

GRANT AGREEMENT

(Micro-Capital Grant Agreement)

For Non-Credit Related
Activities

Between

The UNITED NATIONS DEVELOPMENT
PROGRAMME (UNDP)

AND

ABYEI HUMAN RIGHTS SOCIETY

A. 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 **United Nations Development Programme (UNDP)** and the Recipient Institution **Abyei Human Rights Society (AHRS)**.

WHEREAS UNDP is implementing the project defined in the project document "Strengthening Access to Justice – Abyei" Project ID 00059806 (Hereinafter referred to as "the Project"), implemented at the request of the Government of **SUDAN**.

WHEREAS UNDP desires to provide funding to the **Abyei Human Rights Society** in the context of a Project and on the terms and conditions hereinafter set forth, and

WHEREAS the **Abyei Human Rights Society** is ready and willing to accept such funds from 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 **Abyei Human Rights Society** agrees to: 1) Undertake the activities described in its **Work plan and Budget** (attached), and updates related to the subsequent release of funds in **tranches**; 2) Provide quarterly reports to the Steering Committee; and 3) Provide Annual Audited Statements (Income Statement and Balance Sheets). Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its annual performance targets (Section C).

1.2 The **Abyei Human Rights Society** agrees to reach the performance targets contained in Section C. If the **Abyei Human Rights Society** fails to meet its responsibilities outlined in article 1.1, then this will be considered grounds for the Steering Committee to suspend any further micro-capital grant support. The suspension shall remain in effect until the **Abyei Human Rights Society** has achieved the target.

1.3 The **Abyei Human Rights Society** 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 **15th September 2010** and shall expire on **31st August 2011**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

III. Payments

3.1 UNDP shall provide funds to the **Abyei Human Rights Society** in an amount up to **Eighty Three Thousand, Five Hundred Sudanese Pounds (83,500 SDG)** according to the schedule of the project budget set out below. Payments are subject to the **Abyei Human Rights Society** meeting the outputs as specified in the Performance Targets (Section C).

34,060.00 SDG, upon signature of this Agreement.

The Payment for the second and third tranches (24,720.00 SDG and 24,720.00 SDG respectively) will be made subject to the Recipient Institution undertaking the activities and submitting reports to UNDP upon completion of each tranche given herein.

3.2 All payments shall be deposited into the **Abyei Human Rights Society** bank account of which the details are as follows:

Nillien Bank – Kadugli Branch
Abyei Human Rights Society and Paralegals Association
Account Number - 0010109628012011

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 **Abyei Human Rights Society** in the performance of the activities under this Agreement.

IV. Records, Information and Reports

- 4.1 The **Abyei Human Rights Society** shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.
- 4.2 The **Abyei Human Rights Society** shall furnish, compile and make available at all times to UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the funds received by the **Abyei Human Rights Society**.
- 4.3 Within sixty days after completion of project activities, the **Abyei Human Rights Society** shall provide UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex I.
- 4.4 All further correspondence regarding the implementation of this Agreement should be addressed to:

For UNDP:
Claudio Caldarone
Country Director
UNDP SUDAN Country Office
Gama'a Avenue
Khartoum

For the Abyei Human Rights Society:
Mary Madit Kat
Chairperson
Abyei Human Rights Society
Abyei

V. General Provisions

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between UNDP and the **Abyei Human Rights Society**, 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 **Abyei Human Rights Society** shall carry out all activities described in its Work plan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the **Abyei Human Rights Society** shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that the UNDP shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by the Steering Committee. If at any time the Steering Committee is not satisfied with the quality of work or the progress being made toward achieving such goals, the Steering Committee may advise UNDP to: (i) withhold payment of funds until in

its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the **Abyei Human Rights Society** as described in paragraph 5.7 below; and/or seek any other remedy as may be necessary. The Steering Committee's determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the **Abyei Human Rights Society** insofar as further payments are concerned.

5.3 UNDP undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who 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 **Abyei Human Rights Society**.

5.4 The rights and obligations of the **Abyei Human Rights Society** are limited to the terms and conditions of this Agreement. Accordingly, the **Abyei Human Rights Society** 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 **Abyei Human Rights Society** shall be solely liable for claims by third parties arising from the **Abyei Human Rights Society** acts or omissions in the course of performing this Agreement and under no circumstances shall UNDP be held liable for such claims by third parties.

5.6 Assets (Equipment) supplied by UNDP funds to the **Abyei Human Rights Society** shall be the property of UNDP until the end of the project, at which time UNDP shall determine the best use of these assets. In cases where the **Abyei Human Rights Society** has met its responsibilities under this agreement and handover of the asset would contribute to the sustainability of activities, UNDP would normally handover these assets to the **Abyei Human Rights Society**. The assets shall be used for the purpose indicated in the Work plan throughout the period of this Agreement.

5.7 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 **Abyei Human Rights Society** shall promptly return any unutilized funds to UNDP as per paragraph 5.6 above.

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

5.9 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.

5.10 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.

5.11 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 UNDP and the **Abyei Human Rights Society**, respectively, have on behalf of UNDP and the **Abyei Human Rights**

Society signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

On behalf of UNDP:


Name: Claudio Caldarone

Title: Country Director

Date: 12/9/2019

On behalf of the Abyei Human Rights Society:


Name: Mary Madit Kat

Title: Chairperson

Date: 2019/11/19

B. BUDGET

PROJECT BUDGET OF Abyei Human Rights Society

Project Number: 00059806

Date: 1st September, 2010

Project Title: Promoting Access to Justice in Abyei Area

Name of the RECIPIENT INSTITUTION; Abyei Human Rights Society

Total Amount of Funds under the Agreement: **83,500 SDG**

Date of the Agreement: **15th September, 2010**

PROJECT BUDGET (83,500 SDG)

PERIOD COVERING FROM 15th SEPTEMBER, 2010 TO 31ST AUGUST, 2011

General Category of Expenditures	Tranche 1	Tranche 2	Tranche 3	TOTAL
Personnel	12,240.00	9,180.00	9,180.00	30,600.00
Transportation	1,600.00	1,200.00	1,200.00	4,000.00
Premises	800.00	600.00	600.00	2,000.00
Training/Seminar/ Workshops, etc.	16,520.00	12,390.00	12,390.00	41,300.00
Contracts (Audit)	0.00	0.00	0.00	0.00
Equipment/Furniture (Specify)	1,100.00	0.00	0.00	1,100.00
Other (Legal Aid Cases)	1,800.00	1,350.00	1,350.00	4,500.00
Miscellaneous	0.00	0.00	0.00	0.00
TOTAL	34,060.00	24,720.00	24,720.00	83,500.00

* Please note that all budget Lines are for costs related only to project activities.

** These budget categories and number of tranches are suggested guidelines. The Recipient may choose alternates which more accurately reflect their expense items and needs.

C. RECIPIENT INSTITUTION Performance Targets

NAME OF RECIPIENT INSTITUTION: **ABYEI HUMAN RIGHTS SOCIETY**

PERFORMANCE TARGETS	BASELINE	September – December 2010		January – April 2011		May – August 2011	
		Proposed	Actual	Proposed	Actual	Proposed	Actual
Community awareness in human rights and rule of law enhanced	728 people reached through human rights and rule of activities by end of 2009	325		325		325	
Follow and monitoring visits conducted	36 follow up visits conducted by end of 2009	25		25		25	
Legal assistance to vulnerable people provided	Legal assistance provided to 4 cases by end of 2009	3		4		4	

