

**GRANT ARRANGEMENT  
BETWEEN  
THE KOREA INTERNATIONAL COOPERATION AGENCY AND  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
ON “Strengthening Women’s and Youth Leadership to Accelerate  
Participatory, Inclusive and Sustainable Local Governance and  
Development in the Stabilized Areas of North Kivu (DRC) ”**

This Grant Arrangement (hereinafter referred to as the “**Arrangement**”) is entered into by the Korea International Cooperation Agency (hereinafter referred to as “**KOICA**”) and the United Nations Development Programme (hereinafter referred to as “**UNDP**”, and each KOICA and UNDP individually, hereinafter referred to as a “**Side**” and together as the “**Sides**”).

*WHEREAS* the Sides recognize that this Arrangement is in line with the “Partnership Framework Agreement between the Government of the Republic of Korea and the United Nations Development Programme” signed on 25 April 2006 (hereinafter referred to as the “**Framework Agreement**”);

*WHEREAS* UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, crisis prevention and recovery, good governance and the rule of law through the “Strengthening Women’s and Youth Leadership to Accelerate Participatory, Inclusive and Sustainable Local Governance and Development in the Stabilized Areas of North Kivu (DRC)” (hereinafter referred to as the “**Project**”) as described in the Project Document for the Korea International Cooperation Agency (KOICA) attached hereto as Annex I;

*WHEREAS* KOICA desires to strengthen its cooperation with UNDP by making funds available to UNDP for the implementation of the Project to contribute to poverty reduction and sustainable development in the developing countries;

*NOW THEREFORE*, the Sides have reached the following understanding:

**PARAGRAPH 1.  
OBJECTIVES AND SCOPE**

1. The objective of this Arrangement is to (i) establish a framework of cooperation and facilitate collaboration between the Sides with respect to the Project and (ii) record KOICA’s agreement to provide financial assistance to UNDP in the form of a Contribution (as defined below) to support the Project.

2. The main objective of the Project is to strengthen the participation of women and young people in decision-making bodies and engagement in local development in the Stabilized Areas of North Kivu, Democratic Republic of Congo.
3. The duration of the Project will be from the date on *which* this Arrangement is signed until the end of the Project on December 31<sup>st</sup>, 2021.

**PARAGRAPH 2.  
FUNDING AND MANAGEMENT OF CONTRIBUTION**

1. KOICA will endeavour to provide financial support in the amount of three million United States Dollars (USD 3,000,000) (hereinafter referred to as the “**Contribution**”) for the Project from 2018 to 2021, subject to annual budgetary appropriations.
2. The Contribution is intended to cover the direct costs, linked to the project implementation and incurred by UNDP and/or an executing entity or implementing partner; and variable indirect cost incurred by UNDP headquarters and country offices structures through a General Management Support services fee (“GMS”).
3. KOICA will transfer its contribution hereunder to the following UNDP’s *account*:

*Account Name: UNDP US\$ Contributions Account*

*Bank Name: Citibank, N.A*

*Account Number: 36349562*

*Address: 111 Wall Street New York, NY 10043*

*SWIFT Code: CITIUS33*

*ABA Code: 021000089*

*Reference: Contribution from RoK for Strengthening Women's and Youth Leadership  
to Accelerate Participatory, Inclusive and Sustainable Local Governance  
and Development in the Stabilized Areas of North Kivu*

4. The Contribution will be transferred in four(4) instalments by KOICA upon receipt of written request of UNDP for the payment as follows:
  - (a) an initial instalment of one million United States Dollars (USD 1,000,000) upon the signature of this Arrangement by both Sides;
  - (b) the second instalment of six hundred and sixty seven thousand United States Dollars (USD 667,000) immediately after receipt of UNDP’s first annual report by KOICA (as per paragraph 4);
  - (c) the third instalment of five hundred and seventy two thousand United States Dollars (USD 572,000) immediately after receipt of UNDP’s second annual report by KOICA (as per paragraph 4); and

- (d) the final instalment of seven hundred and sixty one thousand United States Dollars (USD 761,000) after receipt of UNDP's third annual report by KOICA (as per paragraph 4).
5. Upon disbursement of each instalment of the Contribution, KOICA will inform UNDP by means of a written notice of such disbursement to Regional Bureau for Africa including the following information: (a) the amount transferred; (b) the value date of the transfer; and (c) that the transfer is from KOICA pursuant to this Arrangement.
  6. Upon receipt of each instalment of the Contribution, UNDP will notify KOICA of such receipt by means of a written notice.
  7. UNDP will administer the Contribution to implement the Project and maintain appropriate accounting records in accordance with UNDP's rules and regulations (including but not limited to accounting, asset disposal, auditing per the UN Single Audit Principle and investigations, cost recovery, financial and narrative reporting, UN operational exchange rate, procurement and project management) in respect of the receipt and management of the Contribution.
  8. The Contribution will be subject to the internal and external audit procedures by UNDP, in accordance with UNDP Rules and Regulations and by the persons designated by UNDP.
  9. Any balances remaining in the Project account after execution of all obligations under the Project with respect to the KOICA's Contribution will be reallocated to the subsequent period of the given operation, or if no subsequent period exists, UNDP will transfer any balance of the Contribution to KOICA after satisfaction of all commitments and liabilities incurred prior to the completion of the Project.

### **PARAGRAPH 3. IMPLEMENTATION**

1. The Sides will implement this Arrangement through a variety of mechanisms including:
  - (a) Interaction at the headquarters level;
  - (b) Engagement at the country level;
  - (c) Financial support for the Project;
  - (d) Exchange of information and consultation;
  - (e) Both Sides' joint or either Side's assessment, monitoring and evaluation;
  - (f) Participation in the meetings and other events hosted by the other Side; and
  - (g) Any other forms of cooperation jointly decided upon by the Sides
2. The Sides will join efforts and maintain a close working relationship in order to achieve the objectives of the Project and all implementation-related matters other than those stated

herein will be dealt with based on the Project Document attached herewith unless otherwise specified.

3. Changes within the Project budget are permissible provided they are made within the same budget objective and do not exceed 10% of the sum of the total Project budget, which is three hundred thousand United States Dollars(USD 300,000). Such changes will have to be explained in the relevant annual report and reflected in the relevant financial report. All other changes in the budgets are possible provided there is written consent from KOICA. The Sides acknowledge and agree that UNDP shall not pre-finance any activity under the Project. In the event of a cost overrun (as result of currency exchange fluctuations and/or market pricing affecting goods, services and works), UNDP will inform KOICA of this circumstance. KOICA will have no obligation to provide additional funding. The Sides further acknowledge and agree that in the event that no additional funding is available, UNDP will have the faculty to reduce, suspend and/or terminate the activities under the Project in consultation with KOICA.
4. With reference to the Project period extension, an official extension request will be submitted to KOICA by UNDP no later than three (3) months before the Project ends, including the statement of reasons, progress report to date with provisional financial report, and work plan for the remaining Project period.
5. UNDP will invite KOICA to major events related to the Project implementation such as the Project's Steering Committee, ceremonies and stakeholder meetings as a main contributor to and stakeholder of the Project.
6. The relevant UNDP office and KOICA country office in the Democratic Republic of Congo will communicate implementation related matters of the Project unless specified otherwise herein. The meetings between the relevant UNDP office and KOICA country office in the Democratic Republic of Congo will be reported to UNDP and KOICA headquarters by the relevant UNDP office and KOICA country office in the Democratic Republic of Congo respectively.
7. UNDP will be responsible for implementing the Project activities in line with the Project Document agreed by the Sides and being part of the present Arrangement as Annex I.
8. Any major decision related to the implementation that modifies the activities in the Project Document shall be agreed by Sides with a formal exchange between KOICA and UNDP at the headquarters level.
9. With regard to the amendment of the Arrangement, both Sides will communicate at the headquarters level as necessary and any amendment to this Arrangement shall be agreed upon by both Sides in writing.
10. When agreed mutually, KOICA can dispatch a KOICA Multilateral Cooperation Officer (KMCO) for the Project. KMCO will participate in the Project, subject to and in accordance with a subsequent agreement to be signed by Sides in this regard.

**PARAGRAPH 4.  
REPORTING, MONITORING AND EVALUATION**

1. UNDP will provide KOICA headquarters (through KOICA country office in the Democratic Republic of Congo) with the following reports during implementation of the Project, and as agreed in the Project Document:
  - (a) **Biannual Update** with relevant indicators summarizing the progress of the Project during the reporting period will be submitted to the KOICA country office in the Democratic Republic of Congo by the due date below.
  - (b) **Annual Report** comprising a narrative progress report for the previous 12 months and the provisional financial report with budget execution per activities, together with the work plan for the following 12 months will be submitted to the KOICA Headquarters by the due date below. UNDP will provide provisional financial reports as often as may reasonably be requested by KOICA.
  - (c) **Synthesis Report** including a summary of outputs and activities undertaken, achievements compared to the goals and objectives, provisional financial reports for the whole Project period and an evaluation of the Project will be submitted to the KOICA headquarters by the due date below.
  - (d) From UNDP Bureau for Management Services/Offices of Financial Resources Management, an **annual certified financial statement** as of 31 December every year to be submitted no later than 30 June of the following year.
  - (e) From UNDP Bureau for Management Services/Offices of Financial Resources Management, on completion of the Project, a **certified financial statement** to be submitted no later than 30 June of the year following the financial closing of the Project.

	<b>Type</b>	<b>Reporting Period</b>	<b>Due date</b>
<b>1</b>	Biannual Update	Date of signature - April 30 <sup>th</sup> , 2019	May 31 <sup>th</sup> , 2019
<b>2</b>	Annual Report	Date of signature - August 31 <sup>st</sup> , 2019	September 30 <sup>th</sup> , 2019
<b>3</b>	Biannual Update	September 1 <sup>st</sup> , 2019 - February 28 <sup>th</sup> , 2020	March 31 <sup>th</sup> , 2020
<b>4</b>	Annual Report	September 1 <sup>st</sup> , 2019 - August 31 <sup>st</sup> , 2020	September 30 <sup>th</sup> , 2020
<b>5</b>	Biannual Update	September 1 <sup>st</sup> , 2020 - February 28 <sup>th</sup> , 2021	March 31 <sup>th</sup> , 2021
<b>6</b>	Annual Report	September 1 <sup>st</sup> , 2020 - August 31 <sup>st</sup> , 2021	September 30 <sup>th</sup> , 2021
<b>7</b>	Synthesis Report	Date of signature - End of the Project	Within 180 days from the end of the Project

2. Reporting will begin from the signature of this Arrangement between both Sides, and last until the end of the Project. If the extension of the Project is approved by KOICA, the rescheduled reporting period and due date will be informed by KOICA to UNDP after mutual consultation.
3. Reports provided by UNDP shall be expressed in United States Dollars. Where necessary, grants, expenditures and income shall be converted into United States Dollars using the relevant operational rate of exchange set by the United Nations.
4. KOICA will review the reports based on KOICA's reports review criteria including budget execution rate, and progress against the original plan, the concreteness of the following year's work plan, monitoring and evaluation performance, and partnership and cooperation between Sides, etc. KOICA will fully communicate on the criteria with UNDP ahead of signing an agreement. KOICA may request UNDP to complement the reports in terms of contents or provide UNDP with its suggestions for improvement of the Project when necessary.
5. The Sides will jointly decide on the monitoring of the Project as follows;
  - (a) UNDP will monitor the Project in accordance with its rules and regulation;
  - (b) KOICA and UNDP may meet to check the progress of the Project as agreed between the Sides;
  - (c) KOICA may conduct its own or joint field visits for the purpose of monitoring of the Project, in consultation and cooperation with UNDP.
6. The Sides jointly decide on the evaluation of the Project as follows;
  - (a) UNDP will be responsible for initiating, organizing and following up project evaluations in accordance with the Project Document and UNDP's evaluation policy and guidelines;
  - (b) UNDP may consult KOICA on the terms of reference for the evaluation and invite the KOICA to participate in the evaluation at the KOICA's cost unless explicitly foreseen in the Project budget;
  - (c) KOICA may conduct its own mid-term and/or end-of-project and/or ex-post evaluation in consultation and cooperation with UNDP.

**PARAGRAPH 5.  
VISIBILITY**

1. UNDP will endeavour to maximize opportunities that facilitate recognition of KOICA's Contribution on the Project (e.g. through appropriate references in theme-related

documentation, public information, and due notice to third sides.)

2. In addition, UNDP will ensure the visibility of KOICA under this Arrangement.

#### **PARAGRAPH 6. FRAUD**

Both sides have a zero tolerance for fraud and recognize that it is important to take all necessary precautions to avoid corrupt, collusive or coercive practices. To that end, UNDP will maintain standards of conduct governing the performance of its staff, including the prohibition of corrupt, fraudulent, collusive and coercive practices in connection with the award and implementation of the Contribution in accordance with UNDP's Rules and Regulations.

#### **PARAGRAPH 7. GENERAL PROVISIONS**

1. Nothing in this Arrangement will be deemed or construed to create, or have been intended to create, an unincorporated business, a business partnership at law, joint venture, or any employment or agency relations between the KOICA and UNDP.
2. This Arrangement is not intended to create any legally binding rights or obligations, and will be carried out within the framework of the respective applicable laws and regulations of the Sides and subject to the availability of appropriated funds and personnel of the Sides.

#### **PARAGRAPH 8. DISPUTE RESOLUTION**

Any dispute arising from the interpretation or application of this Arrangement will be settled amicably through mutual consultation between the Sides, and such consultations shall be coordinated, with respect to KOICA and UNDP. If the Sides are unable to reach an agreement on any such any dispute, controversy or claim, or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The Sides agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

#### **PARAGRAPH 9. ENTRY INTO EFFECT, DURATION, AMENDMENT, TERMINATION**

1. This Arrangement will become effective upon signature by the Sides.
2. This Arrangement will remain in effect until completion of all obligations of the Sides.
3. This Arrangement may be extended if the Sides jointly decide to do so, in writing, prior to the date of termination. The Arrangement will be regarded as extended when the Project extension is approved by KOICA.
4. This Arrangement may be amended by the mutual written consent between the Sides.
5. This Arrangement may be terminated by either Side giving the other Side thirty (30) days' notice in writing, which details the reason for such termination.
6. Upon termination, for any unused portion of the Contribution made by KOICA hereunder, other than those irrevocably committed in good faith before the date of termination and those decided between the Sides as being required to finalize funded activities, UNDP will transfer the portion to KOICA. KOICA shall inform UNDP of the bank account information for this transfer.

**IN WITNESS WHEREOF**, the undersigned, duly appointed by KOICA and UNDP, respectively, have signed this Arrangement on December 21<sup>st</sup>, 2018 in two original copies, in the English language.

For and on behalf of  
Korea International Cooperation Agency

For and on behalf of  
the United Nations Development Programme



**Byung-gwan KIM**  
Director General,  
Multilateral Cooperation and  
Humanitarian Assistance Department



**Ahunna EZIAKONWA**  
Assistant Administrator and  
Regional Director for Africa

- Annex. 1. Project Document  
2. Project Proposal (KOICA Format)  
3. Report Format (Annual Report, Synthesis Report, Biannual Update)



**Annex I. PROJECT DOCUMENT**