

Grant Agreement



Deutsche Gesellschaft für
Technische Zusammenarbeit (GTZ) GmbH

The
UNITED NATIONS House
UNDP – Niger
P.O. Box 11207
Niamey
NIGER

Date:

19. Okt. 2007
Contract-No:
81095567

Processing-No:
06.2068.2-051.32

- hereinafter referred to as "the Recipient" -

and

**Deutsche Gesellschaft für
Technische Zusammenarbeit
(GTZ) GmbH**
Dag-Hammarskjöld-Weg 1-5
65760 Eschborn
Federal Republic of Germany

GTZ-Section:
4300

Responsible:
J. -R. Hein

Reference:
4300-he

- hereinafter referred to as the „GTZ" -

Herewith enter into the following Agreement for the Project
(project short title)

Commercial Section:
5031

**Strengthening M+E capacity of Global Fund Programmes (Tubercu-
losis, AIDS, Malaria)**

Responsible:
Stamm

Reference:
5031-ST

Country: **NIGER**

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65726 Eschborn

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65760 Eschborn

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Internet:
<http://www.gtz.de>

Sitz der Gesellschaft:
Eschborn/Taunus

Registergericht:
Amtsgericht Frankfurt am Main
Eintragungs-Nr. HRB 12394

USt-IdNr.: DE 113891176

Vorsitzender des Aufsichtsrates:
Staatssekretär Erich Stäther

Geschäftsführer:
Dr. Bernd Eisenblätter
Wolfgang Schmitt

Bankverbindung:
Commerzbank AG, Frankfurt am Main
(BLZ 500 400 00)
Konto-Nr. 58 89 555-00

WHEREAS GTZ has informed the Recipient of its willingness to contribute funds (hereinafter referred to as "the contribution") to the Recipient on a cost-sharing basis towards execution/implementation of the project,

WHEREAS the Recipient is prepared to receive and administer the contribution for the execution/implementation of the project,

WHEREAS UNDP is managing the funds for the Government of NIGER to support and strengthen the National Monitoring and Evaluation capacity of Global Fund Programmes (Tuberculosis, AIDS and Malaria) in NIGER.

WHEREAS the Government of NIGER has been duly informed of the contribution of GTZ to the project,

WHEREAS UNDP shall implement the project as Executing Entity,

Article 1

Amount and Purpose of the Grant

1.1 On behalf of the Government of the Federal Republic of Germany, the GTZ shall make available to the Recipient a grant of

€ 100.000

(Euros One hundred thousand)

1.2 The Recipient shall use the grant exclusively for expenditures within the Project described in Article 2 according to the Brief proposal summary (Annex 1) and the PNUD-Budget (Annex 2) which sets out details of the Project expenditures. The Brief proposal summary and the PNUD- Budget is attached hereto (Annex 1 and 2) and forms an integral part of the Agreement.

1.3 The grant is made available for the period from 01.10.2007 to 30.09.2008.

Only expenditures effected during this period and relating to activities carried out during this period may be financed from the grant. Otherwise the written approval by GTZ is required.

- 1.4 The Recipient shall use the GTZ grant only for expenditures as approved in the PNUD-Budget referred to in Art. 1.2 above.
- 1.5 The Recipient shall receive and administer the contribution in accordance with the regulations, rules and directives of the Recipient.
- 1.6 All financial accounts and statements shall be expressed in United States dollars.

Article 2

The Project

- 2.1 The primary aim of the Project promoted by the grant is to
strengthen Monitoring and Evaluation capacity of Global Fund Programmes (Tuberculosis, AIDS and Malaria)

This overall objective is defined by the following benchmarks:

Harmonising the Monitoring and Evaluation System for programmes, financed by the Global Fund by strengthening the epidemiological service centre, with a view to enhancing its operational capacity.

- 2.2 In order to achieve this aim, the following activities are planned:

- 1.) *Set up five (5) epidemiological surveillance centres in the following hospitals: Hôpital National Lamordé (Niamey), Hôpital National de Zinder and the Tegmental Hospitals at Agadez, Tahoua and Maradi.*
- 2.) *Set up a database for AIDS and tuberculosis programmes.*
- 3.) *Set up a technical quality surveillance centre.*
- 4.) *Train the staff in the centres established.*

Details are laid down in the Brief Proposal Summary (Annex 1) and the PNUD-Budget (Annex 2) which are attached hereto and become an integral part of the Agreement.

Article 3

Disbursement Procedure

3.1 The GTZ shall disburse the grant on a written and signed call for disbursement stating the processing no. 06.2068.2-051.32 and the contract no. 81095567. The grant shall be disbursed in two instalments

Upon Signature of Contract:	€ 50,000
30 th January 2008 on submission of a provisional report containing financial data by the UNDP Niger country office:	€ 50,000

3.2 All payments by the GTZ shall be effected into the Recipient's account no:

Bank of America
UNDP Euro Contributions Account
Account # 62722022
5 Canada Square, E14 5AQ London England
SWIFT Code: BOFAGB22
IBAN: GB59BOFA16505062722022

Ref: Project "Strengthening M+E capacity of Global Fund Programmes" (Tuberculosis, AIDS, Malaria).

All payments will be clearly identified by the GTZ Project Number and the UNDP Project ID Number. GTZ will inform UNDP when the contribution is paid via an e-mail message with remittance information to contributions@undp.org.

3.3 The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the Recipient of the payment, the value of the balance of funds

still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, the Recipient shall inform GTZ with a view to determining whether any further financing could be provided by the GTZ. Should such further financing not be available, the assistance to be provided to the programme/project may be reduced, suspended or terminated by the Recipient.

- 3.4 The above schedule of payments takes into account the requirement that the payments shall be made in advance of the execution/implementation of planned activities. It may be amended to be consistent with the progress of project delivery.
- 3.5 The amounts paid into the afore-mentioned account by the GTZ shall receive interest as far as permissible within the scope of the relevant regulations and rules of the Recipient. The interest accruing in this connection shall be credited to the UNDP Account.
- 3.6 The execution/implementation of the responsibilities of the Recipient and of the Executing Entity/ Implementing Partner pursuant to this Agreement and the project document shall be dependent on receipt by the Recipient of the contribution in accordance with the schedule of payment as set out in Paragraph 3.1, above.
- 3.7 If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), the Recipient shall submit to GTZ on a timely basis a supplementary estimate showing the further financing that will be necessary. GTZ shall use its best endeavours to obtain the additional funds required.
- 3.8 If the payments referred to in Paragraph 3.1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with Paragraph 3.7 above is not forthcoming from GTZ or other sources, the assistance to be provided to the programme/project under this Agreement may be reduced, suspended or terminated by the Recipient.
- 3.9 In accordance with the decisions and directives of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution shall be subject to cost recovery by the Recipient for

Indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the contribution shall be charged a fee equal to 5%.

The contribution made available according to Article 1 shall not be exceeded and shall, therefore, include all costs regarding administrative and support services mentioned under Article 3.9.

- 3.10 Upon completion of the Project, but not later than six months thereafter, the Recipient shall submit a final report summarizing project activities and impact of activities as well as provisional financial data. A certified financial statement from the UNDP Bureau of Management/Comptroller's Division will be submitted no later than 30 June of the year following the financial closing of the Project.
- 3.11 The grant is subject to the Recipient's internal and external auditing procedures. Should *an biennial Audit Report of the Board of Auditors of UNDP* to its governing body contain observations relevant to the contribution, such information shall be made available to GTZ.
- 3.12 The Recipient shall
- a) keep during five years from commencement of the project , records and the originals of the supporting documents, clearly identifying all expenditures financed from the grant;
 - b) at reasonable times and upon reasonable notice enable the representatives of the GTZ to visit the project site in agreement with the Government of Niger ;
 - c) of its own accord promptly inform the GTZ of any circumstances seriously affecting or jeopardizing the accomplishment of the purpose of this Agreement or the implementation of the Project;
- 3.13 The GTZ shall have the right to refuse disbursements after *30. November 2008*. In such an event, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by the Recipient.

Purchasing of Goods and Services

Procurement of supplies and services shall be done according to the Recipient's regulations, rules, policies and procedures for procurement and contracts.

Article 5

Suspension of Disbursements and Repayment

5.1 The GTZ shall be entitled to either suspend or terminate disbursements if

- a) The Recipient does not furnish timely and complete financial reports in accordance with Article 3.10
- b) any extraordinary circumstances have arisen which preclude or seriously jeopardize the purpose of the grant, the implementation of the Project or the performance of the obligations assumed by the Recipient under this Agreement, or
- c) the Government of the Federal Republic of Germany terminates, suspends or modifies the relevant contract with GTZ which is basic for this Agreement.

In the event of the above, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by the Recipient.

5.2 The GTZ shall also be entitled to either suspend or terminate disbursements if UNDP breaches its obligations in this Agreement. Furthermore, in this case, the GTZ shall be entitled to demand immediate repayment of those amounts which UNDP and GTZ agree have not been used in accordance with this Agreement

Article 6

Implementation of the Project

6.1 The description of the activities in Section 2.2 including the Brief proposal summary (Annex 1) and the PNUD Budget (Annex 2) constitute the framework for the implementation of the Project.

- 6.2 Major changes to the activities described under Section 2.2 including the Brief proposal summary, or major changes to the PNUD Budget, must be reported immediately to the GTZ.
- 6.3 The Recipient shall submit progress reports on a half-yearly basis. The first report will be due by 30. March 2008. The reports shall be submitted to the GTZ not later than two months after the reporting date.
- 6.4 The implementation of the Project shall begin 1 October 2007 and shall be completed at the latest by 30 September 2008. The Recipient shall draw up a final report describing implementation and results of the Project in the light of the aims set and submit it to the GTZ with the final financial statement as outlined in Article 3.10.
- 6.5 GTZ shall not use the Recipient's name or emblem, or any abbreviation thereof, in connection with its business or otherwise without the express prior written approval of the Recipient in each case. In no event will authorization be granted for commercial purposes, or for use in any manner that suggests an endorsement by the Recipient of GTZ, its products or services.

GTZ acknowledges that it is familiar with the Recipient's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the Recipient.

The Recipient will report on the contribution to its Executive Board in accordance with its regular procedures regarding contributions from foundations. Other forms of recognition and acknowledgement of the contribution are subject to consultations between the Parties, but the manner of such recognition and acknowledgement shall be determined at the sole discretion of the Recipient.

- 6.6 After consultations have taken place between GTZ, the Recipient and the programme country Government and provided that the payments already received are, together with other funds available to the project, sufficient to meet all commitments and liabilities incurred in the execution/implementation of the project, this Agreement may be terminated by the Recipient or by GTZ. The Agreement shall cease to be in force 30 (thirty) days after either of

the Parties have given notice in writing to the other Party of its decision to terminate the Agreement.

Notwithstanding termination of this Agreement, the Recipient shall continue to hold unutilized payments and liabilities incurred in execution/implementation of the project up to the date of termination have been satisfied and project activities brought to an orderly conclusion.

Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be returned to the GTZ in the contract currency upon a request from GTZ providing bank account details for reimbursement. The same shall apply in regard of an ordinary completion of the project.

Article 7

Final Provisions

- 7.1 The Parties agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, the Recipient shall maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.
- 7.2 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this agreement or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with UNCITRAL Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.

Any dispute, controversy or claim between the Parties arising out of or relating to this agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within (60) sixty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall

have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

- 7.3 Nothing in or related to this Agreement shall be deemed to constitute any waiver, express or implied, of the immunities, privileges of the United Nations, including UNDP.
- 7.4 Amendments and changes to this Agreement and its Annexes as well as any statements and notices which shall be made under this Agreement shall only be valid in writing.

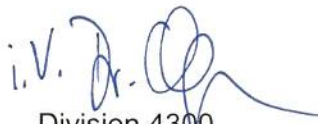
This agreement comes into effect on the date when the last of the two Parties signs and deposit of the first payment by GTZ.

Done in two originals in the English language, one for the GTZ and one for the Recipient

Deutsche Gesellschaft für
Technische Zusammenarbeit
(GTZ) GmbH

The Recipient


Contract Management


i.v. Dr. [Signature]
Division 4300
Health, Education and
Social Protection
- BACKUP Initiative -



Annex 1: Brief Proposal Summary
Annex 2: PNUD Budget

