



Livelihoods and Food Security Fund



## Grant Support Agreement

IN SUPPORT OF

THE LIVELIHOODS AND FOOD SECURITY FUND

**GRANTEE NAME:** World Concern Myanmar (WCM)

**GRANT NUMBER:** WCM/NU/07/2020

This Grant Support Agreement (hereinafter referred to as "Agreement") is made between the **United Nations Office for Project Services** (hereinafter referred to as "UNOPS") and **World Concern Myanmar (WCM)** **and address** (hereinafter referred to as "Grantee").

**WHEREAS** UNOPS desires to provide grant support to the Grantee in the context of the implementation of the Livelihoods and Food Security Fund (hereinafter referred to as "LIFT") managed by UNOPS as fund manager on behalf of the donor consortium of LIFT acting through the LIFT Fund Board for the implementation of **Shwe Kayi Lan Bawga Maymay (Shwe maymay), 'Mommy who is on the golden journey'** (hereinafter referred to as the "Activity"), as more specifically described in Annex B, on the terms and conditions hereinafter set forth, and

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

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

### 1. Agreement Documents

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

- i. This Agreement
- ii. Annex A: UNOPS General Conditions for LIFT Grant Support Agreements
- iii. Annex B: Description of Action
- iv. Annex C: Grant Budget
- v. Annex D: Work plan
- vi. Annex E: **Log Frame**/Theory of Change
- vii. Annex F: Reporting Templates
- viii. Annex G: LIFT Operational Guidelines

1.2 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Grantee and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

## 2. Purpose of the Agreement

2.1 The purpose of this Agreement is to provide support for the Activity being **Shwe Kayi Lan Bawga Maymay (Shwe maymay), 'Mommy who is on the golden journey'** in the Union of Myanmar as described in Annex B. None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex B.

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

## 3. Duration of this Agreement

3.1 This Agreement is effective and funds are granted by UNOPS as of **01 June 2018** or the date of the last signature below, whichever is the later.

3.2 Funds granted hereunder are available for program expenditures from the effective date specified in Clause 3.1 above to **30 November 2019**.

## 4. Grant Amount and Payments

4.1 UNOPS hereby grants to the Grantee the total amount of **USD799,738 (WORDS United States Dollars)** as shown in the Budget in Annex C.

4.2 Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone reports along with payment requests, subject to the Grantee's continued performance of its obligations under this Agreement:

Amount	Deliverables	Target Payment Date
USD 200,000	<p>Upon signature of the Agreement by both Parties, and receipt and acceptance of an invoice by UNOPS</p> <p>[include this row only if the first instalment (i.e. the amount for the inception phase plus 8%) is more than USD 250,000. If not, delete this entire row]</p>	[month/year]
Amount as per the approved activity plan and fund request for the period from the start date of the Agreement to 31 December <b>YEAR</b> (hereinafter referred to as "Inception Phase")	<p>Upon <b>signature of the Agreement by both Parties and</b> approval by both Parties of the work plan and fund request for the Inception Phase and receipt and acceptance of an invoice by UNOPS</p> <p>[delete highlighted text if the above row in the table applies i.e. that USD 200,000 will be payable as the first instalment]</p>	[month/year]
Amount as per the approved work plan and fund request for <b>YEAR</b>	<p>Upon approval by both Parties of the <b>YEAR</b> work plan and fund request, and following receipt and acceptance by UNOPS of:</p> <ul style="list-style-type: none"> <li>• An invoice;</li> <li>• The narrative progress report, pursuant to Annex A, Article 4.4;</li> <li>• The certified financial report, pursuant to Annex A, Article 4.6;</li> </ul> <p>[add rows as required, depending on duration]]</p>	[month/year]

<p>Amount as per the approved work plan and fund request for 1 January <b>YEAR</b> to <b>END DATE</b> minus 5% of the Agreement amount</p>	<p>Upon approval by both Parties of the work plan and fund request for 1 January <b>YEAR</b> to <b>END DATE</b>, and following receipt and acceptance by UNOPS of:</p> <ul style="list-style-type: none"> <li>● An invoice;</li> <li>● The narrative progress report, pursuant to Annex A, Article 4.4;</li> <li>● The certified financial report, pursuant to Annex A, Article 4.6;</li> <li>● Inventory list, pursuant to Article Annex A, 4.10; and</li> <li>● Monitoring and evaluation data sheets, pursuant to Annex A, Article 4.7.</li> </ul>	<p>[month/year]</p>
<p>5% of the Agreement amount</p>	<p>Upon completion of the audit of the final financial report and certification by the LIFT Fund Director of receipt and acceptance of:</p> <ul style="list-style-type: none"> <li>● An invoice;</li> <li>● The final narrative progress report pursuant to Annex A, Article 4.4;</li> <li>● The final certified financial report, pursuant to Annex A, Article 4.6; and</li> <li>● The final inventory list, pursuant to Annex A, Article 4.11; and</li> <li>● Monitoring and evaluation data sheets, pursuant to Annex A, Article 4.7.</li> </ul>	<p>One (1) month after the acceptance of all deliverables</p>

4.3 Eight per cent (8 %) of the amount of the Agreement in Clause 4.1 will be paid as bridging funds as part of the second payment in Clause 4.2, in addition to the amount requested for the Inception Phase, to cover the period from the end of the reporting period to the disbursement of funds. This amount will be deducted before the end of the Activity. In addition, **USD 200,000 shall** be deducted from the second payment in Clause 4.2 to ensure that the Grantee is disbursed the agreed amount for the Inception Phase.

[Please confirm that Clause 4.3 is applicable to your Agreement and, if so, if the first and second sentence regarding the 8% and the USD 200,000 payment is applicable. Delete any non-applicable language as necessary.]

## 5. Special Conditions

- 5.1 No expenditure may be funded under this grant to any of the companies listed in Annex II (B) of the Independent International Fact Finding Mission on Myanmar (found at: [https://www.ohchr.org/Documents/HRBodies/HRCouncil/FFM-Myanmar/EconomicInterestsMyanmarMilitary/A\\_HRC\\_42\\_CRP\\_3.pdf](https://www.ohchr.org/Documents/HRBodies/HRCouncil/FFM-Myanmar/EconomicInterestsMyanmarMilitary/A_HRC_42_CRP_3.pdf))
- 5.2 The Grantee shall perform a check against UNOPS' Vendor Sanctions List (<https://www.unops.org/business-opportunities/vendor-sanctions>) of all contractors, suppliers, and sub-Grantees before engaging them to perform any activities or to provide goods or services in the implementation of this Grant Support Agreement. Any entity that appears on the UNOPS' Vendor Sanctions List shall be considered ineligible for purposes of this Grant and reported to UNOPS
- 5.3 In addition to the General Conditions 4.7-4.9, the Grantee is required to update and finalize the Monitoring and Evaluation for Accountability and Learning Plan (MEAL Plan) during the **inception phase** of the project.
- 5.4 For the period covering January to March of each year of the agreement, the Grantee shall submit a quarterly M&E report by 30 April of the relevant year and for the period covering 1 July to 30 September, the Grantee shall submit the report by 31 October, Semi-Annual M&E reports and Annual M&E reports shall be submitted as usual reporting time (in addition to the M&E report referred to in Annex A, 4.7).

## 6. Correspondence

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

For UNOPS:  Ms. Sara Austin Netzer Fund Director LIFT Fund Manager Office Yangon / Myanmar <a href="mailto:Sarane@unops.org">Sarane@unops.org</a> Tel: 657278, 657280~7, 657703~ 4	For the Grantee:  [insert name, address, e-mail, phone]
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6.2 Any notice given by UNOPS or the Grantee shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses specified in Clause 6.1 above.

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

<b>FOR UNOPS:</b>  _____ Sara Austin Netzer LIFT Fund Director UNOPS  Date ( <b>mandatory</b> ):	<b>FOR THE GRANTEE:</b>  _____ [insert name] [title]  Date ( <b>mandatory</b> ):
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## **ANNEX A GENERAL CONDITIONS FOR LIFT GRANT SUPPORT AGREEMENTS**

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

- 1.1 The Grantee shall be responsible for complying with any legal obligations incumbent on them.
- 1.2 The Grantee shall carry out all activities for which it is responsible under this Agreement with due diligence and efficiency.
- 1.3 UNOPS shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activity's execution.
- 1.4 The Grantees shall make good any damage sustained by UNOPS as a result of the execution or faulty execution of the Activity.
- 1.5 Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that UNOPS shall not interfere in the exercise of such control. However, both the quality of the Grantee's work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNOPS. If at any time UNOPS is not satisfied with the quality of work or the progress being made toward achieving such goals, UNOPS may in its discretion (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Grantee; and/or (iii) seek any other remedy as may be necessary. UNOPS' determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Grantee insofar as further payments by UNOPS are concerned.
- 1.6 UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the Grantee.
- 1.7 The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.
- 1.8 The Grantee shall ensure that it is lawfully registered and authorised to carry out the Activity in the Union of Myanmar, unless the Grantee provides valid justification to UNOPS that it is unable to obtain such registration and authorisation until after the signature of this Agreement, in which case the Grantee shall obtain this as soon as possible. The acceptance by UNOPS of the Grantee's justification on this issue shall be at the sole discretion of UNOPS. UNOPS will not extend any assistance nor will it accept any responsibility for any such registration or authorization process, or failure thereof.
- 1.9 The Grantee and its sub-contractors shall not interfere with the political and religious affairs of the Union of Myanmar and shall abide by the laws and regulations of the country.

### **2. Role of the Grantee**

- 2.1 The Grantee shall:
  - (a) Have full responsibility for ensuring that the Activity is implemented in accordance with the Agreement;
  - (b) Be responsible, in the event of financial review, audit or evaluation for providing the necessary accounting documents;

- (c) Be responsible for providing all documents and information to UNOPS which may be required under the relevant payment requests;
- (d) Make the arrangements for providing the financial status documentation and financial guarantee, when requested; and
- (e) Ensure professional management of the Activity, including performance monitoring and reporting activities.

### **3. Payments to the Grantee**

- 3.1 Notwithstanding the amounts set out in Clause 4.2, UNOPS reserves the right to adjust upcoming instalments by the amount of the balance held by the Grantee, if any, resulting from funds already transferred by UNOPS and funds expended by the Grantee, and to reduce proportionally the overall amount mentioned in Clause 4.1 without thus incurring any liability of any kind under this Agreement.
- 3.2 All payments to the Grantee shall be in US dollars, and shall be deposited into the Grantee's bank account in accordance with the OneUNOPS vendor profile form completed and submitted by the Grantee to UNOPS.
- 3.3 The amount of payment of such Grant funds is not subject to any adjustment or revision because of price or currency fluctuations incurred by the Grantee in the performance of the activities under this Agreement.

### **4. Reporting and Evaluation**

- 4.1 Failure to submit the reports specified below without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 18.
- 4.2 The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance by UNOPS of the reports referred to below and the return of any unspent funds in accordance with this Agreement.
- 4.3 In addition to those reports required below, the Grantee shall submit any additional reports as may reasonably be required by UNOPS in connection with its obligations to submit reports to the donors **and the Government of the Union of Myanmar.**

#### Narrative reports

- 4.4 The Grantee shall submit the following narrative reports during the life of this Agreement and in the formats provided in Annex F:
  - (a) For the period covering the Inception Phase, the Grantee shall submit a narrative report within (1) month of the end of the Inception Phase;
  - (b) For the period covering 1 January to 30 June of each year of the Agreement, the Grantee shall submit a semi-annual narrative report by 31 July of the relevant year;
  - (c) For the period covering 1 January to 31 December of each year of the Agreement and, in the case of the first year of the Agreement, for the period covering the start date of the Agreement to 31 December of the relevant year unless otherwise advised by UNOPS, the Grantee shall submit an annual narrative report by 28 February of the following year; and
  - (d) For the period covering the entire duration of the Agreement, the Grantee shall submit a final narrative report within three (3) months of the end date of the Agreement.

4.5 In addition, if the start date of the Agreement is prior to 30 June of the relevant year, the Grantee shall submit a semi-annual narrative report for the period from the start date of the Agreement to 30 June by 31 July of the relevant year in English and in the format provided in Annex F.

#### Financial reports

4.6 The Grantee shall submit the following financial reports during the life of this Agreement in the formats provided in Annex F, in English:

- (a) For the period covering the Inception Phase, the Grantee shall submit a financial report within one (1) month of the end of the Inception Phase;
- (b) For the period covering the start date of the Agreement to 31 December of the relevant year, the Grantee shall submit an annual certified financial report by 28 February of the following year;
- (c) For the period covering 1 January to 31 December of each year of the Agreement, the Grantee shall submit an annual certified financial report by 28 February of the following year; and
- (d) For the period covering the entire duration of the Agreement, the Grantee shall submit a final certified financial report within three months of the end date of the Agreement.

#### Monitoring and evaluation reports

4.7 The Grantee shall be responsible for monitoring the progress of the Activity and evaluating its results and outcomes through the following procedures:

- (a) The Grantee shall submit quantitative targets with the narrative report for the Inception Phase required under Article 4.4(a) using standard indicators supplied by LIFT. The Grantee shall also notify UNOPS if these targets change throughout the implementation of the Activity; and
- (b) The Grantee shall submit monitoring and evaluation data with all narrative reports required under Articles 4.4(b) to (d) and Article 4.5 in accordance with the standard formats provided in Annex F.

4.8 The Grantee shall also conduct surveys to evaluate the outcomes of the Activity. These surveys will include common indicators as collected by all LIFT implementing partners and as agreed in consultation with LIFT. In addition:

- (a) When the Activity is for three or more years' duration, the Grantee shall be required to conduct a baseline survey, and an endline survey. The Grantee shall provide UNOPS with the terms of reference for the surveys for UNOPS' review prior to them being undertaken. Exemptions to these surveys are only allowable with prior agreement of UNOPS. All surveys will be analysed by and reports provided to LIFT; or
- (b) When the Activity is of less than three years' duration or when it is otherwise considered appropriate by LIFT, the Grantee shall agree to specific survey requirements with LIFT, which may be a modified or reduced version of those requirements stipulated in Article 4.8(a).

4.9 All obligations in Article 4.8 must be undertaken in a timely manner by the Grantee. UNOPS reserves the right to refuse any extension to the duration of the Agreement in the event that the Grantee fails to complete such obligations prior to the end date of the Agreement. Accordingly, any expenditure incurred after this date in undertaking the obligations in Article 4.8 shall not be considered allowable pursuant to Article 7. For the avoidance of doubt, nothing in this Article 4.9 shall be considered as a waiver of the Grantee's obligations in Article 4.8.

## Inventory reports

- 4.10 The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with funds supplied by UNOPS. The Grantee will submit an inventory of such equipment to UNOPS in the format as provided in Annex F, with this inventory to be attached to each annual financial report.
- 4.11 The Grantee shall submit a final inventory list of non-expendable equipment and items procured with the funds provided under this Agreement upon completion of the Activity or upon the early termination of this Agreement. This list shall be provided three (3) months before completion of the Activity or, in the case of early termination of this Agreement, within one (1) month of the date of termination. This list shall be in the format as provided in Annex F.

## **5. Intellectual Property Rights**

- 5.1 All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of this Activity, shall become the sole property of UNOPS.
- 5.2 The Grantee shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee's performance.
- 5.3 UNOPS shall provide the Grantee with an irrevocable, perpetual, royalty-free, non-exclusive, non-transferable license to use the intellectual property rights referred to in Article 5.1 for non-commercial research and teaching purposes including use of such intellectual property rights in funding applications to non-commercial third parties where such third parties would gain no rights over the intellectual property rights.
- 5.4 The Grantee shall take all reasonable measures to ensure that its agents, employees, subcontractors and independent contractors comply with the provisions of this Article 5.

## **6. Confidentiality**

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

## **7. Allowable Costs**

- 7.1 The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by UNOPS to be reasonable, allocable, and allowable in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and allowable costs apply:
- (a) Reasonable: shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business;
  - (b) Allocable costs: shall mean those costs which are incurred specifically in connection to the Agreement, and are provided in the estimated budget at Annex C; and
  - (c) Allowable costs: shall mean those costs which conform to any limitations in the Agreement.
- 7.2 The eligible costs must be incurred during the period of the Activity, specified in Clause 3 of the Agreement and recorded in the Grantee's accounts in accordance with accepted accounting procedures.
- 7.3 Prior to incurring a questionable or unique cost, the Grantee shall obtain UNOPS's written determination on whether the cost will be allowable.
- 7.4 It is UNOPS policy that no funds shall be paid as profit or fee to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to contractual relationships entered into by the Grantee under this Agreement.

7.5 The following shall not be considered allowable costs:

- (a) Payments to government agencies' bank accounts;
- (b) Costs for international travel to conferences, trainings, workshops or any other activity outside the country not directly related to the implementation of the Activity;
- (c) Any charges relating to taxes, customs duty for procurement, previous obligations, bad debts, fines and penalties, land and property, hospitality and political or religious propaganda; and
- (d) Exchange rate losses.

7.6 The Grantee may claim up to six per cent (6%) indirect costs based on the total direct costs.

## **8. Accounting, Audit and Records**

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

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

8.3 The Grantee shall also maintain a comprehensive file in respect of the grant funds, including but not limited to:

- (a) The initial proposal submitted by the Grantee, and any documentation relating to the process leading up to an amended and final proposal;
- (b) The final proposal and final budget;
- (c) A copy of the Agreement, signed by both Parties;
- (d) Any amendments to the Agreement;
- (e) Copies of all technical reports submitted to UNOPS;
- (f) Copies of all certified annual financial reports on the use of the grant funds;
- (g) Any correspondence with UNOPS; and
- (h) Final reports to be submitted in accordance with Articles 4.4 and 4.6.

8.4 UNOPS shall appoint auditors on an annual basis to ensure that the financial control systems of the Grantee are sound and that the accounting returns are true records. The following shall apply in the context of such annual audit reports:

- (a) Audits of each Grantee will be conducted in the local head office in Myanmar annually or as determined by UNOPS;
- (b) The terms of reference for audit reports will be drawn by UNOPS and provided to the Grantee in advance of the audit. The terms of reference will specify aspects of the

accounting and internal control systems to be reviewed such as financial controls, currency exchange, procurement and inventory management, among others;

- (c) Costs relating to external audits undertaken by UNOPS will be borne by UNOPS, unless otherwise agreed with the Grantee;
- (d) The audit report will be submitted to UNOPS and the Grantee with a management letter from the qualified auditors, addressing adequacies of the accounting and internal control systems; and
- (e) Adverse and disclaimer opinions from auditors will result in suspension of any further disbursement to the Grantee by UNOPS until the Grantee satisfactorily demonstrates that audit observations identified have been resolved.

8.5 In the event that the Grantee fails to submit a certified financial statement within the deadline set in this Agreement, UNOPS shall appoint an independent auditor to audit the financial statements. UNOPS may suspend further disbursements until such time as the audit report has been received, terminate the Agreement, and/or issue recovery orders.

8.6 In addition to the annual audit reports required under Article 8.4, UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending UNOPS funds at any time.

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

8.8 The Grantee shall allow UNOPS staff and outside personnel (including third party entities engaged by UNOPS) the appropriate right of access to sites and premises of the Activity, and to all records and information required in order to conduct a financial review or audit.

8.9 This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate Article 8.2 of this provision.

## **9. Bank accounts, Payment Advances and Refunds**

9.1 The Grantee shall maintain advances of UNOPS funds in dedicated and separate ledgers where the Contribution, income and expenditure relating to this grant are identifiable and auditable. In addition, the accounts in which advances of UNOPS funds are held by the Grantee should be interest bearing, unless:

- (a) The Grantee receives less than USD 100,000 in UNOPS awards per year;
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of USD 250 per year on UNOPS cash balances; or
- (c) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account.

9.2 Any income earned from the implementation of the Activity, including interest earned on advances, shall be returned to UNOPS or used for purposes as set forth in the approved work plan, and accounted for in financial reports.

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

- (a) Any balance of funds that has not been disbursed to the Grantee; or
- (b) UNOPS has advanced funds to the Grantee, but the Grantee has not expended them.

9.4 Notwithstanding Articles 9.3 (a) and (b) above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to UNOPS.

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

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

## **10. Revision of Agreement Budget**

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

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

- (a) To change the scope or the objectives of the Activity and/or revise the funding allocated among Activity objectives, subject to the permissible variations listed in Article 10.3;
- (b) To change a key person where specified in the Agreement, or allow a 25% reduction in time devoted to the Activity;
- (c) Additional funding is needed;
- (d) Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa; or
- (e) The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.

10.3 The Grantee may vary the budgeted cost of any single budget line, provided that:

- (a) The variation is, cumulatively, not more than ten per cent (10 %) of any of the budget sub-headers;
- (b) The variations are within the scope of the budget and work plan, not new or unplanned activities; and
- (c) The total grant amount approved by UNOPS is not exceeded.

Any variation exceeding ten per cent (10 %) of the budget sub-headings, or which involves new, unplanned activities outside of those defined in Annex B, requires written submission of a detailed justification, an appropriately revised budget and consent of UNOPS.

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

## **11. Procurement of Goods and Services**

- 11.1 Where implementation of the Activity requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- 11.2 The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organizational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.
- 11.3 Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 11.4 Procurement within Myanmar, whether for supplies or services, must be made from the private sector where possible. Restrictions may be imposed by UNOPS and/or LIFT. As is common practice, no salaries, consultancy fees or honoraria can be paid to employees of the government of Myanmar.
- 11.5 Procurement action for operational costs, as defined in Annex C, shall not take place any later than three (3) months before the end of the period of this Agreement unless agreed otherwise with UNOPS prior taking such action.
- 11.6 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

## **12. Sub-Grant Agreements**

- 12.1 Sub-grant agreements shall be made only with responsible Grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.
- 12.2 All sub-grant agreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement. Whenever a provision within this Agreement is required to be inserted in a

sub-agreement, the Grantee shall insert a statement in the sub-agreement that in all instances where UNOPS is mentioned, the Grantee's name will be substituted.

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

### **13. Third Party Claims**

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

### **14. Non-expendable equipment**

- 14.1 Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.
- 14.2 Three (3) months prior to the expiration of the Agreement, or as soon as possible after the submission of a termination notice by UNOPS or the Grantee, the Grantee shall submit a proposal to UNOPS regarding the transfer of any such equipment. The acceptance by UNOPS of the Grantee's proposal shall be at the sole discretion of UNOPS, and UNOPS retains the right to decide upon alternative options for the transfer of any or all of the equipment, in consultation with the Grantee and in accordance with the procedure laid out in Annex G.”.
- 14.3 Equipment purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex C throughout the duration of this Agreement
- 14.4 In the case of total damage, theft or other loss of any property purchased by the Grantee in its implementation of the Activity, the Grantee shall provide UNOPS with a comprehensive report, including a police report where appropriate, and any other evidence giving full details of the event leading to the loss of the property within one (1) month of the occurrence.

### **15. Anti-corruption**

- 15.1 The Grantee warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNOPS or any organization of the UN system.
- 15.2 The Parties declare their commitment to counteract corrupt practices in the execution of this Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as a corrupt practice.

### **16. Anti-terrorism**

- 16.1 The Grantee agrees to undertake all reasonable efforts to ensure that none of the UNOPS funds received pursuant to this Agreement are used to provide support to individuals or entities associated with terrorism and that the Grantees of any amounts provided by UNOPS hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via [https://www.un.org/sc/suborg/en/sanctions/1267/qa\\_sanctions\\_list](https://www.un.org/sc/suborg/en/sanctions/1267/qa_sanctions_list). This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

### **17. Suspension**

- 17.1 Whenever UNOPS considers that the Grantee is not performing to a satisfactory standard, UNOPS may suspend, in whole or in part, the Activity under the Agreement in order to renegotiate

and/or propose necessary amendments to the Agreement to redress the situation. When UNOPS suspends the Activity, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Activity.

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

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

17.4 The Activity, in whole or in part, which has been suspended, can be resumed once UNOPS and the Grantee have agreed on the terms of the continuation (including any extension of duration of the Activity). Any such agreement shall be in the form of a written amendment to the Agreement, pursuant to Article 19.

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

## **18. Termination**

18.1 If it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, UNOPS shall undertake consultations with the Grantee in an effort to remedy the breach of the Grantee's obligations. If, after thirty (30) days, the Grantee has failed to remedy the breach of its obligations, UNOPS may terminate this Agreement, in whole or in part, upon 30 calendar days' written notice to the Grantee.

18.2 Where sufficient funds have not been made available to UNOPS by its funding sources, UNOPS may terminate this Agreement at any time, in whole or in part, upon 14 calendar days' written notice to the Grantee.

18.3 The Grantee may terminate this Agreement at any time, in whole or in part, upon 30 calendar days' written notice to UNOPS.

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

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

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

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

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

## **19. Amendment**

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

## **20. Dispute Resolution**

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

## **21. Privileges and Immunities**

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

## **22. Force Majeure**

22.1 For the purpose of the present Agreement, force majeure shall mean 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 nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of either Party (hereinafter referred to as "Force Majeure").

22.2 Where a Party is rendered unable, wholly or in part, to perform its obligations under this Agreement due to Force Majeure, it must give notice and full particulars in writing to the unaffected Party as soon as possible but no later than seven (7) days after the affected Party becomes aware of the Force Majeure.

22.3 Subject to acceptance by the unaffected Party of the existence of such a Force Majeure, the carrying out of the Activity, or part of the Activity, may be suspended by the affected Party or, where the circumstances of the Force Majeure event otherwise frustrate the purpose of this Agreement, either in time or purpose, then either Party may terminate this Agreement by giving fourteen (14) days written notice to the other Party.

22.4 Nothing in this Article 22 shall affect the operation of Articles 18.4, 18.5 and 18.6.

## **23. Information and Communications**

23.1 The Grantee shall prominently display the LIFT logo at all sites where the Activity is being implemented. In addition, the Grantee shall credit LIFT in any promotional materials in accordance with Annex G.

23.2 The Grantee authorises UNOPS to publish its name, the maximum amount of the grant and a description of the Activity. A derogation to this Article 23.2 may be agreed with UNOPS should the communication or the publication of such information present a danger to the privacy of the beneficiaries of the Activity, to the security of the Grantee or the beneficiaries, or to the ability of the Grantee to implement the Activity, with any agreement to a derogation being at the sole discretion of UNOPS.

## **24. Child Protection**

24.1 The Grantee will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The Grantee will be responsible for protecting children from abuse of all kinds in the implementation of the Activity. This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees.

## **25. Sexual exploitation or abuse**

25.1 The Grantee shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its Personnel or any other persons engaged and controlled by the Grantee to perform any activities under the 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. UNOPS shall not apply the prohibition on sexual activity with any person less than 18 years of age to any case in which the Grantee's Personnel or any other person who may be engaged by the Grantee to perform any activities under the Agreement is legally married to a person who is under the age of 18 but over the age of majority or consent in his or her country of citizenship. In addition, the Grantee shall refrain from, and shall take all reasonable and appropriate measures to prohibit its Personnel 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 exploitative or degrading to any person.

## **ANNEX B DESCRIPTION OF ACTION**

[Note for draft: Please include brief description of the selected proposal or a simple concept note<sup>1</sup> by the grantee]

## **ANNEX C GRANT BUDGET**

[Note for draft: Please include simple cost breakdown of the selected proposal or simple concept note<sup>2</sup> by the grantee. ]

## **ANNEX D WORK PLAN**

[insert]

## **ANNEX E LOG FRAME**

[insert]

## **ANNEX F REPORTING**

Narrative, financial and asset reporting templates are available at the LIFT website on [www.lift-fund.org/](http://www.lift-fund.org/).

## **ANNEX G LIFT OPERATIONAL GUIDELINES**

The LIFT Operational Guidelines may be found at the LIFT website on [www.lift-fund.org/](http://www.lift-fund.org/).

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<sup>1</sup> The grant concept can be used for smaller grant support activities (below US\$ 50,000) often with small capacity community groups.

<sup>2</sup> The grant concept along with basic cost breakdown can be used for smaller grant support activities (below US\$ 50,000) often with limited capacity community groups.