GRANT ARRANGEMENT

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

Post-Resilience Development Forum Implementation

Arrangement No.:7062762

GRANT ARRANGEMENT MADE ON THIS 22 DAY OF AUGUST, 2016

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BETWEEN:

The Government of Canada as represented by the Minister of International Development, acting through the Department of Foreign Affairs, Trade and Development (hereinafter referred to as "DFATD");

AND:

The United Nations Development Programme (hereinafter referred to as "UNDP");

WHEREAS DFATD wishes to make a grant to UNDP to support the UNDP's Project entitled "Post-Resilience Development Forum Implementation" for Syria;

WHEREAS UNDP is prepared to receive and administer the grant for the implementation of the Project;

WHEREAS UNDP will enter into arrangements/agreements with an Implementing Partner as are necessary to ensure the successful implementation of the Project;

AND WHEREAS 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 from DFATD to UNDP:

NOW THEREFORE, DFATD and UNDP (hereinafter referred to as the "Signatories") have reached the following understanding:

Paragraph I. The Grant

 DFATD will make a grant to UNDP for the purpose of the Project described in the Project Document attached herewith in Annex A (hereinafter referred to as "the Project") in an amount of seventy-five thousand Canadian dollars (CDN\$75,000) (hereinafter referred to as "the Grant").

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- 1.1. Upon signature of this Arrangement, DFATD will make one single payment in an amount of seventy-five thousand Canadian dollars (CDN \$75,000) for DFATD's fiscal year 2016/2017.
- 2. DFATD will make the payment to the UNDP through bank transfers, in Canadian dollars, in the following UNDP bank account:

Bank of America NA, Canada Branch 200 Front Street West, Suite 2700 Toronto, Ontario M5V 3L2 Bank transit number: 56792

Bank code: 241

for credit to: United Nations Development Programme (CAD) Account

Account number: 711442252220

Swift code: BOFACATT

- 3. DFATD will inform UNDP when the Grant is paid via an e-mail message with remittance information to contributions a undp. org.
- 4. The value of the Grant, made pursuant to this Arrangement in Canadian dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of payment.
- In case of devaluation of the value of the Grant, the support to be provided to the Project may be reduced, suspended or terminated by UNDP after consultation with DFATD.
- 6. UNDP's commitments for the implementation of Project under this Arrangement are contingent upon receipt of the Grant from DFATD in accordance with paragraph I above.

Paragraph II. Utilization of the Grant

- 1. UNDP will ensure that the Grant is utilized exclusively for the purpose of the Project.
- 2. DFATD may withhold payment of part of the Grant after consultation with UNDP, should UNDP fail to use the Grant for the purpose of the Project.
- 3. UNDP will be responsible for the implementation of the Project and will keep DFATD informed.
- 4. The Grant will be administered by UNDP in accordance with UNDP's regulations, rules, policies and procedures.

Paragraph III. Administration and Reporting

All financial accounts and statements will be expressed in United States dollars.

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- UNDP Headquarters and country office will provide DFATD all or parts of the following reports prepared in accordance with UNDP accounting and reporting policies and procedures.
 - 2.1 For arrangement(s) of one year or less:
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global Projects) within one (1) month after the date of completion or termination of the Arrangement, a report detailing major inputs, activities, outputs and results of the Project activities and within six (6) months after the date of completion or termination of the Arrangement, a final report detailing major inputs, activities, outputs and results for the Project activities and impact of activities as well as provisional financial data;
 - (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31st December to be submitted no later than 30th June of the following year:
 - (c) From UNDP Bureau of Management/Office of Finance and Administration on completion of the Project, a certified financial statement to be submitted no later than 30th June of the year following the financial closing of the Project/Program.
 - 2.2 For arrangement(s) of more than one year.
 - (a) From the country office (or relevant unit at headquarters in the case of regional and global Projects) an annual status report of Project progress for the duration of the Arrangement, as well as the latest available approved budget.
 - (b) From UNDP Bureau of Management/Office of Finance and Administration, an annual certified financial statement as of 31st December of every year to be submitted no later than 30th June of the following year.
 - (c) From the country office (or relevant unit at headquarters in the case of regional and global projects) within six (6) months after the date of completion or termination of the Arrangement, a final report detailing major inputs, activities, outputs and results of the Project activities and impact of activities as well as provisional financial data.
 - (d) From UNDP Bureau of Management/Office of Finance and Administration, on completion of the Project, a certified financial statement to be submitted no later than 30th June of the year following the financial closing of the Project.
- If special circumstances so warrant and at the request of DFATD, UNDP may provide more
 frequent reporting at DFATD's expense. The specific nature and frequency of this reporting
 will be specified in an Annex to this Arrangement.

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Paragraph IV. Administrative and Support Services

- 1. In accordance with the decisions of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Grant will be subject to cost recovery for indirect costs or General Management Support (GMS) services equal to 8%. Furthermore, as long as they are unequivocally linked to the specific Project(s), all direct costs of implementation, including the costs of the implementing partner, will be borne by the Project and reflected in the Project budget.
- The aggregate of the amounts budgeted for the Project, including the estimated costs of related support services, will not exceed the total funds available to the Project under this Arrangement.

Paragraph V. Auditing

The Grant will be subject exclusively to the internal and external auditing procedures
provided for in the financial regulations, rules, policies and procedures of UNDP. Should an
Audit Report of the Board of Auditors of UNDP to its governing body contain observations
relevant to the Grant, such information will be made available to DFATD.

Paragraph VI. Evaluation

1. All UNDP Projects are evaluated in accordance with UNDP Evaluation Policy, UNDP with other stakeholders, in consultation with DFATD will jointly agree on the purpose, use, timing, financing mechanisms and terms of reference for evaluating a Project including an evaluation of the financial contribution to an outcome which is listed in the Evaluation Plan, UNDP will commission the evaluation, and the evaluation exercise will be carried out by external independent evaluators.

Paragraph VII. Visibility

 UNDP will take all appropriate measures to publicize the fact that the Project has received funding from DFATD, in accordance with its regulations, rules, policies and procedures.

Paragraph VIII. Suspension

In case of major changes impacting on the Project, either DFATD or UNDP may at any
time, after consultation with the other signatory, suspend this Arrangement in whole or in
part by giving a thirty (30) days written notice. Both Signatories will endeavour to identify

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- ways and means to manage the suspension, thereby mitigating the impact on the Project until such time that the suspension may be lifted.
- 2. In this event, DFATD will nevertheless cover any commitments and liabilities entered by UNDP up to the date of receipt by UNDP of the notice of suspension.

Paragraph IX. Termination/Completion

- 1. UNDP will notify DFATD when all activities relating to the Project have been completed.
- Either DFATD or UNDP may at any time terminate this Arrangement in whole or in part by giving a 90 (ninety) days written notice.
- Notwithstanding the completion of the Project or the termination of all or part of this
 Arrangement, UNDP will continue to hold unutilized Funds until all UNDP's commitments
 and liabilities incurred in the execution/implementation of the Project have been satisfied and
 Project activities brought to an orderly conclusion.
- 4. Any funds that remain unexpended after such commitments and liabilities have been satisfied will be reallocated by UNDP, in consultation and agreement with DFATD.

Paragraph X. Environmental Assessment

UNDP will 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 XI. Amendment of the Arrangement

 The Arrangement may only be amended through an exchange of letters signed between DFATD and UNDP. The letters exchanged to this effect will become an integral part of this Arrangement.

Paragraph XII. Notice

- Any notice to be given to either Signatory with respect to this Arrangement will be
 effectively given if delivered or sent by letter, fax addressed to the Signatory at the address
 given in this Paragraph. The address of either Signatory may be changed by notice in the
 manner set out in this Paragraph.
- Any notice to DFATD will be addressed to:

Department of Foreign Affairs, Trade and Development Lisanne Garceau-Bednar

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First Secretary (Development), Regional Analyst (Syria, MENA) Embassy of Canada, 133 Zahran Street, P.O. Box 815403 Amman, Jordan Telephone.: +(962) 6 590-1529

E-mail: lisanne.garceaubednar@international.gc.ca

3. Any notice to UNDP will be addressed to:

United Nations for Development Programme Ms. Nada Bouari, Partnerships Specialist Regional Hub for Arab States

Telephone.: +962 62 003 129 Facsimile: +962 62 003 129 Email: nada.bouari@undp.org

Web: http://www.arabstates.undp.org/content/rbas/en/home/operations/Our_Team.html

Paragraph XIII. Entire Understanding

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

Paragraph XIV. Anti-Corruption

UNDP and DFATD 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.

Paragraph XV. Anti-Terrorism

Terrorist Financing

 Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), both Canada and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism.

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- 2. UNDP will screen potential Implementing Partners to ensure it does not knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee.
- 3. UNDP will also dishurse the funds only to Implementing Partners listed in annex to this Grant Arrangement. UNDP will make its best efforts to provide this list of Implementing Partners to DFATD before the signature of this Arrangement.
- 4. If the list referred to in Sub-paragraph 3, is not available before signature, UNDP will provide it as soon as the information is available. Any change to the list of Implementing Partners will be submitted to DFATD as soon as the information is available. In such instance, upon DFATD's request, DFATD and UNDP will consult to determine the appropriate course of action, if any.
- 5. UNDP will include in any subsequent funding arrangements, agreements or contracts using DFATD's funds a clause requiring further Implementing Partners not to use the funding provided hereunder to benefit terrorism.
- 6. In consultation with UNDP, DFATD may request participation as an observer in the UNDP's monitoring and evaluation of the Project, in accordance with the UNDP's applicable guidelines and procedures.
- 7. In the event that an Implementing Partner is not included in the UN Security Council's 1267 list, however during the course of the implementation of the Project, is deemed to conduct terrorism activities, DFATD and UNDP will consult to determine the appropriate course of action.

Paragraph XVI. General Provisions

- 1. No member of the Canadian House of Commons will be admitted to any share or part of this Arrangement or to any benefit to arise therefrom.
- 2. The Arrangement will not be assigned by UNDP 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 UNDP.
- 4. This Arrangement is not an international treaty. It is an administrative arrangement between the Government of Canada and the United Nations Development Programme.
- 5. Any difference arising out of or relating to this Arrangement will be settled amicably by the Signatories.

Paragraph XVII. Coming Into Effect

1. The Arrangement will come into effect upon the date of the last signature and will remain in effect until the completion of the Project activities for a span of 9 months.

Done in the English language in two copies.

For the GOVERNMENT OF CANADA	DEVELOPMENT PROGRAMME
Signature Land	Signature (CASO)
Name LAWRENCE PECK	Name KHAZED ABDEL SITHFI
Title Dep. Director,	Title MANAGER, REGIDINAL HUIS
Date Sept- 22 2016.	Title MANAGER, REGIDINAL HUIS AC Date 22/09/2016

ANNEX A

BACKGROUND

The ongoing conflict in Syria now in its 6th year has triggered the worst humanitarian crisis in the world today. The conflict has caused mass movement of people inside and from Syria, creating the largest population displacement crisis since World War II and destabilizing neighbouring countries now hosting millions of refugees.

As highlighted at the <u>Resilience Development Forum (November 2015)</u>, at the Supporting Syria and the Region Conference (February 2016) and at subsequent international gatherings (e.g. Core Donor Group on the Syria Crisis), there is an immediate need for accelerated engagement by the international community and local actors in augmenting coordinated resilience-building efforts in the region and in preparing for eventual peace, stability, reconstruction and recovery inside Syria. The UNDP initiative would respond to this need via three inter-related activities and deliverables.

PROJECT ACTIVITIES AND DELIVERABLES

1. Progress Report on the Implementation of The Dead Sea Resilience Agenda:

The UNDP Sub-Regional Facility will conduct an assessment of progress on the "Dead Sea Resilience Agenda" implementation across the region. This is intended to highlight whether the resilience-based development approach is being fully integrated and implemented in the response plans of countries of the region and commitments of partners in an evolving aid architecture landscape. This assessment would be used by UNDP to develop the first progress report on the state of resilience-building programming investments in the region as a deliverable of this project.

2. Resilience Week - Building a Bridge from Concept to Evidence

The UNDP will host a week-long series of high visibility sessions in Amman, bringing together top experts, development and humanitarian assistance practitioners, and government representatives from the region. Sessions could include, for example, new trends in resilience programming inside Syria; adapting the aid architecture to the crisis; the current state of resilience programming; contributions of the 2015 Resilience Development Forum for the crisis response; and global shifts in donor engagement to protracted crisis. Up to 100 participants are expected to attend. A report on the Resilience week will be produced.

3. Lessons Learned for Effective Planning of the Reconstruction of Syria

There is a growing recognition that reconstruction and recovery inside Syria will require not only unprecedented levels of human and financial investment, but also exceptional international planning and coordination efforts to ensure rapid, effective and efficient stabilization and redevelopment. A key lesson learned from post-war reconstruction operations is the critical importance of early planning informed by clear and common understandings of past failures and successes. The UNDP will lead such an exercise, bringing together a critical mass of good practices and lessons learned, and will facilitate knowledge sharing amongst a wide range of partners likely to be engaged in the reconstruction of Syria. Activities could include regional workshops, consultations (including with Syrian civil society), a desk review, an online database for information sharing.

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In addition to and throughout these three sets of activities and deliverables, the UNDP would gather and produce audio-visual material (e.g. photos, videos, documentation).

UNDP shall exert every effort towards the empowerment of women and girls, including as planners, participants, implementers and beneficiaries of the activities funded through this arrangement, to help ensure their rights, needs and priorities inform the agenda for conflict resolution, early recovery, durable peace, resilience-building and sustainable development.

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