



MICRO-CAPITAL GRANT AGREEMENT

MICRO-CAPITAL GRANT AGREEMENT BETWEEN THE IMPLEMENTING PARTNER AND THE RECIPIENT INSTITUTION FOR THE PROVISION OF GRANT FUNDS

Micro-Capital Agreement (hereinafter referred to as the "Agreement") made between the Implementing Partner **UNDP-ACT** and the Recipient Institution "**In Transformation Initiative**" (ITI).

WHEREAS the Implementing Partner **UNDP-ACT** desire to provide funding to the **RECIPIENT INSTITUTION** on the terms and conditions hereinafter set forth, and

WHEREAS the **RECIPIENT INSTITUTION ITI** is ready and willing to accept such funds from the Implementing Partner **UNDP-ACT** through the administration of UNDP for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the RECIPIENT INSTITUTION

1.1 The RECIPIENT INSTITUTION agrees to: 1) Undertake the Support to High Level Decision-Making in the Cyprus Peace Process activities; 2) Provide a final report. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its work plan.

1.2 The RECIPIENT INSTITUTION agrees to reach the performance targets contained in the work plan.

1.3 The RECIPIENT INSTITUTION agrees to inform the Steering Committee about any problems it may face in attaining the objectives agreed upon.

II. Duration

2.1 This Agreement will come into effect on May 18th 2015 and shall expire on July 31st 2015, covering the anticipated term of the project.

III. Payments

3.1 The Implementing Partner **UNDP-ACT** shall provide the **RECIPIENT INSTITUTION [ITI]** an amount of **8,500 USD (Eight Thousand Five Hundred US Dollars)**.

3.2 First payment shall be deposited into the **RECIPIENT INSTITUTION's** bank account of which the details are as follows:

NAME OF THE BANK: First National Bank
ACCOUNT HOLDER'S NAME: Transition to Transformation (In Transformation Initiative)
ACCOUNT NUMBER: 62407740738
SWIFT: FIRZAJJ

Regarding the RECIPIENT INSTITUTION's bank account for the following payments, the details will be determined.



3.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **RECIPIENT INSTITUTION** in the performance of the activities under this Agreement.

IV. Records, Information and Reports

4.1 The **RECIPIENT INSTITUTION** shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.

4.2 The **RECIPIENT INSTITUTION** shall furnish, compile and make available at all times to the Implementing Partner, UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the funds received by the **RECIPIENT INSTITUTION**.

4.3 On 31st July 2015, the **RECIPIENT INSTITUTION** shall provide the Implementing Partner with a report with respect to all expenditures made from such funds, utilizing the reporting format contained in Annex 2.

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

For UNDP:

Christopher Louise,
Programme Manager
UNDP Action for Cooperation and Trust
P.O. Box 21642, 1590 Nicosia, Cyprus]

For the **RECIPIENT INSTITUTION**:

Ivor H Jenkins - In Transformation Initiative
26 Duncker Crescent, Silver Lakes, Pretoria, 0054, RSA

V. General Provisions

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between the **RECIPIENT INSTITUTION [ITI]** and the Implementing Partner, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 The **RECIPIENT INSTITUTION** shall carry out all activities described in its Workplan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the **RECIPIENT INSTITUTION** shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that the Implementing Partner shall not interfere in the exercise of such control.

5.3 The Implementing Partner undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the **RECIPIENT INSTITUTION**.

5.4 The rights and obligations of the **RECIPIENT INSTITUTION** are limited to the terms and conditions of this Agreement. Accordingly, the **RECIPIENT INSTITUTION** and personnel performing



services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

5.5 The **RECIPIENT INSTITUTION** shall be solely liable for claims by third parties arising from the **RECIPIENT INSTITUTION's** acts or omissions in the course of performing this Agreement and under no circumstances shall the Implementing Partner be held liable for such claims by third parties.

5.6 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the **RECIPIENT INSTITUTION** shall promptly return any unutilized funds to UNDP.

5.7 The **RECIPIENT INSTITUTION** acknowledges that the Implementing Partner and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular Agreement. Although project related documents may indicate a total amount of funds that could be available for this **RECIPIENT INSTITUTION**, actual disbursements will be based upon the **RECIPIENT INSTITUTION** meeting performance targets. If any of the funds are returned to the Implementing Partner or if this Agreement is rescinded, the **RECIPIENT INSTITUTION** acknowledges that the Implementing Partner will have no further obligation to the **RECIPIENT INSTITUTION** as a result of such return or rescission.

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

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

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

5.10 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations, or UNDP.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Implementing Partner, and the **RECIPIENT INSTITUTION**, respectively, have on behalf of the Implementing Partner and the **RECIPIENT INSTITUTION** signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

On behalf of Implementing Partner:

Name: Christopher Louise
Title: Programme Manager
Date:
Signature:

A handwritten signature in cursive script, appearing to read 'Chris Louise', written in black ink.

On behalf of the RECIPIENT INSTITUTION:

Name: Iwan Jenkins
Title: Director
Date: 5/6/15
Signature:

A handwritten signature in cursive script, appearing to read 'Iwan Jenkins', written in black ink.



Amendment No. 1

Micro-Capital Grant Agreement between the United Development Programme and In Transformation Initiative (ITI)

Dear Mr. Jenkins,

With reference to the Micro-Capital Grant Agreement (MCGA) dated 18/05/2015 between In Transformation Initiative and UNDP-ACT and

Whereas; In Transformation Initiative (ITI) and UNDP-ACT now wish to amend the said Agreement in order to extend the activity 'Support to High-Level Decision Making in the Cyprus Peace Process', until 10th December 2015 and to add up to 21,500 USD, thus changing the total budget amount to 30,000 USD.

NOW THEREFORE, the relevant Agreement provisions indicated below are hereby amended to read as follows:

Budget

Item	Part I (as per ToRs - 1 expert for 3 days)	Part II (TBC) (as per ToRs - 3 experts for 3 days)
Flights and Insurance for	\$2,750	\$7,500
Fees	\$1,800	\$5,300
Accommodation/Meals	\$900	\$2,700
Subtotal	\$5,450	\$15,450
Administration fee		\$550
Total for Part I and Part II		\$21,500

Schedule of Disbursements

Based on the financial report submitted by ITI, there is an outstanding payment of \$676.81 to be transferred to ITI based on actual expenses incurred. Thus, an amount of \$1,823.19 remains the Micro-capital Agreement dated 18/05/2015.

Based on the budget allocated for the new activities as well as the outstanding payment to ITI, please find below the schedule of disbursements:

Instalment 1	Instalment 2	Instalment 3
\$ 3,000	Based on Actual Expenses upon receipt of report for Part I as indicated in the ToRs) <i>plus</i> \$ 7,500 (for Part II as indicated in the ToRs)	Based on Actual Expenses upon receipt of report due on 1 st December 2015
15 th October 2015	15 th November 2015	10 th December 2015



All other terms and conditions of the Grant Agreement, except as amended herein shall remain unchanged and shall continue in full force and effect.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Chris Louise', is written over the typed name.

Christopher Louise
Programme Manager

AGREED AND ACCEPTED

Signature

Name: Ivor Jenkins

Director of In-Transformation Initiative (ITI)

16/16/15

TERMS OF REFERENCE

Micro-Capital Agreement

Background

During the current phase of the UNDP-ACT programme entitled Crossroads for Civic Engagement, UNDP-ACT has worked with local and international partners to help a Cypriot inter-communal civil society sector to emerge as a recognized partner to the Cyprus peace talks. This builds on specific efforts to elevate the role of civil society to the policy level in order to affect the design and direction of the Cyprus peace process. In practical terms this translates into a focus on building and consolidating capacities to influence policy making on the island in relation to reconciliation between the two communities and the creation of spaces for the key people from political parties, the business community and key civic associations such as trade unions and NGOs, to design a credible Track II process, which could act as a support mechanism for the two Leaders and the participate negotiators.

Towards this aim, UNDP-ACT has been supporting a number of dialogues between political party representatives, senior civic and business leaders from the Greek Cypriot and Turkish Cypriot communities since 2011. This included the sharing of negotiation experiences from other conflicts such as South Africa and Northern Ireland among which sharing experiences from the Northern Irish peace process with Cypriot politicians in Nicosia in October 2011; a special session at the British House of Commons hosted by the UK All Party Parliamentary Group on Conflict Issues, which was led by Cypriot civil society leaders in May 2012; a high level workshop involving 60 senior Cypriot civic and political leaders in Malta in September 2013; the start of a multi-party dialogue process in April 2014, and a visit of the chief Cypriot negotiators to South Africa in April 2014.

More specifically, UNDP-ACT in collaboration with ITI, a South African NGO, has in April 2012 supported a visit of the Greek Cypriot chief negotiator, Mr Andreas Mavroyiannis and the Turkish Cypriot chief negotiator, Mr Kudret Ozersay to South Africa. The purpose of the visit was to introduce high level Cypriot decision-makers to the South African negotiating experience and demonstrate the tools and tactics which helped to make the negotiating process in South Africa successful. The visit aimed to support experiential learning and provide space for the two negotiators to build trust and mutual understanding. During the visit, the Cypriot negotiators were introduced to the key personalities which were responsible for the transition from Apartheid to a multi-racial democracy. This exposure provided a practical introduction to the significance of political and other social actors in the overall peace-making endeavour, with particular emphasis on the utility of civic dialogues that support the negotiations. Following the visit to South Africa, UNDP-ACT supported a follow-up visit of Mr. Roelf Meyer, the former chief negotiator in South Africa to Cyprus in July, 2014 where he met with the two Leaders, the two chief negotiators and political party representatives.

Collectively these activities have created a momentum for the engagement of political and civic leaders within each community and across communities to discuss issues on how to improve the quality of the peace process by supporting multiple broad-based and inclusive dialogues. They have contributed to building the momentum through which a genuine Track II process has emerged called the Cyprus Dialogue Forum, formally launched on the 12th March, 2015.



SCOPE OF WORK

Part 1: 2-4 November 2015

With the resumption of the talks in May 2015 and the intensification of the talks in the period of June-Sept 2015, the role of the Cyprus Dialogue Forum and the structured inputs it can provide to the formal process can potentially play a significant role in contributing towards a settlement in this critical conjuncture.

In this context, UNDP-ACT would like to collaborate with ITI (a) to advocate for the role of the Cyprus Dialogue Forum to the leadership of the two communities as an important component of the peace infrastructure both in a pre and post settlement phase and (b) to continue to support the political, economic and social leaders of the Cyprus Dialogue Forum to be able to place the Forum as an accompanying change mechanism to the formal change process.

Within the scope of this work, a visit of Mr Roelf Meyer is envisioned between the 2nd-4th November 2015. During the visit the following meetings are envisioned (the list is an indication of the type of meetings and their potential objectives – not an exhaustive list of meetings or objectives). A more detailed agenda along with background and objectives of each meeting will be provided closer to the time of the visit.

Position	Name	Key Objectives of Meeting
GC Leader	Mr Nicos Anastasiades	<ul style="list-style-type: none"> The importance of a inclusive track 1.5 process in reaching an agreement & importantly in the transition and implementation of the agreement The role that the Cyprus Dialogue Forum can play
TC Leader	Mr Mustafa Akinci	
GC Chief Negotiator	Mr Andreas Mavroyiannis	<ul style="list-style-type: none"> The importance of a inclusive track 1.5 process in reaching an agreement & importantly in the transition and implementation of the agreement The role that the Cyprus Dialogue Forum can play
TC Chief Negotiator	Mr Ozdil Nami	
Political Party Leaderships - participating in the Cyprus Dialogue Forum	AKEL, DISY, CTP, UBP, TDP, DP	<ul style="list-style-type: none"> Planning for the Transition process Their involvement in the CDF and the role of the Forum in the transition Discussion on the issues that each party believes are important
Political Party Leaderships not participating Forum	EDEK, DIKO, GREENS	<ul style="list-style-type: none"> The importance of a track 1.5 process in the process of reaching a political settlement and most importantly in the process of transition Their involvement in the Cyprus Dialogue Forum
Cyprus Dialogue Forum	Segments or Thematic Working Groups	<ul style="list-style-type: none"> Provide expertise as an Expert on political transformation and transition from experiences of the national dialogues/ dialogue spaces in Sri-Lanka, Colombia, South Africa etc Provide support and assistance to the political, social and economic stakeholders in the Cyprus Dialogue Forum as they are currently in the process of shaping their agenda items
	Implementing Committee	
US Ambassador	Amb. Kathleen Ann Doherty.	<ul style="list-style-type: none"> Provide an overview of ITI's engagement with the peace process and provide an assessment of the importance of the CDF in the current period and the transition process.

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Part II: A 2-3 day series of workshops between 23-25 November (subject to approval by the CDF steering committee)

Following the visit by Roelf Meyer, ITI will organize a 2-3 day visit of senior South African civic leaders to Cyprus will aim to bring together South African and Cypriot civic leaders to share comparative experiences in efforts towards reconciliation. The visit is envisaged to be a building block towards renewing approaches to reconciliation among Cypriot civic leadership with the aim of drawing from the practical knowledge and experience of their South African counterparts. Through workshops and roundtable discussions the group will draw from comparative experience in both contexts and analyse and compare various conflict resolution mechanisms that could be used in the Cyprus context. The series of workshops are envisaged to help Cypriot civic leaders build a more pragmatic vision for a post-settlement Cyprus that could lead to the development of a set of considerations or commitment for actions.

ITI will identify the South African participants and arrange for their travel and accommodation. The South African team will have a team leader who will be responsible for creating an agenda and content for the workshops. ITI will take responsibility for leading and managing the workshop proceedings. This activity was part of the original project document approved by UNDP NY in January 2014.

INPUTS

- UNDP-ACT will make the logistics arrangements for the meetings during the visit and provide transportation to and from meetings.
- ITI will make all other relevant logistics arrangements including flights and accommodation.
- ITI will design the workshop content and deliver the workshop through the selected team members.

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