.
8. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

**8.1** Except as is otherwise expressly provided in writing in the 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 IP has developed under the 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 IP acknowledges and agrees that such products, documents and other materials constitute works made for hire.

**8.2** At the request of UNFPA, IP 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 IP 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.

1. **USE OF UNFPA’s AND IP’s NAME, LOGO AND EMBLEM:** Each of the Parties is permitted to use the other’s name, logo, and emblem, as applicable, solely in connection with this Agreement and the implementation of the WPs, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party.
2. **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*, IP shall give notice and full particulars in writing to UNFPA, of such occurrence or change if IP is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. IP 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 it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to IP of a reasonable extension of time in which to perform its obligations under this Agreement.

**10.2** If the IP 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 this 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 any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided thatsuch acts arise from causes beyond the control and without the fault or negligence of the Party concerned.

**10.4** The IP acknowledges and agrees that, with respect to any obligations under this Agreement that the IP 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*.

1. **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 this Agreement or any WP 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 this Agreement.

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

a. if implementation of any WP has not commenced within a reasonable time;

b. if it decides that IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 13.3 b.) in connection with this Agreement;

c. should UNFPA’s funding decrease, be curtailed or terminated; or

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

**11.3** 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.

**11.4** Immediately upon sending or receiving a notice of termination UNFPA will cease disbursement of any funds under this Agreement and IP will not make any forward commitments, financial or otherwise, in connection with this Agreement.

**11.5** On termination of this Agreement, IP will transfer either to UNFPA or in accordance with UNFPA’s instructions the unexpended balance of the Cash Transfer held by IP and the unused supplies and equipment provided by UNFPA under this Agreement.

**11.6** If UNFPA exercises its right to terminate this Agreement, UNFPA will have the right to require IP to repay to UNFPA such amount of money, up to the total amount paid to IP by UNFPA prior to the date of the notice of termination, as UNFPA shall determine. It is understood that expenditures by the IP 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 IP will be made promptly upon receipt of UNFPA’s notice to pay.

**11.7** If UNFPA exercises its right to terminate this Agreement and decides that the WP is to be implemented by another organization, IP 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 IP by UNFPA and the provisions of paragraph 11.5 above will apply.

1. **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 UNFPA’s Executive Board.
2. **ASSURANCE ACTIVITIES:**

13.1 Audit:

a. At the request of and at such times as determined solely by UNFPA, IP will have its activities under this Agreement audited. Audits will be performed subject to such standards, scope, frequency and timing as decided by UNFPA (and may cover financial transactions and internal controls related to the activities implemented by IP). Upon request by UNFPA, IP shall furnish to UNFPA, prior to the start of the audit, a Letter of Representation to be signed by an Authorized Officer.

b. Audits as provided under paragraph 1 of this Article shall be conducted by individual or corporate auditors to be designated by UNFPA, such as, for example, an audit or accounting firm. However, insofar as IP is a Government entity, UNFPA, at the request of the Government, may agree that the audit shall be conducted by the Government’s supreme audit institution. IP shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, IP’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 IP’s premises at reasonable times and on reasonable conditions in connection with such access to IP’s personnel and relevant documentation and records. IP shall require its agents, including, but not limited to, IP’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.

c. In the event that the audit is conducted by auditors designated by UNFPA, UNFPA or the auditors will provide a copy of the final audit report to IP without delay. In the event that the audit is conducted by the Government’s supreme audit institution, IP will provide a copy of the final audit report to UNFPA without delay. IP 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.

13.2 Spot checks:

IP 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. IP shall provide its full and timely cooperation with any such spot checks, which shall include IP’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 IP’s premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP’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.

13.3 Investigation:

a. IP 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 IP relating to performance of this Agreement. The right of UNFPA to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. IP shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, IP’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 IP’s premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP’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. IP agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which IP 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.

1. **ASSESSMENTS:** IP agrees that UNFPA may from time to time conduct assessments of IP, including IP’s capacity and internal control framework (“assessment”). UNFPA may conduct such assessments subject to such standards, scope, frequency and timing as decided by UNFPA. IP shall provide its full and timely cooperation with any assessments. Such cooperation shall include, but shall not be limited to, IP’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 IP’s premises at reasonable times and on reasonable conditions. IP shall require its agents, including, but not limited to, IP’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any assessments carried out by UNFPA hereunder. It is understood that UNFPA may, at its sole discretion, contract for services of an individual or corporate person to conduct any assessment, or UNFPA may conduct the assessment with its own staff, employees and agents.
2. **REFUNDS/OFFSETS:** UNFPA shall be entitled to a refund from IP or to make an offset against any amounts payable to IP: for any amounts paid by UNFPA or used by IP 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 or used; for any amounts paid by UNFPA or used by IP as a result of IP or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice (as such terms are defined in clause 13.3 b.); for any unspent amounts; for any amounts transferred by UNFPA to IP but not included or properly reflected in any financial report (using the FACE form) or supported by appropriate documentation and records; for any amounts paid by UNFPA in relation to an Ineligible Expenditure; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement.
3. **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.
4. **OBSERVANCE OF THE LAW:** IP shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
5. **SEXUAL EXPLOITATION:** IP shall ensure that all its employees and personnel comply with the provisions of ST/SGB/2003/13 entitled “Special Measures for Protection from Sexual Exploitation and Sexual Abuse”, which is available at http://www.un.org/Docs/journal/asp/ws.asp?m=ST/SGB/2003/13.
6. **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 IP.
7. **NO SUPPORT TO TERRORISM:** IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment transferred by UNFPA to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999), available at http://www.un.org/Docs/sc/committees/1267; and (c) are not used, in the case of money provided by UNFPA, 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 decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.