

**FINANCING AGREEMENT BETWEEN THE MINISTER FOR FOREIGN
AFFAIRS AND TRADE OF IRELAND AND THE UNITED NATIONS
DEVELOPMENT PROGRAMME (UNDP)**

This Financing Agreement is made between the Minister for Foreign Affairs and Trade of Ireland, represented by the Development Cooperation and Africa Division of the Department of Foreign Affairs and Trade (hereinafter referred to as “Irish Aid”) and the United Nations Development Programme (UNDP) (each referred to as “Participant” and both jointly referred to as “Participants”).

WHEREAS Irish Aid hereby agrees to contribute funds to UNDP (hereinafter referred to as “the Contribution”) subject to the provisions set out in this Agreement for the implementation of “*Intensifying Support to Victims of Sexual and Gender-Based Violence (SGBV) and their participation in Truth, Reconciliation and Reparations Commission (TRRC) processes in The Gambia*” (hereinafter referred to as “the Project”), as described in the Project document HQAU.2019.UNDP.GMB “**Intensifying Support to Victims of Sexual and Gender-Based Violence (SGBV) and their participation in Truth, Reconciliation and Reparations Commission (TRRC) processes in The Gambia**”, in The Gambia, and submitted to Irish Aid for information.

WHEREAS UNDP is prepared to receive and administer the Contribution for the implementation of the Project,

WHEREAS the Government of The Gambia has been duly informed of the Contribution of Irish Aid to the Project

WHEREAS UNDP may designate an Implementing Partner for the implementation of the Project (hereinafter referred to as the “Implementing Partner”)

NOW THEREFORE, UNDP and Irish Aid have decided and express their intentions as follows:

Paragraph I. The Contribution

1. (a) Irish Aid will, in accordance with the schedule of payments set out below, and subject to the provisions set out in this Agreement, contribute to UNDP the amount of Two Hundred Fifty Thousand Eight Hundred Twenty Nine Euros (€250,829). The Contribution will be deposited in the following bank account:

Bank Name:	Bank of America - London
Bank Address:	5 Canada Square, London UK E14 5AQ
Account Number:	6008-6272 22022
Account Name:	UNDP Contributions Euro Account
IBAN:	GB59 BOFA 1650 5062 7220 22
Sort Code:	165050
Swift Code:	BOFAGB22

<u>Schedule of payments</u>	<u>Amount</u>
Upon signature of the agreement	€ 250,829

1% Levy (As set out in Annex A)

€2508.29

(b) Irish Aid will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the following information: donor's name, UNDP country office, project title *Intensifying Support to Victims of Sexual and Gender-Based Violence (SGBV) and their participation in Truth, Reconciliation and Reparations Commission (TRRC) processes in The Gambia*, donor reference (HQUA.2019.UNDP.GMB). This information should also be included in the bank remittance advice when funds are remitted to UNDP.

2. The value of the payment, if made in a currency other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP will inform Irish Aid with a view to determining whether any further financing could be provided by Irish Aid. Should such further financing not be available, the assistance to be provided to the Project may be reduced, suspended or terminated by UNDP in accordance with Paragraph X. If, in such a case, a gain in the value of the balance of funds is recorded, UNDP will apply this new balance to the Project balance and report on the new total.
3. The above schedule of payments takes into account the requirement that the payments will be made in advance of the implementation of planned activities. It may be amended pursuant to Paragraph XVI to be consistent with the progress of Project delivery.
4. UNDP will receive and administer the payment in accordance with the rules, regulations, policies and procedures of UNDP.
5. All financial accounts and statements will be expressed in United States dollars.

Paragraph II. Utilization of the Contribution

1. Irish Aid hereby agrees to contribute funds to UNDP (hereinafter referred to as "the Contribution") subject to the provisions set out in this Agreement for the implementation of "*Intensifying Support to Victims of Sexual and Gender-Based Violence (SGBV) and their participation in Truth, Reconciliation and Reparations Commission (TRRC) processes in The Gambia*" (hereinafter referred to as "the Project"), as described in the Project document **HQUA.2019.UNDP.GMB "Intensifying Support to Victims of Sexual and Gender-Based Violence (SGBV) and their participation in Truth, Reconciliation and Reparations Commission (TRRC) processes in The Gambia"** in The Gambia, and submitted to Irish Aid for information.
2. The implementation of the responsibilities of UNDP pursuant to this Agreement and the Project document will be dependent on receipt by UNDP of the Contribution in accordance with the schedule of payment as set out in Paragraph I, sub-paragraph 1, above. UNDP will not start the implementation of the activities prior to receiving the Contribution or the first tranche of the Contribution (whichever is applicable).

3. Subject to sub-paragraph 8, if unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP will submit to Irish Aid on a timely basis a supplementary estimate showing the further financing that will be necessary. Irish Aid will use its best endeavors to make available to UNDP the additional funds required. All losses (including but not limited to losses as a result of currency exchange fluctuations) will be charged to the Project. Similarly all gains (including but not limited to gains as a result of currency exchange fluctuations) will be applied to the Project.
4. If the payments referred to in Paragraph I, sub-paragraph 1, above are not received in accordance with the payment schedule, or if the additional financing required in accordance with sub-paragraph 3 above is not forthcoming from Irish Aid or other sources, the assistance to be provided to the Project under this Agreement may be reduced, suspended or terminated by UNDP in accordance with Paragraph X.
5. UNDP is required to comply with the Statement of Principles for Grantees as set out in Annex A to this agreement.
6. UNDP accepts all responsibility and accountability for management, governance, proper administration and implementation of the Project; for ensuring that activities funded under the budget are recorded fully and accurately; for ensuring that funds will be assigned to the Project only by persons empowered by UNDP to do so; for ensuring that the activities are implemented as outlined and within the Project period and for ensuring the highest standards of probity and integrity are maintained at all times.
7. Where UNDP intends to make onward grants from the Contribution received from Irish Aid, details of these onward grants and their recipients / proposed recipients will be provided to Irish Aid in the Project document or elsewhere. The terms and conditions applying to these onward payments will be as per UNDP's Financial Procedures Manual.
8. Any significant proposed changes to the Project, its budget or to its start or completion dates must be agreed in writing and in advance with Irish Aid.

Paragraph III. Administration and reporting

1. Project management and expenditures will be governed by the regulations, rules policies and procedures of UNDP.
2. UNDP will provide to Irish Aid the following reports in accordance with UNDP accounting and reporting procedures.

- (a) From the country office an annual status report of Project progress for the duration of this Agreement within three months of the end of the Project year, as well as provisional financial data based on expenditure for the year.
 - (b) From UNDP Bureau for Management Services/Offices of Financial Resources Management, an annual certified financial statement as of 31 December every year to be submitted no later than 30 June of the following year.
 - (c) From the country office within three months after the date of completion or termination of this Agreement, a final report summarizing Project activities and impact of activities as well as provisional financial data.
 - (d) From UNDP Bureau for Management Services/Offices of Financial Resources Management, on completion of the Project, a certified financial statement to be submitted no later than 30 June of the year following the financial closing of the Project.
3. In the case of co-funding, UNDP will, as part of the Annual and/or Final Report, provide details as to the source, amount and purpose of grant and to confirm that there has been no duplication of funding for the same activity.
 4. If special circumstances so warrant, UNDP may provide more frequent reporting at the expense of Irish Aid. The nature and frequency of this reporting will be detailed in an annex to this Agreement. Subject to UNDP's Information Disclosure Policy, UNDP will furnish to Irish Aid all such information and documentary evidence as Irish Aid may from time to time reasonably require in relation to the Project.
 5. UNDP is requested to ensure that any procurement undertaken is conducted in accordance with international best practice, in particular in respect of openness, transparency and fairness. Annual and/or Final reports should, if requested by Irish Aid, include an overview of any procurement procedures (including tendering) implemented. Procurement will be implemented in accordance with UNDP Financial Regulations and Rules and procedures exclusively.

Paragraph IV. General Management Support services

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution will be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution will be charged a fee in line with the current UNDP cost recovery policy. Furthermore, as long as they are unequivocally linked to the Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the Project budget against a relevant budget line and borne by the Project accordingly.
2. The aggregate of the amounts budgeted for the Project, together with the estimated costs of reimbursement of related support services, will not exceed the total resources available to

the Project under this Agreement as well as funds which may be available to the Project for Project costs and for support costs under other sources of financing.

Paragraph V. Evaluation

1. All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy. UNDP, Irish Aid, and the Government of The Gambia in consultation with other stakeholders will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of its contribution to an outcome(s) which is listed in the Project document . UNDP will commission the evaluation, and the evaluation exercise will be carried out by external independent evaluators.
2. UNDP agrees that Irish Aid retains the right to monitor and evaluate all programmes and projects supported by Irish Aid and agrees to cooperate with Irish Aid, and/or its agents, in carrying out such exercises.

Paragraph VI. Assets

1. Matters relating to the transfer of ownership by UNDP will be determined in accordance with the relevant policies and procedures of UNDP. Disposal will include intended transfer of such property to another Project or beneficiary, donation and/or sale in accordance with UNDP asset disposal procedures.
2. UNDP will hold in trust for the benefit of the achievement of the objectives for which the grant has been provided any vehicle, equipment, plant, machinery or non-consumable item purchased for the Project either partially or fully from the Contribution.
3. UNDP will maintain a register of all assets disposed of to be submitted to Irish Aid with the Annual and/or Final Report.

Paragraph VII. Auditing

1. The Contribution will be subject exclusively to the internal and external auditing procedures provided for in the Financial Regulations and Rules, policies and procedures of UNDP. Should the annual Audit Report of the UN Board of Auditors to its governing body contain observations relevant to the Contribution, such information will be made available to Irish Aid by the country office.
2. The certified financial report of the Project must clearly record the grant received (including the actual name of the grant programme), with the contribution received from Irish Aid clearly identified in the accounts as from "Irish Aid, Department of Foreign Affairs and Trade". If requested by Irish Aid, UNDP will produce information to Irish Aid of the reconciliation of expenditure on the Project as reported to Irish Aid and such information will include UNDP's financial statements subject to UNDP Information Disclosure Policy and the single audit principle.
3. Recipient will securely retain financial documents for five (5) years.

4. UNDP agrees to ensure transparency in the preparation of annual certified accounts in line with UNDP Financial Regulations and Rule in connection with the preparation of financial statements.

Paragraph VIII. Completion of the Agreement

1. UNDP will notify Irish Aid when all activities relating to the Project have been completed in accordance with the Project document.
2. Subject to sub-paragraph 4, notwithstanding the completion of the Project, UNDP will continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP will notify Irish Aid and consult with Irish Aid on the manner in which such commitments and liabilities may be satisfied. Irish Aid will not, however, have an obligation to provide additional funding in this event.
4. UNDP agrees to refund to Irish Aid, within 6 months of completion of the Project, any part of the grant which has not been spent.
5. Alternatively, in very limited circumstances, it may be agreed, by consultation with Irish Aid, to use the residual funds in support of specific activities which reflect the objectives of the original allocation.

Paragraph IX. General Considerations

Publicity

1. UNDP will show the amount of assistance received from Irish Aid in their annual report at country level in the case of country level funding. UNDP will also acknowledge Irish Aid support in all publications or publicity material (including online material) related to the Project and, where appropriate, at Project sites, unless otherwise agreed, e.g. due to security considerations. Such reports and publications must clearly state that the ideas, opinions and comments therein are entirely the responsibility of its author(s) and do not necessarily represent or reflect Irish Aid policy.
2. Prior authorisation for the use of the Irish Aid logo should be obtained from Irish Aid and where such authorisation is granted, UNDP will have regard to the Guidelines for use of the Irish Aid Logo, which can be found on the IRISH AID WEBSITE.

Freedom of Information

3. UNDP understands that any information provided in its application or correspondence with respect to this agreement may be subject to examination for possible release.

Insurance

4. It will be the sole responsibility of UNDP to take out adequate and appropriate insurance cover in relation to all programmes and projects supported by the funds provided under this Agreement.
5. Depending on the applicable UNDP contract modality with UNDP staff and/or UNDP personnel, UNDP will ensure that all individuals working on the Project have appropriate and adequate insurance in relation to their involvement with the Project.

Liability

6. Ireland (hereinafter referred to as the State), Irish Aid, and the Minister for Foreign Affairs and Trade will bear no responsibility in respect of any and all claims arising from or in connection with activities funded by contributions made under the terms of this Agreement. In particular, Irish Aid and the Minister for Foreign Affairs and Trade will bear no responsibility in respect of third parties employed or engaged by UNDP; or by or on behalf of any person who may have a claim, debt or demand against UNDP arising out of the implementation of this Agreement nor will Irish Aid be liable in respect of any claims that may arise where an adviser, manager, volunteer, expert, employee, servant or agent of UNDP is injured, disabled or killed in the course of employment or engagement under any Project or activity supported by the funds provided under this Agreement.
7. UNDP will have sole responsibility for negotiating all appropriate contracts and agreements in relation to activities funded by contributions made under the terms of this Agreement. Neither the State, the Minister for Foreign Affairs and Trade, nor Irish Aid will have, or be deemed to have, any liability in relation to any contracts or agreements negotiated or entered into by UNDP or any other party in connection with these activities. Neither the State, the Minister for Foreign Affairs and Trade, nor Irish Aid is or will be deemed for any purpose to be a partner of UNDP.
8. Without prejudice to the generality of sub-paragraph 1, the Participants understand that save for the arrangement set out in this Agreement, no contractual or other relationship will exist or be deemed to exist between the State, the Minister for Foreign Affairs and Trade, or Irish Aid and any person employed, sent abroad in connection with, otherwise associated with or working on the Project unless specific arrangements in writing are entered into between the State, the Minister for Foreign Affairs and Trade, or Irish Aid and such person. The Participants accept that none of the personnel working or who will work on any Project supported by the funds provided under this Agreement is nor will be deemed to be employees or agents of the State, the Minister for Foreign Affairs and Trade, or Irish Aid.

Safety and security risk management

9. UNDP will make every reasonable effort to ensure the safety of its staff and to exercise its duty of care obligations towards its staff. UNDP agrees to report on its ongoing efforts

to ensure the safety of its staff and/or to provide relevant opportunities for Irish Aid to monitor or evaluate such efforts.

Reporting of Material Risk

10. UNDP will report any issue which comes to the attention of UNDP that bears materially on the strategic, financial, reputational or operational risk of UNDP or its partners which are in receipt of onward grants from Irish Aid funding, to Irish Aid.

Paragraph X. Termination of the Agreement

1. This Agreement may be terminated by UNDP or by Irish Aid after consultations between Irish Aid, UNDP and the programme country Government, and provided that the funds from the Contribution already received are, together with other funds available to the Project, sufficient to meet all commitments and liabilities incurred in the implementation of the Project. This Agreement will cease to be in effect 30 (thirty) days after either of the Participants has given notice in writing to the other Participant of its decision to terminate this Agreement.
2. Subject to sub-paragraph 3, notwithstanding termination of all or part of this Agreement, UNDP will continue to hold unutilized funds until all commitments and liabilities incurred in the implementation of all or the part of the Project have been satisfied and Project activities brought to an orderly conclusion.
3. UNDP agrees to refund to Irish Aid, within 6 months of termination of the Agreement any part of the grant which has not been spent.
4. Alternatively, in very limited circumstances, it may be agreed, by consultation with Irish Aid, to use the residual funds in support of specific activities which reflect the objectives of the original allocation.

Paragraph XI Settlement of Disputes

1. Any dispute arising in connection with the interpretation, application or implementation of this Agreement will be settled amicably by consultations and negotiations between the participants.
2. If a dispute is not resolved by negotiation, any participant may invite the other to mediation, in accordance with the applicable United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules.

Paragraph XII Compliance with applicable laws, statutes and regulations

1. UNDP will ensure that all applicable laws, statutes and regulations are complied within the course of implementing the Project. This will not be understood as a waiver of the immunities and privileges of the United Nations (of which UNDP is an integral part) under the Convention on the Immunities and Privileges of the United Nations.

Paragraph XIII. Fraud and Anti-Corruption Measures

1. The Participants agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP will maintain standards of conduct to govern the performance of its staff, including of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.
2. No offer, payment, gift, consideration or benefit of any kind, which constitutes or could be construed as an illegal or fraudulent practice, will be made, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement or of PROGRAMMES / PROJECTS financed pursuant to this Agreement.
3. If UNDP becomes aware of any credible allegations of illegal or fraudulent practices within its organisation, or partner organisations which are in receipt of onward grants from Irish Aid funding (including but not limited to misappropriation or inappropriate use of funds or assets, falsification of documents, accounting records or other financial reports, misrepresentation or concealment of material fact through fraudulent or corrupt means), UNDP must notify the RELEVANT DEPUTY DIRECTOR-AFRICA UNIT, Department of Foreign Affairs and Trade of Ireland as soon as possible.
4. Each participant must notify the other participant of any fraud or credible allegations of fraud as soon as possible. Each participant's regulations, rules, policies and procedures, the protection of the probity and confidentiality of investigations and the due process rights of those under investigation must be respected all times. Any personnel, sub-contractors or collaborators engaged in the implementation of Project activities are expected to observe the highest standards of ethical conduct in the execution of their obligations. The Participants agree that it is important to take all necessary precautions to avoid corrupt practices. To this end, UNDP will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in the Staff Regulations and Rules of the United Nations, the UNDP Financial Regulations and Rules, and the UNDP Procurement Manual.
5. Irish Aid reserves the right to reduce its contribution, stop transfers prematurely, claim repayment of funds or withhold future funding where UNDP does not fulfil its obligations under this Agreement; if funds are not being used or have not been used for the purposes for which they have been made available; or where instances of illegal or fraudulent practices are suspected or have been found to have occurred. However, the Participants acknowledge and agree that UNDP will only reimburse those recovered amounts (and not full reimbursement).

Paragraph XIV. Anti-Terrorism Measures

1. Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both Irish Aid and UNDP are firmly

committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UNDP to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNDP undertakes to use reasonable efforts to ensure that none of Irish Aid funds provided under this Agreement are used to provide support to individuals or entities associated with terrorism.

Paragraph XV: Notice

Any notice or correspondence between UNDP and Irish Aid will be addressed as follows:

1. (a) To Irish Aid: Deputy Director for West Africa
Africa Unit – DCAD
Department of Foreign Affairs and Trade,
13-15 Lwr Hatch Street
Dublin 2, Ireland

(b) Upon receipt of funds, UNDP will send within ten business days an electronic receipt to Irish Aid email address provided below as confirmation that the remitted funds have been received by UNDP

Donor email address westafrica@dfa.ie

Attention: Deputy Director for West Africa, Africa Unit

- (c) To UNDP: Aissata De
Resident Representative
United Nations Development Programme
UN House, 5 Kofi Annan St. P.O BOX 553
Cape Point, Banjul
The Gambia

Paragraph XVI. Amendment and Review of the Agreement

1. This Agreement may be amended through an exchange of letters between Irish Aid and UNDP. The letters exchanged to this effect will become an integral part of this Agreement.

Paragraph XVII. Entry Into Effect, Duration and Status

1. This Agreement will enter into Effect upon the signature of this Agreement by the participants hereto, on the date of the last signature and will remain in effect until 30 June 2021 unless terminated in accordance with Paragraph X.
2. This Agreement is not eligible for registration as a treaty under Article 102 of the UN Charter.

SIGNED in two copies in the English language.

For Irish Aid Programme:

Alan Gibbons
Director, Africa Unit
Department of Foreign Affairs and Trade
Dublin



Date: 16/12/19.

For the United Nations Development:

Assisata De
Resident Representative
UNDP The Gambia
Banjul



Date: 16/12/19

ANNEX A– COORDINATION LEVY

UNITED NATIONS GENERAL ASSEMBLY RESOLUTION A/RES/72/279

The present Annex is an integral part of the Agreement in relation to **HQAU.2019.UNDP.GMB**.

Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Donor agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the “coordination levy” will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

The Donor acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

The Donor acknowledges and agrees the coordination levy does not form part of UNDP’s cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the donor, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly.

UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Donor and the United Nations Secretariat on bilateral basis.

A Contribution of €250,829 is made under the Agreement. In addition to the Contribution amount, the Donor is paying a coordination levy amount of €2508.29. This coordination levy amount will be transferred to UNDP at the bank account indicated in the Agreement immediately after its signature.

Annex B – Statement of Principles for Grantees

If you are in receipt of Public Funding you should

<p style="text-align: center;">Clarity</p> <p>Understand the purpose and conditions of the funding and the outputs required</p> <p>Apply funding only for the business purposes for which they were provided</p> <p>Apply for funding drawdown only when required for business purposes</p> <p>Seek clarification from the grantor where necessary – on use of funds, governance and accountability arrangements.</p>	<p style="text-align: center;">Governance</p> <p><i>Ensure appropriate governance arrangements are in place for:</i></p> <p>oversight and administration of funding</p> <p>control and safeguarding of funds from misuse, misappropriation and fraud</p> <p>accounting records which can provide, at any time, reliable financial information on the purpose, application and balance remaining of the public funding</p> <p>Accounting for the amount and source of the funding, its application and outputs/outcomes.</p>
<p style="text-align: center;">Value for Money</p> <p><i>Be in a position to provide evidence on</i></p> <p>effective use of funds</p> <p>value achieved in the application of funds</p> <p>avoidance of waste and extravagance</p>	<p style="text-align: center;">Fairness</p> <p>Manage public funds with the highest degree of honesty and integrity</p> <p>Act in a manner which complies with relevant laws and obligations (e.g. tax, minimum wages)</p> <p>Procure goods and services in a fair and transparent manner</p> <p>Act fairly, responsibly and openly in your dealings with Grantors</p>

