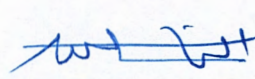





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Responsible Party Agreement
Face Sheet

1. Country: Sudan	
2. Name of Country Based Pooled Fund: Darfur Community Peace and Stability Fund (DCPSF)	
3. Name of Non-Governmental Organization (NGO): [CARE International Switzerland in Sudan] incorporated under the laws of [Switzerland] with address at [9 Chemin de Balexert, 1219 Geneva Switzerland]	
4. UNDP Country Office and its Address: UNDP Sudan, House 7, Block 5 Gama'a Avenue, Khartoum, Sudan	
5. Project Number and Title: [DCPSF/INGO/2020/COVID-19/01] [Enhancing East Darfur state capacity to prevent detect, and repond to the COVID-19 pandemic in three localities]	
6. Implementation Period: [01-July-2020] [30-September-2020]	
7. Budget: Up to the amount of USD [50,000] [Fifty thousand United States Dollars]	
8. Information for NGO Bank Account into Which Funds Will Be Disbursed: Account Name: CARE Inc. Account Title: USD Account Number: 8801492946 Bank Name: SunTrust Bank Bank Address: 25 Park Place, NE Atlanta, GA 30303, United States of America Bank SWIFT Code: SNTRUS3A Bank Code: 61000104	
9. Notices to NGO: Name: Eh Faleh Osman Address: Nile Tower, 2nd floor, Bldg 10, Block 10, Mahmoud Behary Street, Khartoum, Sudan Tel: +249912142888 Fax: Email: eh.faleh.osman@care.org	10. Notices to UNDP: Name: Selva Ramachandran Address: UNDP Sudan, House 7, Block 5 Gama'a Avenue, Khartoum, Sudan Tel: Fax: Email:
11. Signed for CARE International Switzerland in Sudan by its Authorized Representative Job Title: Country Director Date: 6-July-2020 Signature: 	
12. Signed for the United Nations Development Programme by its Authorized Representative Name/Job Title: Mr. Selva Ramachandran, Resident Representative Date: 29-Jun-2020 Signature: 	

Dk

The following documents constitute the entire Agreement (the "Agreement") between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

- this Face Sheet ("Face Sheet")
- Standard Terms and Conditions
- Annex A – Project Document (including the Work Plan)
- Annex B – Budget / NGO Technical and Financial Proposals

If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.

STANDARD TERMS AND CONDITIONS

This **Responsible Party Agreement** (hereinafter referred to as the "Agreement") is made between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), and the Non-Governmental Organization named in block 3 of the Face Sheet (the "NGO," and together with UNDP, the "Parties").

WHEREAS UNDP and the NGO have, on the basis of their respective mandates, a common aim in the furtherance of needs based humanitarian action leading to early recovery, human security and sustainable human development;

WHEREAS pursuant to the Terms of Reference of the CBPF named in block 2 of the Face Sheet, UNDP has agreed to serve as a Managing Agent (hereinafter "MA") under projects financed by the CBPF, under the terms hereof, at the request of the Humanitarian Coordinator (hereinafter the "HC");

WHEREAS the project named in block 5 of the Face Sheet (the "Project") is financed by the CBPF;

WHEREAS UNDP may be entrusted with certain resources through the Fund for allocation to certain projects, and responsible for the proper management of these funds;

WHEREAS further to the foregoing, UNDP in its capacity as MA wishes to engage with the NGO, to implement activities (hereinafter the "Activities") and achieve deliverables (hereinafter the "Deliverables") within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the "Work Plan") for the Project;

WHEREAS the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management, is apolitical and non-profit making;

WHEREAS the NGO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes of the Project as set forth in the Project Document and in line with the CBPF's Country Specific Operational Manual for the Country indicated in block 1 of the Face Sheet (the "Country"), (hereinafter the "Operational Manual").

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

1.0 Objectives and General Responsibilities of the Parties

1.1 The NGO agrees to carry out its responsibilities in accordance with the provisions of the present Agreement, and to undertake the Activities in accordance with UNDP rules and regulations as well as the Operational Manual and which form an integral part of the present Agreement.

1.2 Consistent with this objective, the NGO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the NGO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards. The NGO will work under the overall coordination of the Humanitarian Coordinator (HC) of the United Nations in the Country.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

2.0 Standards of Conduct

2.1 The NGO warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement, or the award thereof, to any representative, official, employee or other agent of UNDP.

2.2 The NGO shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Agreement. In addition, in the performance of the Agreement, the NGO shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

- (a) The UN Supplier Code of Conduct;
- (b) UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");
- (c) UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;
- (d) UNDP Vendor Sanctions Policy; and
- (e) All security directives issued by UNDP.

2.3 The NGO acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the NGO (Contractor) represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Agreement.

3.0 Financial Arrangements

3.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the NGO funds up to the maximum amount indicated in block 7 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the milestones and schedule set forth in the Work Plan.

3.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the NGO in the implementation of the Activities.

3.3 All payments shall be made by UNDP to the NGO bank account indicated in block 8 of the Face Sheet.

3.4 Payments effected by UNDP to the NGO shall be deemed neither to relieve the NGO of its obligations under this Agreement nor as acceptance by UNDP of the NGO's performance of the Activities.

3.5 The NGO shall notify UNDP about any expected budget variations. The NGO shall be authorized to make variations on any one budget sub-total line in the Work Plan in line with the provisions of the Operational Manual and not exceeding a 20% variance, provided that the maximum amount allocated by UNDP pursuant to paragraph 3.1 above, is not exceeded. The NGO will have to provide written endorsement (or no objection) from the HC for any variations exceeding the provisions of the Operational Manual.

3.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 3.1 above.

3.7 Unless otherwise agreed in writing by UNDP, the NGO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

3.8 Disbursement of funds by UNDP to the NGO is contingent upon the former's receipt and availability of donor contributions to the CBPF. The NGO agrees that UNDP shall have no responsibility therefor, or for payment of activities of the NGO in the absence of such funding.

4.0 Refund

4.1 The NGO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the NGO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the NGO shall refund the amounts to UNDP not later than thirty (30) days after the NGO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the NGO under this Agreement.

5.0 The NGO Personnel

5.1 The NGO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "NGO Personnel"). The NGO shall ensure that the NGO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

5.2 The NGO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

5.3 The NGO agrees and shall ensure that the NGO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the NGO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 13.0 below.

5.4 The NGO's decisions related to the NGO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

6.0 Assignment

6.1 The NGO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the NGO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the NGO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise consulted with and agreed in writing by UNDP.

8.0 Contracting

8.1 In the event the NGO requires the services of contractors (including sub-recipients, sub-grantees), the NGO shall include these in the project workplan and will remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the NGO. The terms of any contract with any such contractor shall be reflected in the project workplan and be subject to and conform to the provisions of this Agreement.

9.0 Equipment

9.1 Unless otherwise agreed in writing between the Parties, any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the NGO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

9.2 The NGO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

9.3 UNDP shall provide reasonable assistance to the NGO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

9.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the NGO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

9.5 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the NGO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the NGO under this Agreement.

10.0 Copyrights, Patents, and Other Proprietary Rights

10.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the NGO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The NGO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

10.2 The NGO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

11.0 Reporting

11.1 The NGO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement. Each report must be written in the English language (and/or the working language of UNDP/programme country as agreed with UNDP).

11.2 The NGO shall provide UNDP with narrative reports on the progress, activities, achievements and results of the Project, as agreed between the Parties and in line with the provisions of the Operational Manual and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;
- b) Progress towards achieving the Deliverables during the reported period;
- c) Corresponding indicators, baselines, sources of data, and data collection methods; and
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities.

11.3. The NGO shall prepare a financial report in line with HACT Framework as implemented by UNDP.

11.4 The NGO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

12.0 Maintenance of Records

12.1 The NGO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

12.2 The NGO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

12.3 Upon completion of the Activities, or the termination of this Agreement, the NGO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

13.0 Confidentiality

13.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

13.2 The NGO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the NGO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

13.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

14.0 Insurance and Liabilities to Third Parties

14.1 The NGO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

14.2 The NGO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the NGO Personnel to cover claims for personal injury or death in connection with this Agreement.

14.3 The NGO shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the NGO or the NGO Personnel, or furnished or financed by UNDP pursuant to Article 9.0 above.

15.0 Indemnity

15.1 The NGO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the NGO, including the NGO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the NGO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the NGO or the NGO Personnel.

16.0 Tax Exemptions

16.1 Article II Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations' exemption from such taxes, duties or charges, the NGO shall immediately consult with UNDP to determine a mutually acceptable solution.

16.2 Accordingly, the NGO authorizes UNDP to deduct from the NGO's invoice any amount representing such taxes, duties or charges, unless the NGO has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the NGO to pay such taxes, duties or charges under protest. In that event, the NGO shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

17.0 Security and Anti-Terrorism

17.1 The responsibility for the safety and security of the NGO and the NGO Personnel and property, as well as of the Equipment and other UNDP property in the NGO's custody, shall rest with the NGO.

17.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary.

17.3 The NGO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement 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/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

18.0 Audit and Investigations

18.1 In order to determine whether funds transferred to a NGO have been and are being used for their intended purpose and in accordance with the project documents, including the work plan, UNDP as a MA will regularly perform spot checks (financial monitoring) and scheduled audits, as part of risk-based assurance activities under HACT Framework.

18.2 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

18.3 The NGO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the NGO as a responsible party, the obligations performed under this Agreement, and the operations of the NGO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the NGO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

18.4 The NGO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available the NGO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the NGO's premises at reasonable times and on reasonable conditions. The NGO shall cause the NGO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

18.5 UNDP shall be entitled to a refund from the NGO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

19.0 Force Majeure

19.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 29.0, or termination of this Agreement by the NGO with at least seven (7) days written notice of such termination.

19.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 29.0 below, shall apply.

19.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*. The NGO acknowledges and agrees that, with respect to any obligations under this Agreement that the NGO must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement.

20.0 Use of the Name, Emblem and Official Seal of UNDP

20.1 The NGO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

20.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

21.0 Privileges and Immunities

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

22.0 Officials Not to Benefit

22.1 The NGO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

23.0 Observance of the Law

23.1 The NGO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

24.0 Child Labor

24.1 The NGO represents and warrants that neither it, its parent entities (if any), any of the NGO's subsidiary or affiliated entities (if any) nor the NGO Personnel are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

25.0 Mines

25.1 The NGO represents and warrants that neither it, its parent entities (if any), any of the NGO's subsidiaries or affiliated entities (if any) nor any NGO Personnel is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

26.0 Sexual Exploitation

26.1 In the performance of this Agreement, the NGO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the NGO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

26.2 The NGO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the NGO Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the NGO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the NGO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The NGO acknowledges and agrees that the provisions of this Article 26.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the NGO, without any liability for termination charges or any other liability of any kind.

26.3 UNDP shall not apply the foregoing standard relating to age in any case in which the NGO Personnel is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such NGO Personnel.

27.0 Conflicts of Interest; Anti-Corruption

27.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the NGO shall maintain standards of conflict that govern the performance of the NGO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

27.2 The NGO and persons affiliated with it, including the NGO Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

27.3 If the NGO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 27 undertaken by anyone affiliated with the NGO, the NGO shall immediately disclose the existence of such practices to UNDP.

27.4 The NGO acknowledges and agrees that each of the provisions in Articles 22 to 27 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the NGO, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

28.0 Dispute Settlement

28.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of 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 the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

28.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have

no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

29.0 Termination of this Agreement

29.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

29.2 UNDP shall consult with the NGO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the NGO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

29.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the NGO, suspend or terminate this Agreement by written notice to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

29.4 Upon receipt of a notice of termination by UNDP under the present Article, the NGO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The NGO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 3.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 9.0.

29.5 In the event of termination by UNDP under this Article 29.0, UNDP shall only reimburse the NGO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the NGO by UNDP in accordance with Article 3.0 above, shall not exceed the maximum amount of funds referred to in paragraph 3.1 of that Article. Any reimbursement not requested within six months after termination of the Agreement will not be considered by UNDP.

29.6 Following the termination, in the event UNDP decides to transfer the responsibilities of the NGO for the Activities to another entity, the NGO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

29.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefore upon thirty (30) days' advance written notice to the NGO.

30.0 Notices

30.1 Any notice, request, document, report, or other communication submitted by either the NGO or UNDP shall be in writing and sent to the other party at the address information set forth in block 9 or block 10 of the Face Sheet, as appropriate.

31.0 Survival

31.1 The provisions of Article 4.0 (Refund), Article 5.0 (The NGO Personnel), Article 7.0 (Procurement), Article 9.0 (Equipment), Article 10.0 (Copyrights, Patents, and Other Proprietary Rights), Article 11.0 (Reporting), Article 12.0 (Maintenance of Records), Article 13.0 (Confidentiality), Article 15.0 (Indemnity), Article 18.0 (Audit and

Investigations), Article 21.0 (Privileges and Immunities), and Article 28.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

32.0 Other NGO Representations and Warranties

32.1 The NGO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the NGO and is enforceable against it in accordance with its terms.

33.0 Entry into Force, Duration, Extension and Modification of this Agreement

33.1 This Agreement shall enter into force on the date of its signature by both the NGO and UNDP, acting through their duly Authorized Representatives identified in blocks 11 and 12 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 6 of the Face Sheet.

33.2 Should it become evident to the NGO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 6 of the Face Sheet will be necessary to achieve the Deliverables, the NGO will provide UNDP with a copy of the HC's approval of the NGO's request for a no-cost extension two weeks before the Implementation Period end date. The approval of any extensions beyond the Implementation Period end date are contingent on the foregoing.

33.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

33.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.

PROJECT DOCUMENT/ ANNEX 1

Darfur Community Peace and Stability Fund (DCPSF)

DCPSF Small Grant Facility for COVID 19



Organization Information		
A1	Organization Name	CARE International in Sudan
A2	Nature of Organization (INGO, UN Agency, National NGO, IOM)	INGO
A3	Organization Main Address (Sudan)	Mamoun Behairy Street, Khartoum, Sudan
A4	Legal Status of Organization	Legal
A5	Registration Status of Organization in Sudan	Registered
A6	Year Established in Sudan	1979
A7	Organization Website	www.care.org
A8	Have you previously delivered DCPSF project(s)?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES: If yes, please list date, title, location (state), budget Peace Building Project, South Darfur 2014; 2016 Peace for Recovery Project East Darfur USD 650,000; Peace and Stability for Recovery Project, USD 600,000 South Darfur 2017 - 19; Gender in Peace Initiative, USD 100,000 Darfur 2019;
A9	Is this a consortium application? If yes, please list all agencies.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES: If yes, please list all consortium agencies. List all agencies in the consortium for this project
Contact Information		
A10	Contact Person for Concept Note	Eatizaz Mohamed Yousif
A11	Job Title/Position	Program Directors
A12	Phone	+249 99 333 3374
A13	E-mail	Eatizaz.MohamedYousif@care.org
A14	Country Director Name	Elfateh Osman
A15	Job Title/Position	Country Director
A16	Phone of Country Director	+249 92 333 3363
A17	E-mail or Country Director	Elfateh.Osman@care.org
ORGANIZATION MISSION AND ACTIVITIES		
A18	Description of the Organization's mission and activities	



	<p>CARE works to save lives, defeat poverty, attain peace, and achieve social justice. CARE implements humanitarian and development programs to support the most vulnerable and marginalized communities with a specific focus on women and girls. Its current programming includes WASH, Health, Nutrition, FSL, and Peacebuilding and Economic Empowerment in five different states around Sudan, including East Darfur. In East Darfur, CARE is one of the most prominent Peacebuilding, WASH, Health, and Nutrition service providers, and it has ongoing projects in six localities (Assalaya, Abu Karinka, Bahar Al Arab, Ed Daein, El Ferdous, and Yassin). Its WASH service also includes more than 40,000 South Sudanese refugees residing in Al Nimir, El Ferdous, and Kario. CARE supports 11 health and nutrition facilities in five localities (Assalaya, Abu Karinka, Bahar Al Arab, Ed Daein, and Yassin), including a stabilization center in Ed Daein hospital. In East Darfur, CARE serves more than 150,000 people, including 41,962 refugees, and projects are delivered in an integrated manner with strong community participation, including women, girls, youth, and people with disabilities. CARE has also supported several communities in these localities through funding from the UNDP DCPSF project, where important structures such as VDCs, CBRMs, women associations, youth associations, natural resource management committees, and demarcation routes are implemented.</p>	
A19	Applicant Declaration	<input checked="" type="checkbox"/> I have read the Full Proposal Guidance and used it for the development of this concept note.

Section B: Project Information

Project details					
B1	Project Title	Enhancing East Darfur state capacity to prevent, detect, and respond to the COVID19 pandemic in three localities			
B2	Project Location – State	North Darfur <input type="checkbox"/>	West Darfur <input type="checkbox"/>	Central Darfur <input type="checkbox"/>	
		South Darfur <input type="checkbox"/>	East Darfur <input checked="" type="checkbox"/>		
B3	Project Location – Locality and community	Locality	Abu Karinka	Village(s)	Jadel Seed & Bakhit
		Locality	Assalaya	Village(s)	Al Sunta
		Locality	Ed Daein	Village(s)	Alneem A, Alneem B and Jalabi
		Locality	Enter Locality	Village(s)	Enter Villages
		Locality	Enter Locality	Village(s)	Enter Villages
		Locality	Enter Locality	Village(s)	Enter Villages

Darfur Community Peace and Stability Fund (DCPSF)

DCPSF Small Grant Facility for COVID 19



		Locality	Enter Locality	Village(s)	Enter Villages	
B4	Project Duration (Number of Months – all projects should be between 1 – 3 months)	3				
B5	Does your organization currently have a field office in the state where the project will be implemented?	<input checked="" type="checkbox"/> YES		<input type="checkbox"/> NO		
		Address of Field Office	Elnazir District, Ed Daein			
		When established?	2015	Number of Staff:	31	
B6	Estimated Project Budget in USD	50,000				
B7	<p>Executive Summary. Provide a concise executive summary of the project, including what specific results you intend to achieve.</p> <p>As the COVID19 pandemic continues to sweep the world, Sudan has 29 confirmed cases as of April 14, all in Khartoum, with four deaths, after the first case was reported on March 12, 2020. The low number might be attributed to a lack of testing. There are rumored cases around different states, but tests take weeks to confirm since samples are sent to Khartoum.</p> <p>According to INFORM Global Risk Index data, the world's 'highest risk' countries have three times higher exposure to epidemics, such as COVID19, but also have a six times higher risk in terms of their access to healthcare compared to the world's lowest-risk countries. Sudan is among the highest risk countries with one of the weakest capacity to cope with the added stress of a COVID19 pandemic. Therefore, if developed countries with superior financial capabilities, health facilities, and infrastructures are struggling to deal with the pandemic, the impact it will have on high-risk countries, like Sudan, will be devastating. In Sudan, according to the 2020 HNO, 9.3 million people need humanitarian assistance, including refugees and IDPs. Only 33% of health facilities have a complete package of basic health services, including sexual and reproductive health. Hospitals lack basic medicines, with imports having dropped by 35% in the past year, increasing costs by 50-100% while reducing overall availability. Sudan needs more than 44 million USD to respond to the COVID19 pandemic according to the Federal Ministry of Health's March 14, 2020 response plan, and most of it is expected to be covered by different donors.</p> <p>East Darfur state is among the poorest states in Sudan with a 67% poverty rate, a high percentage of malnutrition (10.3% GAM), and poor access to health and WASH services, exacerbated with poor hygiene practices. More than 60% of the population don't have access to health and nutrition messages, and less than 10% of the people consider difficulty breathing as a danger sign. (2019 S3M). Currently, there is only one isolation center that is supported by CARE.</p>					



Therefore, based on CARE's discussion with MOH, WHO, UNICEF, and other partners, the provision of timely and accurate information to communities about the pandemic using existing community structures and all other available means is paramount. Sudan has one of the weakest health systems in the world, and prevention through awareness-raising key to safeguarding the communities' wellbeing. Provision of water supply service, hand washing facilities, soap, and other disinfectants are critical both at communities and health facilities level. There is also a need to provide Personal Protection Equipment (PPE) for health service providers and outreach workers.

CARE has also supported several communities in these localities through funding from the UNDP DCPSF project, where vital structures such as VDCs, CBRMs, women associations, youth associations, natural resource management committees, and demarcation routes are implemented. Through UNDP DCPSF funding, CARE will provide appropriate awareness and preventive skills for women and men leaders of these structures and the general community to respond to COVID19 threats. Furthermore, support will be given the health facilities these communities access and use.

Darfur Community Peace and Stability Fund (DCPSF)

DCPSF Small Grant Facility for COVID 19



VILLAGES	PLANNED INTERVENTIONS	Female		Male	
		Adult	Youth	Adult	Youth
Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Training of 100 (60 women and 40 men) community based conflict resolution mechanisms, women and youth association group leaders on COVID19, surveillance, isolating and reporting suspected cases, and outbreak management. The training will be conducted based on the MOH and WHO guidelines, keeping the trainees ten or less at a time and maintaining social distancing.	40	20	30	10
Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Provision of house-to-house COVID19 messaging, including prevention, symptoms identification, social distancing, and contacting the ministry of health to 56,700 people by the 100 trained people in collaboration with other existing trained health workers in the areas. The unique vulnerabilities and needs of pregnant lactating women, children under five, and people with a chronic illness will gain focus on the training and the outreach activities.	13,608	16,443	11,340	15,309
Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Establishing three Early Warning and Reporting (EWAR) mechanisms, one per the targeted locality, using the trained village development committees, women and youth association group leaders, and conduct active case surveillance in close coordination with SMOH. Clear communication lines will be established between the communities and with MOH and CARE.	13,608	16,443	11,340	15,309
Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Printing 30,000 different IEC materials in Arabic, including pamphlets, based on FMOH/WHO guidelines to be used at health facilities, public areas, and house-to-house distributions, maintaining social distancing. CARE will ensure the IEC materials distribution covers the different groups of the communities (men, women, boys, and girls, including people with disabilities, old ages, and other vulnerable groups). This will be in addition to radio messaging (see below). Furthermore, whenever the opportunity arises, the sharing of household chores among family members and caring for one another will be promoted.				
Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Raising communities' awareness using community radio stations for two months, considering the differentiated needs of women, girls, boys, and men in pastoralist, farming, and refugee settings.	13,608	16,443	11,340	15,309
Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Provision of assorted PPE for health care service providers in the targeted three localities and community outreach workers, if available. CARE will try to explore local production.	50	25	40	15

Darfur Community Peace and Stability Fund (DCPSF)
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Alneem A, Alneem B, Al Sunta, Bakhit, Jalabi, and Jadel Seed	Installing child friendly 40 handwashing facilities at health facilities and other public gathering areas and provision of soaps for three months. Water will be trucked using donkey carts in areas where water is not available, and communal washing facilities will be managed in coordination with community leaders.				
Total		13,608	16,443	11,340	15,309

Note: the number of total population that will be reached by the project can be much higher as Radio can reach more numbers than face to face communication.

Results: Monitoring and Evaluation

How will you measure change in your project? What are your plans to monitor and evaluate your project?

CARE will use **gender lens** in addressing the needs of the affected groups, **gender, and age marker** to evaluate and take appropriate corrective action on the proposed actions, and organize review sessions with targeted project participants and partners to ensure implementation of the project.

CARE also recognizes that meeting material needs without considering key **protection principles** results in harming at risk groups. Important aspects of protection are well-considered on such as safety, dignity, access, setting suable accountable mechanisms, and ensuring active participation of women, men, girls, boys, people with disability, pregnant and lactating women, children all groups in the conflict-affected population in East Darfur. Furthermore, **Do No Harm** tool will be used to avoid or mitigate potential negative effects of any response action.

CARE has different **feedback mechanisms** to support better projects' performance and ensure the attainment of the anticipated results on women, girls, boys, and men based on internationally agreed IASC principles and CARE's strategic commitments for women empowerment and gender equality.

The **monitoring plan** will respect social distancing and will include phone calls and monthly reporting. Targeting, distribution of items, and training will be monitored using data collection formats.

PROJECT BUDGET /ANNEX 2



Section 6. DCPSF Project Budget

DCPSF Implementing Partner	CARE International Switzerland			
DCPSF Ref. Code	DCPSF/INGO/2020/Covid19/1			
Project Title	Promoting Peace in East Darfur			
Proposed Project Duration	3 months			
Proposed Project Start and End Dates	June 1 - Aug 31, 2020			
DCPSF Funding Request	USD 50,000			

Items Description:	# of Units	Unit Cost (in USD)	% of Unit	Unit Measure	Frequency/Duration	Total Cost (in USD)	
DIRECT PROJECT COSTS							
Enhancing East Darfur state capacity to prevent, detect, and respond to the COVID19 pandemic in three localities							
Activities							
1	Training of 100 (50 women and 40 men) community based conflict resolution mechanisms, women and youth association group leaders on COVID19, surveillance, isolating and reporting suspected cases, and outbreak management.	100	\$ 10.00	100%	Person	1	\$ 1,000.00
2	Provision of house-to-house COVID19 messaging, including prevention, symptoms identification, social distancing, and contacting the ministry of health to 56,700 people by the 100 trained people in collaboration with other existing trained health workers in the areas. (Incentive: 20 USD)	100	\$ 20.00	100%	Person	2	\$ 4,000.00
3	Establishing three Early Warning and Reporting (EWAR) mechanisms, one per the targeted locality, using the trained village development committees, women and youth association group leaders, and conduct active case surveillance in close coordination with SMOH (stationary).	3	\$ 100.00	100%	Locality	1	\$ 300.00
4	Printing 30,000 different IEC materials in Arabic, including pamphlets, based on FMOH/WHO guidelines to be used at health facilities, public areas, and house-to-house distributions, maintaining social distancing.	30,000	\$ 0.30	100%	Number	1	\$ 9,000.00
5	Raising communities' awareness using community radio stations for two months, considering the differentiated needs of women, girls, boys, and men in pastoralist, farming, and refugee settings. (30 minutes per day, 3 times per week)	30	\$ 100.00	100%	Number	1	\$ 3,000.00
6	Provision of assorted PPE for health care service providers in the targeted three localities and community outreach workers, if available.	100	\$ 100.00	100%	Person	1	\$ 10,000.00
7	Installing child friendly 40 handwashing facilities at health facilities and other public gathering areas and provision of soaps for three months.	40	\$ 50.00	100%	Number	1	\$ 2,000.00
8	Renting vehicles for awareness raising. (2 vehicles for 10 days per month for 2.5 months @ 100 USD/day)	2	\$ 1,000.00	100%	Month	2.5	\$ 5,000.00
	Sub total - Activities						\$ 34,300.00
Personnel & Benefits							
	Corona Response Officer - East Darfur	1	\$ 1,500.00	100%	Month	3	\$ 4,500.00
	Health and Nutrition Program Manager - East Darfur	1	\$ 3,312.60	15%	Month	3	\$ 1,490.67
	WASH Officer - East Darfur	1	\$ 1,262.53	25%	Month	3	\$ 946.90
	Sub total - Personnel						\$ 6,937.57
General Operating & Administrative Costs							
Ed Daein/KRT Office							
	Office space (rent, utilities, etc.)	1	13,000	10%	Month	3	3,900
	Communications (telephone, internet)	1	1,000	33%	Month	3	992
	Office Supplies	1	200	100%	Month	3	600

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Items Description	# of Units	Unit Cost (in USD)	% of Unit	Unit Measure	Frequency/ Duration	Total Cost (In USD)
DIRECT PROJECT COSTS						
Sub total - General Operating & Administrative Costs						5,492
SUB-TOTAL PROJECT COSTS						46,729
PROGRAMME SUPPORT COSTS/(PSC) 7% of SUBTOTAL Project Costs						3,271.06
GRAND TOTAL COST						50,000

End of Document

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