

GRANT AGREEMENT

(Micro-Capital Grant Agreement)

For Non-Credit Related
Activities

Grant Agreement

Micro-Capital Grant Agreement

For Non-Credit Related Activities

A. MICRO-CAPITAL GRANT AGREEMENT

MICRO-CAPITAL GRANT AGREEMENT BETWEEN THE IMPLEMENTING PARTNER AND THE RECIPIENT INSTITUTION
FOR THE PROVISION OF GRANT FUNDS

Micro-Capital Agreement (hereinafter referred to as the "Agreement") made between the Implementing Partner [UNITED NATIONS DEVELOPMENT PROGRAMME] and the Recipient Institution [BOUGAINVILLE WOMEN'S FEDERATION]

WHEREAS [United Nations Development Programme] (hereinafter referred to as "the Implementing Partner") under project number 00085639 and Bougainville Peacebuilding Project (hereinafter referred to as "the Project"), implemented at the request of Trade in partnership with the Autonomous Government of Bougainville.

WHEREAS the Implementing Partner [UNDP] desire to provide funding to BOUGAINVILLE WOMEN'S FEDERATION in the context of a Project and on the terms and conditions hereinafter set forth, and

WHEREAS BOUGAINVILLE WOMEN'S FEDERATION is ready and willing to accept such funds from the Implementing Partner [UNDP] and through the administration of UNDP for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of the RECIPIENT INSTITUTION

1.1 The RECIPIENT INSTITUTION agrees to: 1) Undertake the activities described in its **Workplan and Budget** (attached), and updates related to the subsequent release of funds in a **two tranche payments**; 2) Provide a final report to the Project Steering Committee and UNDP; and 3) Provide End of Project Audited Statements [Income Statement and Balance Sheet] of the Project Funds received. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in the project's performance targets [Section C].

1.2 The RECIPIENT INSTITUTION agrees to reach the performance targets contained in Section C. If the RECIPIENT INSTITUTION fails to meet its responsibilities outlined in article 1.1, or [Optional] to attain at least 70% of any one performance target for the duration of the project, then this will be considered grounds for the Project Steering Committee to suspend any further micro-capital grant support. The suspension shall remain in effect until the RECIPIENT INSTITUTION has achieved the target.

1.3 The RECIPIENT INSTITUTION agrees to inform the Project Steering Committee about any problems it may face in attaining the objectives agreed upon.

II. Duration

2.1 This Agreement will come into effect on [31 March 2015] and shall expire on [31 August 2015], covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

III. Payments

3.1 The Implementing Partner [UNDP] shall provide funds to the RECIPIENT INSTITUTION in an amount up to [USD\$ 20,000 (Twenty Thousand US Dollars)] according to the schedule of the project budget set out below.

Tranche Number	Amount	Tentative Date	Comments
Tranche 1	USD\$ 15,000	31 March 2015	Upon signing Grant Agreement
Tranche 2	USD\$ 5,000	30 April 2015	Upon submission and acceptance of report on at least 100% achievement of the activities envisaged in the agreement

Payments are subject to the **RECIPIENT INSTITUTION** meeting the outputs as specified in the Performance Targets [Section C].

3.2 All payments shall be deposited into the **RECIPIENT INSTITUTION's** bank account of which the details are as follows:

[NAME OF THE BANK]	Bank of South Pacific
[BANK SWIFT CODE]	BOSPPGPM
[BENEFICIARY ACCOUNT NAME]	Bougainville Women's Federation
[BENEFICIARY ACCOUNT NUMBER]	1012260491
[ADDRESS OF THE BANK]	Bank of South Pacific, Buka Branch, ARB

3.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **RECIPIENT INSTITUTION** in the performance of the activities under this Agreement.

IV. Records, Information and Reports

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

For the Recipient Institution

BARBARA TANNE
EXECUTIVE DIRECTOR
P O BOX 88
BUKA, ARB

For UNDP:

SUKHROB KHOSHIMUKHAMEDOV
RESIDENT REPRESENTATIVE a.i.
P.O. BOX 1041
PORT MORESBY, NATIONAL CAPITAL DISTRICT

V. General Provisions

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between [UNDP] and the Recipient Institution, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 The **RECIPIENT INSTITUTION** shall carry out all activities described in its Work plan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the **RECIPIENT INSTITUTION** shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that the UNDP shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by the Project Steering Committee. If at any time the Project Steering Committee is not satisfied with the quality of work or the progress being made toward achieving such goals, the Project Steering Committee may advise the Implementing Partner to: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the **RECIPIENT INSTITUTION** as described in paragraph 5.7 below; and/or seek any other remedy as may be necessary. The Project Steering Committee's determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the **RECIPIENT INSTITUTION** insofar as further payments are concerned.

5.3 UNDP undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the **RECIPIENT INSTITUTION**.

5.4 The rights and obligations of the **RECIPIENT INSTITUTION** are limited to the terms and conditions of this Agreement. Accordingly, the **RECIPIENT INSTITUTION** and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

5.5 The **RECIPIENT INSTITUTION** shall be solely liable for claims by third parties arising from the **RECIPIENT INSTITUTION's** acts or omissions in the course of performing this Agreement and under no circumstances shall UNDP be held liable for such claims by third parties.

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

5.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the **RECIPIENT INSTITUTION** shall promptly return any unutilized funds to UNDP as per paragraph 5.6 above.

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

5.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this

Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

5.10 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

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

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Implementing Partner, and the **RECIPIENT INSTITUTION**, respectively, have on behalf of the Implementing Partner and the **RECIPIENT INSTITUTION** signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

On behalf of Implementing Partner:

Name: SUKHROB KHOSH MUKHAMEDOV

Title: RESIDENT REPRESENTATIVE a.i

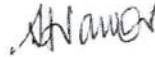
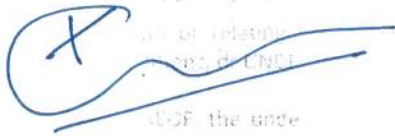
Date: 30 MARCH 2015

On behalf of the RECIPIENT INSTITUTION:

Name: BARBARA TANNE

Title: EXECUTIVE DIRECTOR

Date: 30 MARCH 2015



B. BUDGET

TO BE PREPARED BY THE RECIPIENT INSTITUTION. THIS BUDGET WILL BE SUBMITTED TO THE PROJECT STEERING COMMITTEE FOR APPROVAL

PROJECT BUDGET OF RECIPIENT INSTITUTION

Project Number: 00085639

Date: 30 March 2015

Project Title: Elections Support Project

Name of the RECIPIENT INSTITUTION: BOUGAINVILLE WOMEN'S FEDERATION

Total Amount of Funds under the Agreement: USD 20,000

Date of the Agreement: 30 March 2015

PROJECT BUDGET (in USD):
PERIOD COVERING FROM: 31 MARCH – 31 August 2015

General Category of Expenditures	Budget (USD\$)	TOTAL
Staffing Costs	\$8,860.00	\$8,860.00
Media and Communications	\$3,640.00	\$3,640.00
Project Management Costs (15%)	\$7,500.00	\$7,500.00
TOTAL	\$20,000.00	\$20,000.00

- * Please note that all budget lines are for costs related only to project activities.
- ** These budget categories and number of tranches are suggested guidelines. The Recipient may choose alternates which more accurately reflect their expense items and needs.
- *** The last tranche will be paid only after submission and acceptance of final report of activities based on the grant agreement.

C. RECIPIENT INSTITUTION Performance Targets

NAME OF RECIPIENT INSTITUTION: BOUGAINVILLE WOMEN'S FEDERATION

PERFORMANCE TARGETS	BASELINE	MARCH – AUGUST 2015	
		Proposed	Actual
2 temporary staff are recruited to support this project	0	STAFF IN POST ALREADY	
40 women are provided 100 posters each	0	APRIL	
40 women are provided a mobile phone	0	APRIL	
40 women are provided a loud hailer to help with campaigning	0	APRIL	
Four radio programs are rolled out to raise awareness on election of women	0	APRIL – JUNE 2015	

BWF is resourced adequately with the necessary equipment to support the women candidates with printing equipment and stationery*	0	APRIL – AUGUST 2015	
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*equipment and stationery list: printer, papers, toners, first aid kit

Recipient Institution: BOUGAINVILLE WOMEN'S FEDERATION

OVERALL TARGETS FOR ENTIRE GRANT	BASELINE	PROPOSED TARGETS	BUDGET (USD)**	ACTUAL RESULTS	ACTUAL EXPENDITURES	PROGRESS TOWARDS TARGETS
2 temporary staff are recruited to support this project	0	2	\$8,860.00			
Four radio programs are rolled out to raise awareness on election of women	0	4	\$3,640.00			
BWF is resourced adequately with the necessary equipment to manage this project		100%	\$7,500.00			