

GRANT ARRANGEMENT

BETWEEN

THE DEPARTMENT OF FOREIGN AFFAIRS TRADE AND
DEVELOPMENT

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

P005066/00109297: Support to Fiji COP23 Presidency

GRANT ARRANGEMENT

BETWEEN: The Department of Foreign Affairs, Trade and Development (hereinafter referred to as "DFATD");

AND: The United Nations Development Programme/UNDP (hereinafter referred to as "the Organization");

Individually or together hereinafter referred to as the "Participant(s)".

DFATD wishes to provide a grant (hereinafter referred to as the "Grant") to support the Project entitled "P005066/00109297: Support to Fiji COP23 Presidency", (hereinafter referred to as the) "Project";

The Organization will implement the Project directly or enter into agreement(s) with implementing partner(s)/third parties as necessary to ensure the successful implementation of the Project;

The purpose of this Grant Arrangement (hereinafter referred to as the "Arrangement") is to set out the terms concerning the transfer and administration of the Grant;

The respect for human rights, democratic principles, the rule of law, gender equality and good governance, including the fight against corruption, are fundamental principles on which the cooperation between the Participants rests and which constitute essential elements of this Arrangement;

NOW THEREFORE, under this Arrangement, the Participants have reached the following understanding:

Paragraph I. The Grant

1. Upon signature of this Arrangement by both Participants, DFATD will make one single payment in an amount of one million four hundred thousand Canadian Dollars (CDN \$ 1,400,000) under DFATD's fiscal year 2017-2018 for the purpose of the Project described in Annex A:
2. Any change to the installment payment schedule above will be made through an amendment to this Arrangement in accordance with the provisions of Paragraph XVI below.
3. DFATD will make the payment(s) to the Organization through bank transfer(s), in the Organization's bank account as follows:

Bank name: BANK OF AMERICA CANADA
Account name: United Nations Development Programme (CAD) Account
Account number: 711442252220
Address: 200 Front St. West, 26th Floor
Toronto, Ontario M5V 3L2, CANADA
SWIFT code: BOFACATT
Transit number 56792
Currency: CAD

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4. DFATD will inform the Organization when the Grant or any installment of the Grant is paid via an e-mail message with remittance information to contributions@undp.org. The Organization will confirm receipt of payment(s) and the value of the payment(s) to DFATD by email at maroun.aboufayssal@international.gc.ca.
5. The value of the Grant, made pursuant to this Arrangement, will be determined by applying the United Nations operational rate of exchange for US Dollars in effect on the date of payment(s). The Organization's commitments for implementation of the Project under this Arrangement are contingent upon receipt of the Grant and are limited by the value of the Grant.

Paragraph II. Utilization of the Grant

1. The Grant will be received, administered, used and expended by the Organization in accordance with the Organization's regulations, rules, policies and procedures, as well as the terms of this Arrangement.
2. The Organization will ensure that the Grant is utilized exclusively for the purpose of the Project.
3. DFATD may withhold payment or request reimbursement of the Grant, should DFATD reasonably determine that the Organization:
 - 3.1 used the Grant for purpose other than the Project described in Annex A. The Participants acknowledge that "used the Grant for a purpose other than the Project described in Annex A" means when the Organization applies the Grant for a different project than the one described in Annex "A";OR
 - 3.2 receives a payment made in error. The Participants acknowledge that "error" will mean (a) when the payment is sent to the Organization by mistake as it should have been sent to a different organization and/or (b) when the Organization applies the payment to a different country programme and/or a different project than the one agreed by the Participants.
4. Sub-paragraph 3(i) will not apply to the misuse of funds by implementing partner(s)/third parties, which will be governed by paragraph XIX. The Participants understand that DFATD will, before withholding any payment, consult with the Organization as per paragraph XII of this Arrangement.

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Paragraph III. Liability

1. DFATD will not be held liable for any contractual commitments entered into by the Organization with any third party for the implementation of the Project.
2. DFATD will have no liability for any claims arising from the implementation of the Project or any infringements of intellectual property of others.

Paragraph IV. Access to Information, Confidential Information and Intellectual Property

1. The Participants acknowledge and agree that this Arrangement and information with respect to the Project described in Annex A and arising from the implementation of the Project will be disclosed in accordance with the Participants' respective access to information and privacy disclosure regulations, rules, policies, procedures and laws.
2. The Participants will mutually ensure that any information of a confidential nature will be treated as confidential. Any documents that one Participant provides to the other and which it considers to be confidential in nature will be clearly marked as such. The Participants will use all reasonable efforts to protect the confidential information from disclosure to any third party. Such efforts will be governed by the Participants' respective regulations, rules, policies, procedures and laws.
3. The Participants understand that any intellectual property resulting from the Project of the Organization undertaken under the Project set out herein will be vested in the Organization. The Organization agrees to allow DFATD use of such Intellectual Property, free of charge, for non-commercial Purposes. The Organization also acknowledges that the Project is part of an international assistance Program and that any Intellectual Property rights created by virtue of the Grant will only be asserted in a manner that promotes the interests and objectives of the Project of international assistance and where possible, maximizes the use of the products created by virtue of the Grant.
4. The Organization make reasonable efforts to ensure that any intellectual property rights provided under this Arrangement will not infringe on the intellectual property rights of others

Paragraph V. No employee or agency relationship.

1. This Arrangement is neither a contract for services nor a contract of service or employment. No provision in this Arrangement creates or may create a joint venture, an association, or a



partnership, employment or agency relationship, mandate, representation or delegation between DFATD and the Organization.

2. The Organization is responsible to ensure its own security and the security of its personnel, in accordance with the Organization's regulations, rules, policies and procedures. DFATD assumes no responsibility for the security of the Organization or its personnel.

Paragraph VI. Equipment and Material Purchases.

1. Ownership of equipment, supplies and other properties financed from the Grant will vest in the Organization. Matters relating to the transfer of ownership by the Organization of such equipment, supplies and other properties will be determined in accordance with the relevant regulations, rules, policies and procedures of the Organization. Unless otherwise agreed to and specified in Annex A. Procurement to be implemented by the Organization will be in accordance with the Organization's procurement regulations, rules, policies and procedures exclusively.

Paragraph VII. Administration and Reporting

1. All financial accounts and statements will be expressed in United States dollars.
2. The Organization will provide DFATD with the following reports:
 - 2.1 an annual results-based narrative report, within three (3) months of the end of each calendar year including an interim financial report, which provides an evidence-based assessment of progress on or toward the achievement of expected outputs, outcomes and impact. This annual results-based narrative report should provide evidence of performance using actual data on output, outcome and impact level performance indicators, identified in the relevant results framework for this Project, in comparison to baseline and targets.

The annual results-based narrative report should be accompanied by an annex providing actual data on each performance indicator as per its collection frequency.

The annual-results based narrative report will outline the following:

- a. an analysis of the key challenges and constraints internal and external to the Organization and which may influence the success of the Project as a whole, as well as explanations of variance between expected and actual results, lessons learned and mitigation measures. The organization will also describe the organization's efforts to ensure sustainability of results achieved and specify whether the Project is on track to achieve the Project's expected outputs, outcomes and impact;

- b. if relevant, an assessment of how the Organization's gender equality strategy, if any, is being implemented by the Project and how it is contributing to the achievement of expected Project results;
 - c. if relevant, a summary of environmental issues that affect and or arise from the Project and how they are being addressed to ensure expected results are achieved;
 - d. if relevant, a summary of what governance and human rights issues affect the Project and description of how governance considerations (i.e. capacity and responsiveness; efficiency and effectiveness; transparency and accountability; equity, equality and non-discrimination; participation and inclusion) have been taken into account to address the issues in the design, implementation, results and monitoring of the Project.
- 2.2 an annual certified financial report as of December 31st of every year to be submitted within six (6) months of the end of each calendar year.
- 2.3 if relevant a final narrative report within three (3) months of the completion of the Project, the expiry or termination of this Arrangement including an interim financial report. The report will include an evidence-based analysis of cumulative outputs, outcomes, and impact achieved over the course of the Project This final narrative report should provide evidence of performance using actual data on output, outcome and impact level performance indicators, identified in the relevant results framework for this Project, in comparison to baseline and targets. The final narrative report should also be accompanied by an annex providing actual data on each performance indicator as per its collection frequency. The report should also outline challenges and lessons learned, and include a summary of considerations identified in above paragraph 2 a) ii, iii and iv, and how the Projects ensuring the sustainability of results achieved.
- 2.4 a final certified financial report to be submitted by 30 June of the following year of the completion of the Project, the expiry or termination of this Arrangement
- 2.5 at DFATD's request and expense in consultation with the Organization, more frequent reports

Paragraph VIII. Administrative and Support Services

1. The Grant will be subject to cost recovery for indirect costs (General Management Support (GMS)) services equal to 8% of the total value of the Grant in accordance with the Organization cost recovery policy. Furthermore, as long as they are unequivocally linked to



the Project, all direct costs of implementation of the Project, including the costs of the third parties, will be borne by the Grant and reflected in the Project's budget.

Paragraph IX. Audit

1. The Grant will be subject exclusively to the provisions on external and internal audit provided for in the Organization's financial regulations, rules, policies and procedures. The external audit report will be disclosed by the United Nations Board of Auditors at <http://www.un.org/en/auditors/board/reports.shtml>, or at such other URL as the Board of Auditors may from time to time decide. The internal audit report will be publicly disclosed in accordance with the protocols established by the Organization's Executive Board, subject to limitations contained in the relevant decisions of the Organization's Executive Board. The Organization will inform DFATD when the external audit reports are disclosed and if there is a change in URL.
2. Any part of the Grant transferred to implementing partner(s)/third parties will be audited and the corresponding report disclosed in accordance with the Organization's financial regulations, rules, policies and procedures.

Paragraph X. Evaluation

1. The Project will be evaluated in accordance with Organization's regulations, rules, policies and procedures.
2. The evaluation reports of the Organization which are publicly disclosed can be found at: (<http://www.ng.undp.org/>), or at such other URL as the Organisation may from time to time decide. The Organization will inform DFATD when the evaluation report is disclosed and if there is a change in URL <https://erc.undp.org>.

Paragraph XI. Visibility

1. Where appropriate, the Organization will ensure visibility and provide public recognition of DFATD's support in publications, speeches, press releases, websites, social media or other communication material in accordance with the Organization's policies and procedures. The Organization will supply DFATD with a copy of any written or electronic material acknowledging DFATD's support. DFATD may provide content and input acceptable to the Organization into any supporting communication material.
2. The Organization will provide at least fifteen (15) days advance notice to DFATD (unless otherwise agreed upon) of any planned initial public announcement of Canada's support.

DFATD reserves the right to make the initial public announcement or participate in any official ceremony, public event or announcement made by the Organization.

3. All public materials issued jointly by DFATD and the Organization must be judged acceptable by both Participants and will be made available in both English and French.

Paragraph XII. Consultation

1. DFATD and the Organization will consult each other in respect of any matter that may arise in relation to this Arrangement.

Paragraph XIII. Suspension

1. Following consultations as provided for in paragraph XII, either Participant may at any time suspend this Arrangement in whole or in part by a written notice of its intent to do so to the other Participant. Both Participants will endeavour to identify ways and means to manage the suspension, thereby mitigating the impact on the Project until such time that the suspension is lifted.
2. DFATD will nevertheless cover any commitments entered by the Organization up to the date on which the notice of suspension takes effect.

Paragraph XIV. Notification of Completion of activities and Termination;

1. The Organization will notify DFATD when all activities relating to the Project have been completed.
2. Following consultations as provided for in paragraph XII, either Participant may at any time terminate this Arrangement in whole or in part by giving ninety (90) days' written notice of its intent to do so to the other Participant.
3. DFATD will nevertheless cover any commitments entered by the Organization up to the date on which the notice of termination takes effect. The Organization will continue to hold unutilized portion of the Grant in order for the Organization to bring the Project activities to an orderly conclusion
4. Any portion of the Grant that remains unexpended after such commitments have been satisfied will be reallocated by the Organization, in consultation and agreement with DFATD.

Paragraph XV. Environmental Assessment

1. The Organization shall notify DFATD if any project components are added that could have potential environmental effects. In this case, DFATD may take necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

Paragraph XVI. Amendment of the Arrangement

1. This Arrangement may only be amended prior to the expiration or earlier termination of this Arrangement in writing and must be signed and dated by both DFATD and the Organization.

Paragraph XVII. Notice

1. Any notice to be given to either Participant with respect to this Arrangement will be effectively given if delivered or sent by registered letter or facsimile addressed to the other Participant at the address given in this Paragraph. The address of either Participant may be changed by notice in the manner set out in this Paragraph.
2. Any notice to DFATD will be addressed to:
Senior Development Officer, Mongolia and Oceania
Northeast Asia and Oceania Division (OPA)
Asia Pacific Branch (OGM)
125 Sussex Drive, Ottawa, Ontario, Canada K1A 0G2
T: 343-203-3429
Fax: 613-943-1063
Email: maroun.aboufayssal@international.gc.ca
3. Any notice to the Organization will be addressed to:
TITLE: Country Director and Head of Regional Policy and Programming
Division: UNDP Pacific Office in Fiji
Telephone: +679 330 0399
Facsimile: +679 330 1976
Email: Bakhodir.burkhanov@undp.org



Paragraph XVIII. Entire Understanding

1. This Arrangement together with Annex A, which forms an integral part hereof, constitutes the entire understanding between DFATD and the Organization with respect to the Project.

Paragraph XIX. Proscribed Practices (Anti-Corruption)

1. The Organization and DFATD understand that it is important to take all necessary precautions to avoid any proscribed practice as this term is defined in the Organization's Oversight Policy. To this end, the Organization will, *inter alia*, maintain standards of conduct that govern the conduct of its staff, including the prohibition of proscribed practices in connection with the award and administration of contracts, agreements, grants, or other benefits, as set forth in the *Staff Regulations and Rules of the United Nations*, the Organization's *Financial Regulations and Rules*, and the *Organization's Procurement Policies and Procedures*.
2. Any investigation into allegations of proscribed practices under sub-paragraph 1 or attempts to recover any misused Grant funds will be subject exclusively to the terms of the Organization's regulations, rules, policies and procedures, the terms of the Organization's Oversight Policy, and the relevant resolutions and decisions of the General Assembly.
3. In respect of such amount(s) of the Grant that the Organization has been able to recover as provided for in Paragraph XIX, sub-paragraph 2 above, the Participants will consult to decide whether the amount be returned to DFATD or be re-programmed at DFATD's request.

Paragraph XX. Anti-Terrorism

1. Consistent with numerous United Nations Security Council resolutions, including, but not limited to S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both DFATD and the Organization are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the laws of Canada that none of its funds are used, directly or indirectly, to support individuals or entities associated with terrorism.
2. As required by the Organization's regulations, rules, policies and procedures, the Organization will screen potential third parties to ensure the Organization does not knowingly work with any implementing partner(s)/third parties appearing on the Consolidated United Nations Security Council Sanctions List as modified during this Arrangement.
3. The Organization will make its best efforts to provide to DFATD a list of implementing partner(s)/third parties before the signature of this Arrangement. If not received before

signature, the Organization will provide to DFATD the list of third parties as soon as it is available.

4. Any payments to implementing partner(s)/third parties that the Organization will make from the Grant will be made only to third parties listed in Annex A. Any change to the list of third parties included in Annex A will be submitted to DFATD in writing, no later than thirty (30) days before signing any agreement with the proposed new third party. Annex A will be updated as necessary without a formal amendment as stated in Paragraph XVI.
5. DFATD may, from time to time, inform the Organization in writing if it has identified implementing partner(s)/third parties included in Annex A that are associated directly or indirectly with terrorism. In such instance, DFATD and the Organization will discuss and determine in good faith an appropriate course of action, including reallocation of remaining funds, suspension or termination of this Arrangement.
6. The Organization will include an appropriate clause in its agreements with implementing partner(s)/third parties requiring that the third parties use all reasonable efforts to ensure that no funds transferred are used to benefit individuals or entities appearing on the *Consolidated United Nations Security Council Sanctions List*.

Paragraph XXI. Economic Sanctions

1. It is a term of this Arrangement that the Organization will respect the international economic sanctions imposed by the United Nations.
2. DFATD may, from time to time, inform the Organization in writing if it has identified a third party acting in violation of international economic sanctions imposed by the United Nations. In such instances, DFATD and the Organization will discuss and determine in good faith an appropriate course of action, including reallocation of remaining funds, suspension or termination of this Arrangement.

Paragraph XXII. General Provisions

1. DFATD seeks to ensure that no current or former public office holder, member of the Canadian House of Commons, member of the Senate or public servant of the Government of Canada who is not in compliance with the Canadian Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Conflict of interest code for Senators, the Values and Ethics Code for the Public Service and the Values and Ethics Code for the Public Sector will derive a direct benefit from this Arrangement. It is the obligation of such persons to ensure compliance with their obligations under the above Canadian laws and codes.

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2. This Arrangement will not be assigned by the Organization without the prior written consent of DFATD.
3. Any payment to be made under this Arrangement is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If DFATD's appropriation is changed by the Parliament of Canada, DFATD may reduce the Grant or terminate this Arrangement with a written notice to the Organization.
4. This Arrangement is not an international treaty and does not create any obligation under public or private international law. It is an administrative arrangement between DFTAD and the Organization.
5. Nothing in or relating to any provision in this Arrangement will be construed as constituting a waiver, express or implied, of any of the privileges and immunities of the Participants.
6. Any difference arising out of or relating to this Arrangement will be settled amicably by the Participants.

Paragraph XXIII. Coming into Effect; Term; Expiration

1. The Arrangement will come into effect on the date of the last signature and will remain in effect until the completion of the Project activities December 31, 2018.

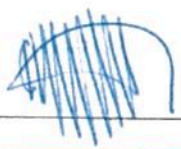
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Done in the English language in two (2) copies,


For the Department of Foreign Affairs,
Trade and Development

For the United Nations Development
Programme (UNDP)

Signature Luke T. Myers

Signature 

Name Luke T. Myers

Name 

Title Deputy Director
(Development)

Title _____

Date 16/03/2018

Date 16/3/2018

ANNEX A

Project Description

From November 2017 – November 2018, Fiji will hold the COP Presidency under the United Nations Framework Convention on Climate Change (UNFCCC) process. This will be the first COP Presidency from a small island country that is particularly vulnerable to the impacts of climate change, and therefore it has gathered a lot of attention by Governments, civil society, private sector, academia and the media.

The preparation for, and conduct of, a COP Presidency is complex and substantial work, which involves political, technical and organisational aspects. Given the high demands for such a comprehensive process, the donor community, including UNDP and other organisations are providing a range of support to the Fijian Government, to support a successful Presidency. The outcome of COP23 and the work undertaken in 2018 must maintain the momentum of the Paris Agreement (PA) and advance the work of the UNFCCC, including making progress on the PA implementation guidelines.

The Government of Canada is providing financial support to assist Fiji's successful COP Presidency. Canada has noted that it is an important milestone for COP23 to be chaired by a small island developing state, to ensure that the concerns and priorities of Fiji and other SIDS are fully reflected in the COP process. This project enhances efforts, already supported by UNDP, to integrate Pacific SIDS concerns and priorities as well as helping build a strong Fijian COP23 Presidency and national climate change team. It will assist a deeper and more vibrant Canada-Fiji relationship.

Expected results

The intermediate outcomes of this project are: 1) Fiji is fully engaged in the development and implementation of the Talanoa Facilitative Dialogue and the Climate Action Pacific Partnership; and 2) Fiji National Climate Negotiations team effectively negotiate informed climate actions and advocate for gender inclusion.

The two intermediate outcomes will be achieved through various activities, such as:

- Support for Fijian Presidency to deliver a successful Talanoa Facilitative Dialogue in 2018. This includes developing information relevant for the region as an input to the Talanoa Facilitative Dialogue and supporting participation in the technical part of the Dialogue;
- Support the second Climate Action Pacific Partnership (CAPP) conference with emphasis on civil society mobilization and participation;

- Promote education and awareness of youth through support for a Global Youth Forum around the May 2018 Bonn UNFCCC session;
- Provide regular training for the Fijian national team on each of the Paris Agreement agenda items, following the outcomes of UNFCCC sessions in preparation for the forthcoming sessions up to COP24;
- Support for the preparation of an enhanced Nationally Determined Contribution (NDC) and National Adaptation Plan (NAP) through 2018;
- Increase awareness of the linkages between climate change and gender.

Project Governance

Government Cooperating Agency: Ministry of Finance. The Government Cooperating Agency is the governmental unit directly responsible for the government's participation in each UNDP-assisted project. In consultation with the Implementing Partner (UNDP), the Government Cooperating Agency will designate its representative, who performs the role and functions of the Senior Beneficiary in the Project Board.

Implementing Partner: UNDP. The Implementing Partner is the entity responsible and accountable for managing a project, including the monitoring and evaluation of project interventions, achieving project outputs, and for the effective use of resources.

Project Board (also called Project Steering Committee): The Project Board is the group responsible for making by consensus, management decisions for a project when guidance is required by the Project Coordinator, including recommendation for UNDP/Implementing Partner approval of project plans and revisions. In order to ensure UNDP's ultimate accountability, Project Board decisions should be made in accordance with standards that shall ensure management for development results, best value money, fairness, integrity, transparency and effective international competition. In case a consensus cannot be reached within the Board, final decision shall rest with the UNDP Programme Manager.

Project Coordinator: The Project Coordinator has the authority to run the project on a day-to-day basis on behalf of the Implementing Partner within the constraints laid down by the Board. The Project Coordinator is responsible for day-to-day management and decision-making for the project. The Project Coordinator's prime responsibility is to ensure that the project produces the results (outputs) specified in the project document, to the required standard of quality and within the specified constraints of time and cost. The Implementing Partner appoints the Project Coordinator, who should be different from the Implementing Partner's representative in the Outcome Board. Prior to the approval of the project, the Project Developer role is the UNDP

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staff member responsible for project management functions during formulation until the Project Coordinator from the Implementing Partner is in place.

Project Assistant: The Project Assistant role provides project administration support to the Project Coordinator as required by the needs of the individual project or Project Coordinator.



