

SUB-RECIPIENT AGREEMENT BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) AND A UNITED NATIONS ENTITY SUB-RECIPIENT

FOR A PROJECT FUNDED BY

THE GLOBAL FUND TO FIGHT AIDS, TUBERCULOSIS AND MALARIA (THE GLOBAL FUND)

A. SUMMARY OF ACTIVITIES

1. Host Country: Multicountry TB Asia UNDP	
2. UNDP Project Name: TB/MDR-TB interventions among Afghan refugees, returnees and mo	
3. UNDP Project Number:	4. Global Fund Grant Agreement Number, Program Start Date: 1759- 1 January 2019
5. Activities Start Date: 1/1/2019	6. Activities End Date: 31/12/2021
7. Nature of Activities: (the "Activities") TB/MDR-TB interventions among Afghan refugees, re	
8. Purpose of Activities: The overall goal is to create catalytic effect for increased impact amon	
9. Expected Outcome: Creating a catalytic effect for increased impact of Tuberculosis services.	
10. Contribution Amount: (the "Contribution") USD 320,787	
11. Sub-recipient's Support Costs: 7%	
12. Sub-recipient's Name: UNHCR	
13. Sub-recipient Contact Person's Name: Herve Isambert Title: Senior Public Health Officer Street address: Regional Coordinator Office for South East Asia, 55 Wireless Road, Pathumwan Telephone number: +66 (0) 2342 3525 Fax: +66 (0) 2254 2474 Email: isambert@unhcr.org	
14. UNDP Contact Person's Name: Kathryn Johnson Title: Human Rights and Gender Equality Consultant Street address: 3rd Floor, UN Service Building, Rajdamnern Nok Avenue, Bangkok Telephone number: +66 2 304 9100 Fax: +66 2 280-2700 Email: kathryn.johnson@undp.org	

15. Sub-recipient's Bank Account to which the Contribution will be transferred:

Beneficiary: UNHCR

Account name: UNHCR Voluntary Funds

Account number: CH79 0024 0240 D710 0000 5

Bank name: UBS AG

Bank address: UBS AG- Case Postale 2770, 1211 Geneva 2, Switzerland

Bank SWIFT Code: UBSWCHZH80A

Bank Code: NA

Routing instructions for disbursements: NA

The Sub-recipient shall be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities efficiently and effectively.

B. BUDGET AND DISBURSEMENTS

1. The total budget for the Activities is indicated in block 10 of Section A above, and is more fully described in the Work Plan.
2. The Sub-recipient shall be authorized to make variations up to ten (10) percent of any budget line item indicated in the Work Plan, provided that the total Contribution is not exceeded. The Sub-recipient shall promptly advise UNDP any time when the Sub-recipient is aware that the Contribution is insufficient to fully implement the Activities in the manner set out in this Agreement. UNDP shall have no obligation to provide the Sub-recipient with any funds or to make any reimbursement for expenses incurred in excess of the Contribution.
3. Disbursements shall be made by UNDP in accordance with the schedule of payments set forth in the Work Plan and paid into the bank account indicated in block 15 of Section A, above.
4. When making disbursements, UNDP shall notify the Sub-recipient's Contact Person of the following: (a) the amount transferred; (b) the value date of the transfer; and (c) that the transfer is from UNDP pursuant to this Agreement.
5. The Sub-recipient recognizes that disbursements hereunder are subject to the disbursement of funds by the Global Fund to UNDP under the Grant Agreement and that the amount of the Contribution, or any disbursements contemplated under this Agreement, could be reduced or eliminated if funds are not received by UNDP from the Global Fund.
6. UNDP acknowledges that the Sub-recipient shall not pre-finance the Activities. Notwithstanding the foregoing, should the amount of a disbursement given to the Sub-recipient be insufficient to incur urgent commitments and expenses in support of the Activities, the Sub-recipient may incur expenses with its own funds upon approval of UNDP, and subsequently request UNDP for reimbursement.

C. COST RECOVERY

1. The Sub-recipient's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget contained in the Work Plan.

D. REPORTING

1. The Sub-recipient shall provide UNDP with periodic reports on the progress and completion of the Activities and achievement of deliverables and performance targets set forth in the Work Plan.

2. More specifically, the Sub-recipient shall provide UNDP with a report in the form and substance acceptable to UNDP within thirty (30) days after the end of each of the periods indicated in paragraph 4 below ("Quarterly Report"). The Quarterly Reports shall reflect: (i) the financial activity during the quarter in question and cumulatively from the beginning of the Activities until the end of the reporting period, and (ii) a description of progress toward completion of the Activities and achievement of deliverables and performance targets set forth in the Work Plan. The Sub-recipient shall explain in the report any variation between the planned and actual performance of the Activities and achievement of the deliverables and performance targets for the period in question. .

3. The Sub-recipient shall include in the financial section of the Quarterly Reports: (i) a list of commitments and expenses incurred by the Sub-recipient in connection with the Activities over the quarter in accordance with the categories indicated in the Work Plan; (ii) any income accrued during the quarter in question and cumulatively from the beginning of the Activities until the end of the reporting period; (iii) reasons for the variance between the approved budget and actual expenses during the quarter; (iv) a request for disbursement; and (v) a reconciliation of the outstanding advances and foreign currency exchange loss or gain. Where the Sub-recipient uses the format of a standard UNDP project delivery report ("PDR") to report expenses incurred by it during the reporting period, the PDR shall be due within fifteen (15) days after the end of the periods indicated in paragraph 4 below. The other data, including commitments incurred and information required under clauses (ii)-(v) above, shall be due within 30 days. A copy of the financial section of the Quarterly Report shall be provided by UNDP to the Global Fund.

4. The Quarterly Reports shall cover the following time periods and shall be due on the following dates:

<u>Period Covered By Report</u>	<u>Report Due Date</u>
Jan. 1 - March 31	April 30 (April 15 for the PDR)
April 1 - June 30	July 30 (July 15 for the PDR)
July 1 - Sept. 30	October 30 (Oct. 15 for the PDR)
Oct. 1 - Dec. 31	Jan. 30 (Jan. 15 for the PDR)

5. The Sub-recipient shall also provide certified financial statements on an annual basis by 30 June of the subsequent year in which the funds disbursed from the Contribution are expended.

6. Within six (6) months after the termination of this Agreement, the Sub-recipient shall provide to UNDP a final report on the Activities and include a final financial report on the use of the Contribution, as well as inventory procured using the Contribution.

7. Without prejudice to the Resolution 59/272 of the General Assembly of the United Nations, establishing the "Single Audit Principle," the Sub-recipient also agrees to provide, compile and make available to UNDP any other record, document or information, verbal or written, which UNDP may reasonably request with respect to the Contribution, resources procured with the Contribution, and the Activities more generally.

E. INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property rights related to the Activities will belong to the Sub-recipient. UNDP and, if applicable, the relevant project Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

F. AUDITS

1. The Sub-recipient shall have financial audits conducted of expenditures related to the Activities in accordance with its internal and external auditing practices.

G. TERMINATION OF THIS AGREEMENT

1. This Agreement shall terminate upon completion of the Activities by the Sub-recipient or on the Activities end date, indicated in block 6 of Section A, above, whichever is earlier.

2. This Agreement may be terminated by either Party at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the Parties will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

H. REFUNDS OF UNSPENT BALANCES; RETURN OF RESOURCES

1. Upon termination of this Agreement, any unutilized resources procured with the Contribution and, upon submission of the certified financial statement indicated in Section D(6) above, any balance of funds from the Contribution that is undisbursed and uncommitted, will be returned to UNDP, unless otherwise agreed in writing by the Parties.

I. SETTLEMENT OF DISPUTES

1. The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Party.

J. AGREEMENT DOCUMENTS

1. The Parties agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) This Agreement;
- b) UNDP Project Document (Annex 1);
- c) Grant Agreement between UNDP and the Global Fund (Annex 2), which shall apply to any matters not specifically covered in this Agreement; and
- d) Work Plan, incorporating the description of the Sub-recipient's Activities, deliverables and performance targets, time frames and budget, and the schedule of payments (Annex 3).

2. If any special conditions are agreed between the Parties, they shall be attached hereto as Annex 4 and shall take precedence over the instruments listed in paragraph 1, above, in case of any inconsistency.

3. All the above shall form the entire agreement between the Parties (the "Agreement"), superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject

of this Agreement. The Agreement may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

For the Sub-recipient <i>UNHCR</i>		For UNDP	
Signature:	<i>[Handwritten Signature]</i>	Signature:	<i>[Handwritten Signature]</i>
Name:	<i>PAUL STRATBEER</i>	Name:	Jaco Cilliers
Title:	<i>HEAD - DONOR RELATIONS & RESOURCES MOBILISATION SERVICE</i>	Title:	Chief of Regional Policy and Programme
Date:	<i>6 February 2019</i>	Date:	4 February 2019