Project Title: High Level Seminar to promote the effective implementation of the Treaty of San Jose

Project Number:

Implementing Partner:

Start Date: 2 Nov 2017    End Date: 4 Nov 2017    PAC Meeting date:

**Brief Description**

The Government of Costa Rica will organize a high-level technical meeting in San Jose on the 2nd and 3rd of November 2017. The main goal of this meeting is to promote the “Agreement Concerning Co-operation in Suppressing Illicit Maritime and Air Trafficking in Narcotic Drugs and Psychotropic Substances in the Caribbean Area” (the Caribbean Regional Agreement / CRA), also known as The Treaty of San Jose.

The Treaty of San Jose was opened for signature in April 10, 2003, and entered into force in September 18, 2008. The purpose of this agreement aims for States parties shall to “… shall co-operate to the fullest extent possible in combating illicit maritime and air traffic in and over the waters of the Caribbean area, consistent with available law enforcement resources of the Parties and related priorities, in conformity with the international law of the sea and applicable agreements, with a view to ensuring that suspect vessels and suspect aircraft are detected, identified, continuously monitored, and where evidence of involvement in illicit traffic is found, suspect vessels are detained for appropriate law enforcement action by the responsible law enforcement authorities” (Article 2).

The Treaty of San Jose provides a regional approach to international counter-narcotics trafficking by sea and air, a threat recognized by every country in or with interests in the Caribbean region. The Treaty of San Jose is one of the international instruments that can effectively foster cooperation among the countries. It complements many bilateral initiatives, brings the countries in the wider Caribbean closer operationally to the USA and its European allies with assets deployed in the region, and creates a link between the Caribbean countries and the Caribbean littoral states of Central America.

To date, the Treaty of San Jose has eight parties: Belize, Guatemala, Nicaragua, the Dominican Republic, France, the Kingdom of the Netherlands, the United States of America and Costa Rica.

Four countries have signed but not yet ratified the agreement: Honduras, Jamaica, Haiti, and the United Kingdom.

Costa Rica is the depository country of the Treaty.

The goal and objective of the Treaty of San Jose high level technical meeting to be held in San Jose in November 2017 is threefold:

1. To promote better use of the Treaty by the current 8 signatory states (Belize, Guatemala, Nicaragua, the Dominican Republic, France, the Kingdom of the Netherlands, United States of America and Costa Rica), which includes the promotion of knowledge of the treaty content and the mechanisms for its implementation and integration in the public policies of the countries.

2. To encourage ratification of the Treaty by Honduras, Jamaica, Haiti, and the United Kingdom.

3. To promote signing of the Treaty by countries who have shown great interest in the Treaty (such as Panama, Trinidad & Tobago) and to inform these and other nations about the benefits of joining the Treaty.
Invited participants

Costa Rica intends to invite the following countries to the high-level technical meeting:
1. Kingdom of the Netherlands
2. France
3. USA
4. Belize
5. Guatemala
6. Nicaragua
7. Dominican Republic
8. United Kingdom (including representatives from Cayman Islands, British Virgin Islands, Turks & Caicos Islands, Monserratt, Anguilla)
9. Haiti
10. Jamaica
11. Honduras
12. Panamá
13. El Salvador
14. Grenada
15. Dominica
16. Antigua & Barbuda
17. Saint Kitts & Nevis
18. Trinidad & Tobago
19. Bahama's
20. Barbados
21. Saint Lucia
22. Saint Vincent & Grenadines
23. Suriname
24. Guyana

Each country delegation will be composed of high level delegates related to national and maritime security, and anti-drug policies and transnational crimes.

As "Observers" the Ambassadors residing in San Jose of the following countries will be invited:
Canada, Spain, México, Colombia, Cuba.

Contributing Outcome (UNDAF/CPD, RPD or GPD):

UNDAF Outcome 1.1. The different social actors participate actively and have strengthened capacities for dialogue aimed at forging agreements that accelerate achievement of the SDGs (UNDAF Indicator 1.1.6. Number of multisectoral proposals (policies, programs, etc.) that incorporate recommendations for comprehensively addressing citizen security)

<table>
<thead>
<tr>
<th>Total resources required:</th>
<th>USD144.322,81</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total resources allocated:</td>
<td></td>
</tr>
<tr>
<td>UNDP TRAC:</td>
<td></td>
</tr>
<tr>
<td>Donor: 111.322,81</td>
<td></td>
</tr>
<tr>
<td>Government: 33.000.00</td>
<td></td>
</tr>
<tr>
<td>In-Kind:</td>
<td></td>
</tr>
</tbody>
</table>

Unfunded:

Agreed by (signatures):

<table>
<thead>
<tr>
<th>Government</th>
<th>UNDP</th>
<th>Implementing Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name:</td>
<td>Print Name:</td>
<td>Print Name:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

1 Note: Adjust signatures as needed
I. DEVELOPMENT CHALLENGE (1/4 PAGE – 2 PAGES RECOMMENDED)

The Caribbean region is a gateway between Europe and the Americas, and is vulnerable to common challenges, such as the direct or indirect consequences of illicit trade and transnational crime. By organising the High-Level Technical Meeting on the Treaty of San Jose, and highlighting this operational instrument in the fight against illicit trade in narcotics throughout the wider Caribbean region, it also contributes to furthering citizen security in the Caribbean region by exploring our common concerns and opportunities, as underlined in the UNDP’s policy papers on security and human rights in Central America and the Caribbean.

Due to constant shifts (balloon effect) in drugs-trafficking, the Caribbean Basin has become an important transit area for transnational organized crime involved in illicit trade in drugs and arms, human trafficking and/or money laundering. At the same time the production and consumption of drugs is also increasing. Violence in drugs related crimes is often related to ineffective criminalisation and enforcement efforts, especially so in more marginal areas.

In the context of the OAS this vicious circle has led to severe questioning of the ‘war on drugs’ and a search for more effective ways to reduce the negative impact of violence and insecurity on the population. Our primary interest is for our countries and region to be safe and secure. This requires a regional and comprehensive approach. By promoting a regional approach in the fight against drug-trafficking, The Treaty of San Jose elaborates and supports such an agenda.

II. STRATEGY (1/2 PAGE - 3 PAGES RECOMMENDED)

The UNDP Office in San Jose will support the organization and facilitation of the main following operational activities:

- Conference venue and facilities
- Purchase of air tickets to international participants attending the event.
- Hotel Accommodation for international participants.
- Administration of the funds to be provided

1. Set up, facilitate and coordinate the logistics with the hotel for meeting participants ensuring pre-booking are made, monitoring of the rooming list with the hotels and other activities as required.

2. Establish financial policies and procedures, especially regarding to operational budget for the organization of the conference.
   a. Facilitate the communication process among all the partners involved in the development of the event.
   b. Facilitate strategic planning process, including customization and development.
   c. Generate written financial reports shortly after end of all phases of project.
   d. To coordinate with the UNDP Costa Rica Operations Manager the administrative process for obtaining at least three quotations for each service required for the organization of the event.
   e. Research appropriate venues and supplier costs considering quality, budget and reliability

Negotiate with suppliers of services to achieve best price within budget parameters

The UNDP Office in San Jose will support the organization and facilitation of the main following technical activities:

Facilitate coordination with other agencies of the United Nations System related to the themes of the Treaty of San José to:
1) strengthen technical assistance to the countries of the region;
2) contribute to the implementation of 2030 Agenda, under an integrated approach, mainly of the SDGs 16 and 17;
3) contribute with the Member States in the region to strengthen Prevention; the Protection of the Security of its Citizens and the Persecution of the crimes of Drug Trafficking, Transnational Organized Crime and Terrorism in the Oceans, the Territorial Sea, the Exclusive Economic Zones, etc., and
4) contribute to strengthening an efficient and integrated response of the UN System to the assistance required by the countries of the region to effective implement the Treaty.

III. RESULTS AND PARTNERSHIPS (1.5 - 5 PAGES RECOMMENDED)

Expected Results

The UNDP will have carried out the necessary logistics activities for the international participants to attend the meeting (purchased the air tickets and booked hotels rooms for international participants attending the event.)

The UNDP will have facilitated the participation and technical assistance of other agencies (UNO>DC and ILANUD) of the United Nations System and will have achieved coordinated, efficient and coherent action of the United Nations System to achieve the objectives of the meeting.

Resources Required to Achieve the Expected Results

USD129.000.00

Partnerships


Risks and Assumptions

A natural disaster occurred before the beginning of the event.

Stakeholder Engagement

- Identify key stakeholders and outline a strategy to ensure stakeholders are engaged throughout, including:
  - **Target Groups**: Identify the targeted groups that are the intended beneficiaries of the project. What strategy will the project take to identify and engage targeted groups?
  - **Other Potentially Affected Groups**: Identify potentially affected people and a strategy for engagement and ensuring they have access to and are aware of mechanisms to submit concerns about the social and environmental impacts of a project (e.g. UNDP’s Social and Environmental Compliance Review and Stakeholder Response Mechanism).
  - Each country delegation will be composed of at least 8 high level delegates related to national and maritime security, and anti-drug policies and transnational crimes.
  - As "Observers" the Ambassadors residing in San Jose of some countries of the region will be invited. The Government of Costa Rica is committed to use its highest diplomatic channels to ensure the participation of the countries convened. In addition, the meeting is part of the official activities of the Foreign Ministry of Costa Rica. Other countries interested in the meeting and allies of the region (United States and European Union) have expressed their highest interest in the meeting, which will result in a positive environment to guarantee the participation and attainment of the objectives of the meeting
  - South-South and Triangular Cooperation (SSC/TrC)
This high-level meeting is an example of triangular cooperation in which the Government of Costa Rica, the Government of the Netherlands and the United Nations are involved in achieving the implementation of the San José Treaty in the countries of the Caribbean region.

**Knowledge**

N/A

**Sustainability and Scaling Up**

- *Describe how the project will use relevant national systems, and specify the transition arrangement to sustain and/or scale-up results, as relevant. Describe how national capacities will be strengthened and monitored as relevant, and how national ownership will be ensured.*

Costa Rica is a country with significant progress in human development, a situation that is widely recognized at the international level. Although it is a high-income country in transition to high income, it is also recognized as a country that shares with the other countries of the region important challenges and structural gaps to achieve true multidimensional progress, which includes indicators of citizen security.

In addition, it is a country fully convinced of the interconnectivity that unites countries in common efforts and of the solidarity with which progress must be made to achieve sustainable development.

In this context, Costa Rica not only receives and should continue receiving flows of focused cooperation, but is a supportive country, offering technical cooperation that aspires to be a laboratory of successful experiences, with capacities and experiences that could be replicated in other States of the region, which is clearly an opportunity to achieve the sustainability of the efforts made in this proposal, both for the country and for the other countries in the region.

**IV. PROJECT MANAGEMENT (1/2 PAGES - 2 PAGES RECOMMENDED)**

**Cost Efficiency and Effectiveness**

i) Logistics and preparations

UNDP Costa Rica will provide for the logistical preparations of the Conference and function as the administrative point of contact during the high-Level Seminar.

UNDP Costa Rica maintains an open and permanent dialogue with the Government of Costa Rica and the other allies of the project, which will facilitate the integration of other agencies of the UN System to provide the technical assistance required to meet the objectives of the meeting. This will further strengthen the coherence, effectiveness and efficiency of the United Nations System in the country and the region.

**Project Management**

- Planned and synchronized activities related to meetings and events.
- Maintained contact with customer during event.
- Promoted, developed and implemented measures to achieve cost-effective improvements in operations.
- Controlled expenses and interacted with partners and external vendors.
- Coordination with travel agencies for buying air tickets for international participants.
- Coordination of booking hotel rooms for international participants.
- Coordination with other UN Agencies to bring high level technical assistance.
UNDP publishes its project information (indicators, baselines, targets and results) to meet the International Aid Transparency Initiative (IATI) standards. Make sure that indicators are S.M.A.R.T. (Specific, Measurable, Attainable, Relevant and Time-bound), provide accurate baselines and targets underpinned by reliable evidence and data, and avoid acronyms so that external audience clearly understand the results of the project.
<table>
<thead>
<tr>
<th>EXPECTED OUTPUTS</th>
<th>OUTPUT INDICATORS³</th>
<th>DATA SOURCE</th>
<th>BASELINE</th>
<th>TARGETS (by frequency of data collection)</th>
<th>DATA COLLECTION METHODS &amp; RISKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 1</td>
<td>Purchased of ATKTs and booked hotel rooms for international participants</td>
<td>1.1 List of participants confirmed and submitted by Cancilleria</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1.2 Established contact with Travel Agencies in order to get better prices.</td>
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<tr>
<td></td>
<td></td>
<td>1.3 Contract with the Venue of the Event for booking rooms for participants</td>
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<tr>
<td></td>
<td></td>
<td>1.4 Financial report</td>
<td></td>
<td></td>
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<tr>
<td>Output 2</td>
<td>Coordination of UN agencies to provide high-level technical assistance for the preparation and implementation of the high-level technical meeting.</td>
<td>2.1. At least two agencies of the UN System involved in the preparation and implementation of the event.</td>
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</tbody>
</table>

³ It is recommended that projects use output indicators from the Strategic Plan IRRF, as relevant, in addition to project-specific results indicators. Indicators should be disaggregated by...
sex or for other targeted groups where relevant.
VI. MONITORING AND EVALUATION

In accordance with UNDP’s programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans: [Note: monitoring and evaluation plans should be adapted to project context, as needed]

**Monitoring Plan**

<table>
<thead>
<tr>
<th>Monitoring Activity</th>
<th>Purpose</th>
<th>Frequency</th>
<th>Expected Action</th>
<th>Partners (if joint)</th>
<th>Cost (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Track results progress</strong></td>
<td>Meetings with the conference Meeting Group in order to get information about new confirmations of participants attending the event.</td>
<td>Weekly meetings with focal points of Cancilleria</td>
<td>Preparation of a general list of participants.</td>
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<tr>
<td><strong>Monitor and Manage Risk</strong></td>
<td>Dissemination of a general list of participants registered and confirmed for attending the event. Continuous discussion with all the partners of the technical meeting, to ensure an adequate focus of the agenda and workshop discussions.</td>
<td>Every two weeks</td>
<td>A contingency plan for last minute cancellations</td>
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<tr>
<td><strong>Learn</strong></td>
<td>An exchange of information among partners about the positive and negative results of the event.</td>
<td>At the end of the event</td>
<td>An evaluation meeting with partners.</td>
<td></td>
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<tr>
<td><strong>Annual Project Quality Assurance</strong></td>
<td>IDEM</td>
<td>IDEM</td>
<td>IDEM</td>
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</tr>
<tr>
<td><strong>Review and Make Course Corrections</strong></td>
<td>Internal review of data and evidence from all monitoring actions to inform decision making.</td>
<td>At least annually</td>
<td>Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.</td>
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<tr>
<td><strong>Project Report</strong></td>
<td>A brief Technical and Financial report will be submitted to the donor with the implementation of the sources.</td>
<td>At the end of the event.</td>
<td>An evaluation of the implementation of the funds.</td>
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<tr>
<td><strong>Project Review (Project Board)</strong></td>
<td>The UNDP Operations Manager will review on a weekly basis the procurement process for</td>
<td>Every week</td>
<td>Recommendations</td>
<td></td>
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</tbody>
</table>
buying the ATKTs and booking rooms for participants. UNDP technical staff will ensure the presence and participation of other UN agencies, including non-resident agencies, in order to achieve a correct approach during the preparation and implementation of the high-level meeting that contributes with the Member States in the region to strengthen Prevention; the Protection of the Security of its Citizens and the Persecution of the Crimes of Drug Trafficking, Transnational Organized Crime and Terrorism in the Oceans, the Territorial Sea, the Exclusive Economic Zones, etc. and the link with 2030 Agenda, especially SDGs 16 and 17.

<table>
<thead>
<tr>
<th>Evaluation Plan⁴</th>
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<tbody>
<tr>
<td>Evaluation Title</td>
</tr>
<tr>
<td>e.g., Mid-Term Evaluation</td>
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</tbody>
</table>

⁴ Optional, if needed
VII. **Multi-Year Work Plan**

All anticipated programmatic and operational costs to support the project, including development effectiveness and implementation support arrangements, need to be identified, estimated and fully costed in the project budget under the relevant output(s). This includes activities that directly support the project, such as communication, human resources, procurement, finance, audit, policy advisory, quality assurance, reporting, management, etc. All services which are directly related to the project need to be disclosed transparently in the project document.

<table>
<thead>
<tr>
<th>EXPECTED OUTPUTS</th>
<th>PLANNED ACTIVITIES</th>
<th>Planned Budget by Year</th>
<th>RESPONSIBLE PARTY</th>
<th>PLANNED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Y1</td>
<td>Y2</td>
<td>Y3</td>
</tr>
<tr>
<td><strong>Output 1:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gender marker:</td>
<td>1.1 Activity</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1.2 Activity</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>1.3 Activity</td>
<td></td>
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<tr>
<td></td>
<td>MONITORING</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td><strong>Sub-Total for Output 1</strong></td>
<td></td>
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<td></td>
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<tr>
<td><strong>Output 2:</strong></td>
<td></td>
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<tr>
<td>Gender marker:</td>
<td>2.1 Activity</td>
<td></td>
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<td></td>
<td>2.2 Activity</td>
<td></td>
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<tr>
<td></td>
<td>2.3 Activity</td>
<td></td>
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<tr>
<td></td>
<td>MONITORING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-Total for Output 2</strong></td>
<td></td>
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<td></td>
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<tr>
<td><strong>Evaluation (as relevant)</strong></td>
<td>EVALUATION</td>
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<tr>
<td><strong>General Management Support</strong></td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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</tbody>
</table>

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5 Cost definitions and classifications for programme and development effectiveness costs to be charged to the project are defined in the Executive Board decision DP/2010/32

6 Changes to a project budget affecting the scope (outputs), completion date, or total estimated project costs require a formal budget revision that must be signed by the project board. In other cases, the UNDP programme manager alone may sign the revision provided the other signatories have no objection. This procedure may be applied for example when the purpose of the revision is only to re-phase activities among years.
VIII. Governance and Management Arrangements

Explain the roles and responsibilities of the parties involved in governing and managing the project. While an example diagram is below, it is not required to follow this diagram exactly. A project can be jointly governed with other projects, for example, through a national steering sub-committee linked to Results Groups under the UNDG Standard Operating Procedures for countries adopting the Delivering as One approach.

Minimum requirements for a project's governance arrangements include stakeholder representation (i.e., UNDP, national partners, beneficiary representatives, donors, etc.) with authority to make decisions regarding the project. Describe how target groups will be engaged in decision making for the project, to ensure their voice and participation. The project’s management arrangements must include, at minimum, a project manager and project assurance that advises the project governance mechanism. This section should specify the minimum frequency the governance mechanism will convene (i.e., at least annually.)
IX. LEGAL CONTEXT

[NOTE: Please choose one of the following options, as applicable. Delete all other options from the document]

Option a. Where the country has signed the Standard Basic Assistance Agreement (SBAA)
This project document shall be the instrument referred to as such in Article 1 of the Standard Basic Assistance Agreement between the Government of (country) and UNDP, signed on (date). All references in the SBAA to “Executing Agency” shall be deemed to refer to “Implementing Partner.”

The Implementing Partner shall ensure best value for money, fairness, integrity, transparency, and effective international competition in the financial governance applied to implementing the project. This project will be implemented by [name of entity] (“Implementing Partner”) in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. In all other cases, UNDP’s Financial Regulations and Rules and governance procedures shall be followed.

Option b. Where the country has NOT signed the Standard Basic Assistance Agreement (SBAA)
The project document shall be the instrument envisaged and defined in the Supplemental Provisions to the Project Document, attached hereto and forming an integral part hereof, as “the Project Document”.

The Implementing Partner shall ensure best value for money, fairness, integrity, transparency, and effective international competition in the financial governance applied to implementing the project. This project will be implemented by [name of entity] (“Implementing Partner”) in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. In all other cases, UNDP’s Financial Regulations and Rules and governance procedures shall be followed.

Option c. For Global and Regional Projects
This project forms part of an overall programmatic framework under which several separate associated country level activities will be implemented. When assistance and support services are provided from this Project to the associated country level activities, this document shall be the “Project Document” instrument referred to in: (i) the respective signed SBAA for the specific countries; or (ii) in the Supplemental Provisions to the Project Document attached to the Project Document in cases where the recipient country has not signed an SBAA with UNDP, attached hereto and forming an integral part hereof. All references in the SBAA to “Executing Agency” shall be deemed to refer to “Implementing Partner.”

The Implementing Partner shall ensure best value for money, fairness, integrity, transparency, and effective international competition in the financial governance applied to implementing the project. This project will be implemented by [name of entity] (“Implementing Partner”) in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. In all other cases, UNDP’s Financial Regulations and Rules and governance procedures shall be followed.

X. RISK MANAGEMENT

[NOTE: Please choose one of the following options that corresponds to the implementation modality of the Project. Delete all other options.]

Option a. Government Entity (NIM)
1. Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the responsibility for the safety and security of the Implementing Partner and its personnel and property, and of UNDP’s property in the Implementing Partner’s custody, rests with the Implementing Partner. To this end, the Implementing Partner shall:
a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;

b) assume all risks and liabilities related to the Implementing Partner’s security, and the full implementation of the security plan.

2. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the Implementing Partner’s obligations under this Project Document.

3. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP 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 http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml.


5. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.

6. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.

7. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or using UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.

8. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.

9. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP projects and programmes. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner’s (and its consultants’, responsible parties’, subcontractors’ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.

10. The signatories to this Project Document will promptly inform one another in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

11. **Choose one of the three following options:**

   **Option 1:** UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by
UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner’s obligations under this Project Document.

Option 2: The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Note: The term “Project Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

12. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.

13. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.

14. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled “Risk Management” are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled “Risk Management Standard Clauses” are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.

Option b. UNDP (DIM)

1. UNDP as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)

2. UNDP as the Implementing Partner will undertake all reasonable efforts to ensure that none of the [project funds]7 [UNDP funds received pursuant to the Project Document]8 are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP 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 http://www.un.org/sc/committees/1267/ag_sanctions_list.shtml. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.


4. UNDP as the Implementing Partner will: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation
plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.

5. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.

6. UNDP as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor and sub-recipient:

a. Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of UNDP’s property in such responsible party’s, subcontractor’s and sub-recipient’s custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:

   i. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;

   ii. assume all risks and liabilities related to such responsible party’s, subcontractor’s and sub-recipient’s security, and the full implementation of the security plan.

b. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the responsible party’s, subcontractor’s and sub-recipient’s obligations under this Project Document.

c. Each responsible party, subcontractor and sub-recipient will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, subcontractors and sub-recipients in implementing the project or programme or using the UNDP funds. It will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.

d. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to each responsible party, subcontractor and sub-recipient: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. Each responsible party, subcontractor and sub-recipient agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.

e. In the event that an investigation is required, UNDP will conduct investigations relating to any aspect of UNDP programmes and projects. Each responsible party, subcontractor and sub-recipient will provide its full cooperation, including making available personnel, relevant documentation, and granting access to its (and its consultants’, subcontractors’ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with it to find a solution.

f. Each responsible party, subcontractor and sub-recipient will promptly inform UNDP as the Implementing Partner in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality. Where it becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, each responsible party, subcontractor and sub-recipient will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). It will provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

g. Choose one of the three following options:

   Option 1: UNDP will be entitled to a refund from the responsible party, subcontractor or sub-recipient of any funds provided that have been used inappropriately, including through fraud
or corruption, or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail any responsible party’s, subcontractor’s or sub-recipient’s obligations under this Project Document.

Option 2: Each responsible party, subcontractor or sub-recipient agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Project Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP will be entitled to a refund from the responsible party, subcontractor or sub-recipient of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement.

Where such funds have not been refunded to UNDP, the responsible party, subcontractor or sub-recipient agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Note: The term “Project Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

h. Each contract issued by the responsible party, subcontractor or sub-recipient in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from it shall cooperate with any and all investigations and post-payment audits.

i. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project or programme, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.

j. Each responsible party, subcontractor and sub-recipient shall ensure that all of its obligations set forth under this section entitled “Risk Management” are passed on to its subcontractors and sub-recipients and that all the clauses under this section entitled “Risk Management Standard Clauses” are adequately reflected, mutatis mutandis, in all its sub-contracts or sub-agreements entered into further to this Project Document.

Option c. CSO/NGO/Non-UN or other IGO with no signed SBEAA with UNDP
1. Consistent with the Article III of the SBEAA [for the Supplemental Provisions to the Project Document], the responsibility for the safety and security of the Implementing Partner and its personnel and property, and of UNDP’s property in the Implementing Partner’s custody, rests with the Implementing Partner. To this end, the Implementing Partner shall:
   a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;
   b) assume all risks and liabilities related to the Implementing Partner’s security, and the full implementation of the security plan.

2. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder...
shall be deemed a breach of the Implementing Partner’s obligations under this Project Document and the Project Cooperation Agreement between UNDP and the Implementing Partner.³

3. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no UNDP funds received pursuant to the Project Document are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP 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 [http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).


5. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.

6. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.

7. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or using the UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.

8. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at [www.undp.org](http://www.undp.org).

9. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP programmes and projects. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner’s (and its consultants’, responsible parties’, subcontractors’ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.

10. The Implementing Partner will promptly inform UNDP in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

11. Choose one of the three following options:

**Option 1:** UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner’s obligations under this Project Document.

³ Use bracketed text only when IP is an NGO/IGO
Option 2: The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Note: The term “Project Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with the Implementing Partner, responsible parties, subcontractors and sub-recipients.

12. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.

13. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.

14. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled “Risk Management Standard Clauses” are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled “Risk Management” are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.

Option d. UN Agency other than UNDP, and IGO with signed SBEAA with UNDP

1. [Name of UN Agency/IGO] as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)

2. [Name of UN Agency/IGO] as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor and sub-recipient that is not a UN entity:

   a. Consistent with the Article III of the SBEAA [or the Supplemental Provisions to the Project Document], the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of [Name of UN Agency/IGO]’s property in such responsible party’s, subcontractor’s and sub-recipient’s custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:

      i. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;

      ii. assume all risks and liabilities related to such responsible party’s, subcontractor’s and sub-recipient’s security, and the full implementation of the security plan.

   b. [Name of UN Agency/IGO] reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the responsible party’s, subcontractor’s and sub-recipient’s obligations under this Project Document.
3. [Name of UN Agency/IGO] agrees to undertake all reasonable efforts to ensure that none of the [project funds][10] [UNDP funds received pursuant to the Project Document][11] are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP 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 [http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).


5. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.

6. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.

7. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or programme or using the UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.

8. [This text should be included when the Implementing Partner is a non-UN IGO: The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at [www.undp.org](http://www.undp.org).]

9. [This text should be included when the Implementing Partner is a non-UN IGO: In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP projects or programmes. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner’s (and its consultants’, responsible parties’, subcontractors’ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.]

10. The Implementing Partner and UNDP will promptly inform one another in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

11. Choose one of the three following options:

Option 1: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner’s obligations under this Project Document.

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10 To be used where UNDP is the Implementing Partner

11 To be used where the UN, a UN fund/programme or a specialized agency is the Implementing Partner
Option 2: The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Note: The term “Project Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

12. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.

13. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.

14. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled “Risk Management Standard Clauses” are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled “Risk Management” are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.
XI. ANNEXES

1. **Project Quality Assurance Report**

2. **Social and Environmental Screening Template** [English][French][Spanish], including additional Social and Environmental Assessments or Management Plans as relevant. (NOTE: The SES Screening is not required for projects in which UNDP is Administrative Agent only and/or projects comprised solely of reports, coordination of events, trainings, workshops, meetings, conferences, preparation of communication materials, strengthening capacities of partners to participate in international negotiations and conferences, partnership coordination and management of networks, or global/regional projects with no country level activities).

3. **Risk Analysis.** Use the standard Risk Log template. Please refer to the Deliverable Description of the Risk Log for instructions

4. **Capacity Assessment**: Results of capacity assessments of Implementing Partner (including HACT Micro Assessment)

5. **Project Board Terms of Reference and TORs of key management positions**