

**Project Title: Financial Inclusion for Recovery of Marawi (FIRM)
2018 Annual Work Plan**

Implementing Partner: UNDP Philippines

Responsible Parties: Oxfam, People's Disaster Risk Reduction Network, Inc. (PDRRN), PayMaya, Smart Padala, Al-Mujadilah Development Foundation, Inc. (AMDF), Ideals, Inc., Mindanao State University (MSU)

Project Description

UNDAF Outcome 3.4 By 2018, local and national duty bearers and claimholders will have enhanced capacities to prevent, manage and resolve conflicts and to sustain peace.

Expected CP Outcome: CPD 2-12-2018: Outcome 53: Capacities of claimholders and duty-bearers are strengthened to promote human rights, inclusivity, integrity, accountability and rule of law in governance

Applicable Output(s) from the UNDP Strategic Plan 2018W2021: Output 1.1.2 Marginalised groups, particularly the poor, women, people with disabilities and displaced are empowered to gain universal access to basic services¹ and financial and non-financial assets to build productive capacities and benefit from sustainable livelihoods and jobs

Expected Outputs: Output 1: 10,000 most vulnerable IDPs affected by Marawi crisis, 60% of which are women, meet basic needs and restore or diversify livelihood through efficient, transparent and safe cash transfer and functional market; Output 2: Pathways to increased access to inclusive financial products and services, including those based on Islamic finance principles and gender* sensitivity, defined.

Narrative:

The recent armed conflict in Marawi City and other parts of Lanao del Sur, which is ranked as the poorest province in the Philippines, has resulted in more than 350,000 people being internally displaced, caused substantial damage and loss to public and private assets, and severely disrupted businesses and other sources of employment and livelihood. Until recently, economic activity had almost completely ceased in the areas affected by the conflict, placing an even heavier socio-economic burden on affected communities already facing personal and social challenges.

After nearly one year of displacement, however, local markets have begun to operate again in the affected areas. Within and around evacuation centers, commerce has emerged and some Internally Displaced Persons (IDPs) have started to sell wares and sundry items from inside the evacuation centers.

To accelerate and support socioeconomic recovery, substantial assistance is required for the IDPs to have ready access to appropriate financial resources for restarting business and livelihood activities. The assistance must also be geared toward making the recovered businesses and livelihood more resilient to future shocks as well as prevent populations from engaging in negative coping mechanisms, such as taking on unsustainable debt from unverified sources. As such, it will require a range of innovative and culturally appropriate methods, products and services.

In order to respond to this significant challenge, and as part of Marawi recovery efforts, this Financial Inclusion for Recovery of Marawi (FIRM) project shall provide support for micro, small, and medium enterprises for women and men IDPs affected by the conflict and other businesswomen and men lacking access for formal financial services. The project aims to contribute to the creation of alternative economic opportunities that give people a stake in the local economy, reduce the attraction of joining extremist groups and close a critical service delivery gap that hinders inclusive development in one of the poorest parts of the country. The FIRM project seeks to build a sustainable financial system that offers both immediate assistance and effective and appropriate financial services and products, including those based on Islamic financial principles, to develop the capacity of IDPs affected by the Marawi conflict to manage their personal and business finances effectively and make businesses more resilient to future shocks.

Programme Period:	April 2018 to December 2018	2018 AWP budget:	\$ 991,923.00
Atlas Award/Project ID:	00110891 00110115;00110135	Total resources required	USD 991,923
Start Date:	10 April 2018	Total allocated resources:	USD 991,923
End Date :	31 December 2018	Regular	_____
PAC Meeting Date:	16 July 2018	• Other:	
		○ Donor: OCHA/CERF	USD 691,923
		○ Donor: BPPS	USD 300,000
		Unfunded budget:	_____
		In-kind Contributions:	_____

Submitted by: **Atty. Camilo Miguel M. Montesa**, Team Leader, RPBU

Date: _____

Agreed by UNDP: **Titon Mitra**, Country Director

Date: **AUG 30 2018**

PROGRAMME ALIGNMENT

a.1 Strategic Plan Outcome and Output

Strategic Plan 2014-2017 Outcome and Output Statements & Indicators						
Outcome Indicator		Baseline		Milestone		2018
Code	Indicator Description	Year	Quantity/ Points /Rating	2017	Target	Actual
SP Outcome 5:	Countries are able to reduce the likelihood of conflict and lower the risk of natural disasters, including from climate change					
SP Output 5.5	SP Output Statement					
	Policy frameworks and institutional mechanisms enabled at the national and sub-national levels for the peaceful management of emerging and recurring conflicts and tensions					
SP Output Indicator 5.5.1	Number of countries with improved sustainable national and/or local human and financial capacities to address emerging and/or recurring conflicts	2015	3	3	3	

Note: Rating Scale

1. *Not Adequately* : No action has yet taken and / or activities have been carried out but these have not yet led to the desired results—sustainable and inclusive mechanisms and platforms for the peaceful management of emerging and recurring conflicts and tensions.
2. *Very partially* : Activities have been initiated—such as jointly created mechanisms for cessation of hostilities; capacity development trainings on mediation and developing a culture of peace; LGU resolutions on peacebuilding—but are not sufficient to ensure sustainability.
3. *Partially* : a comprehensive peace agreement framework has been agreed upon formally by the government and the rebel forces but the legal or constitutional/policy/institutional framework are still incomplete or pending; LGUs have peace and conflict-sensitive perspectives integrated in their policies, programmes and plans
4. *Largely* : The peace agreement is now fully supported by national legislation and sufficient personnel and resources have been allocated for the implementation of the peace agreement components; mechanisms exist for the implementation / enforcement of the relevant provisions.

a.2 UNDAF/CPD Outcome

UNDAF/CPD Outcome Statement/s & Indicators					
UNDAF/CPD Outcome 3: Capacities of claimholders and duty-bearers are strengthened to promote human rights, inclusivity, integrity, accountability and rule of law in governance					
Sub-Outcome Statement/s		Baseline		Milestone	
Outcome Indicator Description		Year	Quantity/Points/Rating	2017	End of Project Target
Percentage of local government units with local development plans incorporating gender-sensitive and rights-based peacebuilding and conflict prevention principles and processes		2016	3	1	Actual

a.3 Project Document Outcome

Project Document Outcome Statement/s & Indicators	
Project Document: By 2018, capacities of claimholders and duty bearers will have been strengthened to promote human rights, inclusivity, integrity, accountability and the rule of law in governance.	
Sub-Outcome Statement/s	

Outcome Indicator Description	Baseline		Milestone	Target		
	Year	Quantity/Points/Rating		Year	Qty/Points/Rating	
1. Percentage of local government units with local development plans incorporating gender-sensitive and rights-based peacebuilding and conflict prevention principles and processes	2012	Rating = 3 1. Peace and security chapter integrated in the Philippine Development Plan 2. Framework Agreement on the Bangsamoro and Comprehensive Agreement on the Bangsamoro signed by Government of the Philippines (GPH) and Moro Islamic Liberation Front (MILF) peace panels.	2016	3	Mid-2017	At least 10 national and local government agencies/institutions with peace and conflict-sensitive perspectives integrated in their policies, programmes and plans

I. 2018 ANNUAL WORK PLAN

Period: 2018 Annual Work Plan
Project Title: Financial Inclusion for Recovery of Marawi (FIRM)
Award ID: 00110891
Project ID: 00110115; 00110135
Implementing Partner: United Nations Development Program

EXPECTED OUTPUTS	OUTPUT INDICATORS	BASELINE		TARGET
		Value	Year	FINAL
Output 1 00110115 10,000 most vulnerable IDPs affected by Marawi crisis, 60% of which are women, meet basic needs and restore or diversify livelihood through efficient, transparent and safe cash transfer and functional market.	1.1 Number of IDPs with immediate access to basic needs (food and non*food) through digital cash platform	0	2017	10,000 (6,000 women and 4,000 men)
	1.2 Number of IDPs employed through cash for work or cash for care work activities utilizing digital cash platform	0	2017	1,050 (150 from BubongQ 150 from Saguigaran and 750 from Marawi)
	1.3 Number of people with recovered asset/diversified livelihood through digital cash platform	0	2017	600 (150 from BubongQ 150 from Saguigaran and 300 from Marawi)
	1.4 Percentage of women receiving cash transfer benefits through digital cash platform	0	2017	At least 60%
	1.5 Number of people owning personalized iAFFORD pre*paid card (digital cash platform)	0	2017	10,000 (6,000 women and 4,000 men)
	1.6 Amounts distributed through the digital cash transfer platform	0	2017	USD 421,000 (USD 341,515 for unconditional cash grant, USD 42,945 for Cash for care/work and USD 36,540 for Asset recovery)
	1.7 Extent to which beneficiaries experience increased control on managing cash support to meet basic needs and faster income recovery through the digital cash platform	0	2017	Largely – where at least 60% of beneficiaries positively feel increased control over cash management
	1.8 Number of micro*merchants activated or accredited for cash pay* out and selling of basic goods	0	2017	50 (7 Saguigaran, 7 Bubong, 36 Marawi)
Output 2 00110135 Pathways to increased access to inclusive financial products and services, including those based on Islamic finance principles and gender* sensitivity, defined.	2.1 Number of Knowledge Products of the results of the analytical and consultation work on financial inclusion, Islamic finance, and gender	0	2017	2
	2.2 Percentage of women participating in the analytical and consultations work	0	2017	60%
	2.3 Number of women and men trained / capacitated on household financial inclusion strategies for gender protection and empowerment	0	2017	200 (60% women, 40% men)
	2.4 Number of advocacy materials developed promoting financial inclusion, including Islamic finance, as a strategy for strengthening social protection and long*term development	0	2017	5
	2.5 Percentage of women participating in trainings and capacity building on financial inclusion, Islamic finance, and gender	0	2017	60%

EXPECTED OUTPUTS	PLANNED ACTIVITIES	Planned Budget by Quarter				RESPONSIBLE PARTY	PLANNED BUDGET		
		Q1	Q2	Q3	Q4		Funding Source	Budget Description	Amount
Output 1 00110115 10,000 most vulnerable IDPs affected by Marawi crisis, 60% of which are women, meet basic needs and restore or diversify livelihood through efficient, transparent and safe cash transfer and functional market. Gender marker: GEN2	1.1 Project Cooperation Agreement with Oxfam, covering the conduct of activities, such as – Cash Grants, Cash=for=Work / Cash=for=Care work (CFW/CfcW) and Cash for Asset Recovery (CFAR) activities; Beneficiaries selection and digital card distribution; Financial literacy caravan; Mobilization of community money=in & out centers; Post=distribution monitoring; Community market mapping and livelihood inventory; Distribution of micro=insurance; Documentation of case stories and learning; Advocacy and promotion of digital cash disbursement including Islamic financing with key stakeholders		x	x	x	Oxfam, PDRRN, PayMaya, Smart Padala, et al.	CERF	72600- GRANT 75700 – Learning Costs	571,879.00 5,000.00
	1.2 Monitoring and coordination		x	x	x	UNDP	CERF	71600 – Travel	16,720.00
								73400 – RMOE Transpo	8,000.00
	1.3 Project Management Cost		x	x	x	UNDP	CERF	71300 - International Consultant	11,458.00
								71400 -Service Contracts-Individuals	33,600.00
	General Management Support		x	x	x	UNDP	CERF	75100 Facilities & Administration	45,266.00
	SubTotal for Output 1								691,923.00
Output 2 00110135	2.1 Conduct analytical work and stakeholder consultations on financial inclusion and Islamic finance		x	x	UNDP, Mindanao State University, MinDA	BPPS= FW	72600- GRANT	150,000.00	
							75700 - Learning Cost	10,000.00	
Pathways to increased access to inclusive financial products and services, including those based on Islamic finance principles and gender= sensitivity, defined. Gender marker: GEN2	2.2 Facilitate key policy and related technical dialogues with government agencies and other stakeholders on incorporating financial inclusion, including Islamic finance, as a strategy for strengthening social protection and long term development		x	x	UNDP, Mindanao State University, MinDA, BSP, Congress, micro= finance groups (e.g. CARD=MRI)	BPPS= FW	72600- GRANT	15,000.00	
	2.3 Capacity building exercises on financial inclusion, gender, and Islamic finance		x	x	UNDP, Mindanao State University, MinDA, BSP, Congress, micro= finance groups (e.g. CARD=MRI)	BPPS= FW	75700 - Learning Cost	15,000.00	
	2.4 Validation activities in support of the registration of target cash transfers		x	x	UNDP	BPPS= FW	71600 - travel	10,373.83	

	2.5 Conducting training with local women partners on financial inclusion, Islamic finance, empowerment, and protection		x	x		UNDP, Nisa Ul-Haqq fi Bangsamoro, NPeace Network	BPPS= FW	72600- GRANT	15,000.00	
								75700 - Learning Cost	15,000.00	
	2.6 Project Management / DPC (Start up and day to day operations)			x	x	x	UNDP	BPPS= FW	71400- Service Contract Individuals	10,113.85
									72400- Communication	1,281.09
									72200 - Office Equipment & Furniture	6,742.57
									72500 -Office Supplies	2,409.96
									72300 -Fuel & gasoline	1,618.22
									73100- Office Common Premises	2,697.03
									74100 -Audit	1,733.80
									71600 -Travels	7,369.82
									61100 - DPC=CO	16,033.66
	General Management Support		x	x	x	UNDP	BPPS= FW	75100 – Facilities & Administration	19,626.17	
SubTotal for Output 2									300,000.00	
TOTAL									991,923.00	

II. MANAGEMENT ARRANGEMENTS (SUBMITTED ONCE DURING THE PROJECT DURATION)

A Project Advisory Board will be established to:

- Provide inputs relative to the project's overall strategic directions
- Provide inputs as may be necessary to ensure continued relevance and effectiveness to achieve the project's intended results
- Review and approve project work plans when required and authorizes any major deviation from these agreed work plans.
- Provide inputs / advise on solutions towards addressing bottlenecks and challenges in project implementation
- Project reviews at designated decision points during the running of a project, or as necessary when raised by the Project Manager

The Project Advisory Board members are:

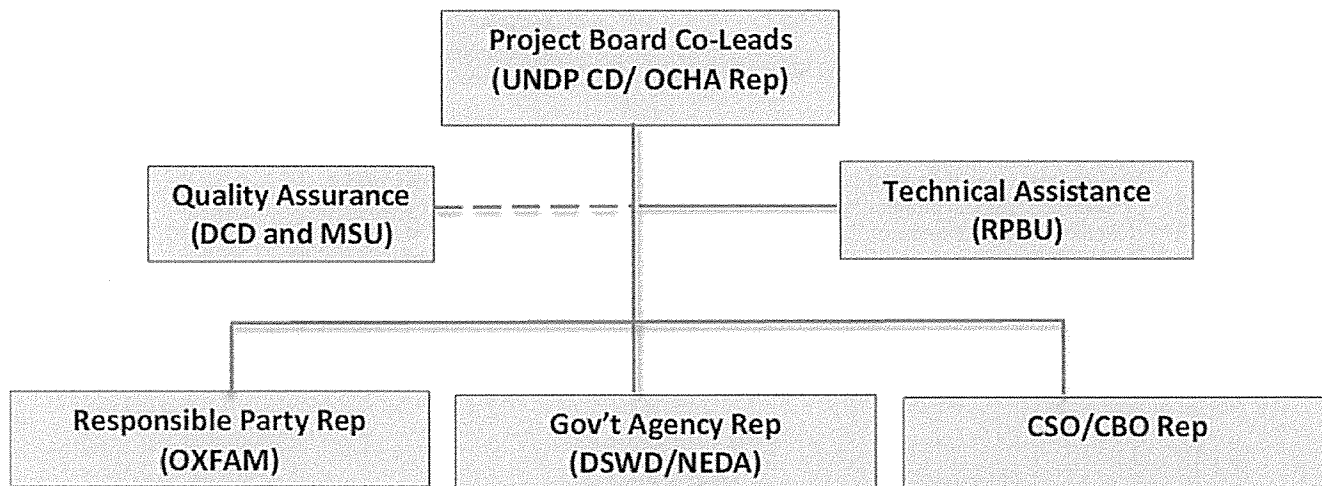
- The Project Board Executive: represented by the UNDP Country Director and the Donor Representative (OCHA) who will act as Co-Chairs of the Board
- Primary Responsible Party: Represented by OXFAM,
- Project Beneficiaries: Government Agency Representatives (such as DSWD and NEDA), Civil Society Organization Representatives (CSOs) or Community-Based Organizations (CBOs).

Quality Assurance (to ensure that the project remains strategic, relevant, efficient, effective, sustainable, and meets social and environmental standards) will be the responsibility of the Deputy Country Director and the Management Support Unit.

Meanwhile, the Resilience and Peace Building Unit (RPBU) will provide project management and support services in close coordination with the primary responsible partner, Oxfam. The other implementing responsible partners on the ground, namely: PDRRN, Smart Padala, PayMaya, AIPMujadilah Development Foundation, Inc. (AMDF), Ideals, Inc., and the Mindanao State University shall be coordinated, supervised, and represented in the Project Board by Oxfam.

The Project will be implemented by UNDP through Direct Implementation (DIM) modality. Components of the project will also be implemented through a Project Cooperation Agreement between a Responsible Party (such as OXFAM) and UNDP.

Project Board Structure



III. MONITORING AND EVALUATION PLAN (SUBMITTED ONCE DURING THE PROJECT DURATION)

In accordance with UNDP's programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans:

Monitoring Plan

Monitoring Activity	Purpose	Frequency	Expected Action	Partners (if joint)	Cost (if any)
Track results progress	Progress data against the results indicators in the RRF will be collected and analyzed to assess the progress of the project in achieving the agreed outputs.	Quarterly, or in the frequency required for each indicator.	Slower than expected progress will be addressed by project management.		USD10,000
Monitor and Manage Risk	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with UNDP's audit policy to manage financial risk.	Quarterly	Risks are identified by project management and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.		USD10,000
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	At least annually	Relevant lessons are captured by the project team and used to inform management decisions.		USD1,000
Annual Project Quality Assurance	The quality of the project will be assessed against UNDP's quality standards to identify project strengths and weaknesses and to inform management decision making to improve the project.	Annually	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.		USD1,000
Review and Make Course Corrections	Internal review of data and evidence from all monitoring actions to inform decision making.	At least annually	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.		USD1,000

Project Report	A progress report will be presented to the Project Board and key stakeholders, consisting of progress data showing the results achieved against pre-defined annual targets at the output level, the annual project quality rating summary, an updated risk long with mitigation measures, and any evaluation or review reports prepared over the period.	Annually, and at the end of the project (final report)			USD720
Review (Project Board)	The project's governance mechanism (i.e., project board) will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. In the project's final year, the Project Board shall hold an end-of project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.	At least twice during the duration of the Project	Any quality concerns or slower than expected progress should be discussed by the project board and management actions agreed to address the issues identified.		USD1,000

Evaluation

Under UNDP guidelines, the programme will go through an assessment of the programme results at the end of its implementation (i.e. terminal evaluation), as assessed by the Project Advisory Board. The terminal evaluation will engage the full range of programme stakeholders and offer concrete recommendations for course corrections as appropriate. An audit of the programme will be conducted based on standard UNDP audit guidelines.

IV. PROCUREMENT PLAN

To Follow

V. RISK LOG

#	Description	Date Identified	Type	Impact & Probability	Counter-measures / Management response	Owner	Submitted, updated by	Last Update	Status
1	The amounts to be transferred may not be deemed sufficient to meet basic needs or re-start of diversify livelihoods	May 2018	Financial; Environmental (Economic)	The beneficiaries will be frustrated and disillusioned; 'do no harm' principle is violated P = 2 I = 4	Endure that the financial literacy and other capacity building exercises will enable the beneficiaries to maximize the benefits of the cash transfers in terms of meeting basic needs of livelihood requirement	UNDP; Oxfam	UNDP	May 2018	No change

#	Description	Date Identified	Type	Impact & Probability	Counter-measures / Management response	Owner	Submitte, updated by	Last Update	Status
2	Martial law and the overall security and political environment surrounding the rebuilding and rehabilitation of Marawi leads to more frustrations and negative sentiments on the part of the IDP	May 2018	Environmental (Security/Safety); Political	IDPs who are marginalized or side-lined by the rehabilitation efforts will not fully participate in the project's activities P = 3 I = 3	The project must underscore the ways in which the voices and inputs of the IDPs are being considered during the project implementation (e.g by securing membership in Project Advisory Board of the IDPs representative) The financial inclusion component must be able to clearly define the pathways toward a recovered Marawi economy where the IDPs have clear stake	UNDP; Oxfam	UNDP	May 2018	No change
3	The cash transfer card will not be used other than to withdraw cash	May 2018	Environmental (Social and Cultural)	If the cards are not used to maximize inclusive finance features, the project's objectives will be severely affected P = 4 I = 4	Ensure that the monitoring, communications, and advocacy activities are carefully implemented and regularly conducted	UNDP; Oxfam	UNDP	May 2018	No change
4	Policy environment for pathways toward inclusive finance, including passage of the pending Islamic banking and finance bills, is not present	May 2018	Regulatory	The non-passage of new policy framework will result in more challenging working environment for financial inclusion P=4 I=3	The results of the consultation and analytical work as complemented by the communications and advocacy components of the project must target key stakeholders in policymaking	UNDP	UNDP	May 2018	No change

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 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. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.
3. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/secuPsrM>).
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 *[for 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. 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.

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.

VI. LEGAL CONTEXT (SUBMITTED ONCE DURING THE PROJECT DURATION)

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

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. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.