



USAID
FROM THE AMERICAN PEOPLE

April 7, 2021

Mr. Mourad Wahba
Assistant Administrator and Director for the Regional Bureau for Arab States
United Nations Development Programme
One United Nations Plaza, DC-2230b
New York, NY 10017, USA
Email: mourad.wahba@undp.org

Subject: Agreement No. 720BHA21I000086

Dear Mr. Wahba:

Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to **United Nations Development Programme** (hereinafter referred to as "UNDP," "Grantee," or "Recipient") the sum set forth in Section 1.3 of this Agreement to provide support for a program entitled "Strengthening coordination mechanisms with an emphasis on the humanitarian-development-peacebuilding nexus and a transition to recovery/resilience building in Abyei," as described in Attachment 2 of this Agreement entitled "Program Description."

This Agreement is effective as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives for the period described in Section 1.2 of this Agreement. USAID shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Agreement is awarded to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in the attachments listed under my signature below, which together constitute the entire award document, and to which your organization has agreed.

Please sign this letter to acknowledge your receipt of this award and return via email to bha.grantsunit.admin@usaid.gov, U.S. Agency for International Development, Bureau for Humanitarian Assistance.

Sincerely,

Renee Newton
Agreement Officer
Office of Acquisition and Assistance
M/OAA

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED: United Nations Development Programme

By: _____

Name: _____

Title: _____

Date: _____

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1. Total Estimated USAID Amount	:	\$380,000.00
A.2. Total Obligated USAID Amount	:	\$380,000.00
A.3. Agreement Officer's Representative (AOR)	:	See Section 1.6
A.4. DUNS Number	:	645521498
A.5. LOC No.	:	HHS-17A8P

B. SPECIFIC

B.1.(a) Award Number	:	720BHA21IO00086
B.1.(b) REQ Number	:	REQ-BHA-21-000331
B.1.(c) Control Number	:	AF20211507
B.1.(d) Fund	:	FD-X20-OCO
B.1.(e) Program Element	:	N/A
B.1.(f) Operating Unit	:	BHA/AFR
B.1.(g) Program Area	:	HA.1
B.1.(h) Distribution Code	:	667-W
B.1.(i) BGA	:	667
B.1.(j) SOC	:	4100202
B.1.(k) Amount	:	\$380,000.00

ATTACHMENT 1 – SCHEDULE

1.1 PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide support for the program described in Attachment 2 of this Agreement entitled "Program Description."

1.2 PERIOD OF AGREEMENT

(a) The period of performance of this Agreement is **April 15, 2021 to April 14, 2022**. Subject to the terms and conditions of this Agreement, allowable costs incurred by the Recipient shall be reimbursable during the period of performance.

(b) The place of performance is **Sudan**.

(c) To request an extension of the period of performance, recipients must notify the Agreement Officer's Representative (AOR) in writing with the supporting reasons and revised period of performance at least 30 calendar days before the end of the period of performance specified in Section 1.2(a) above. All extensions to the period of performance must be approved by the Agreement Officer (AO) through a modification to this award.

1.3 AMOUNT OF AGREEMENT AND PAYMENT

(a) The total estimated amount of this Agreement for its full period, as set forth in Section 1.2(a) above, is **\$380,000**.

(b) The amount of **\$380,000** is obligated by USAID for the purposes of this Agreement.

(c) USAID is not required to reimburse the Recipient for any costs in excess of this amount, nor is the Recipient required to continue performance or incur costs in excess of this amount (including actions/costs under the Standard provision set forth in Attachment 3 of this Agreement entitled "Termination Procedures"). If, pursuant to paragraph (c) of the Standard Provision set forth in Attachment 3 of this Agreement entitled "Agreement Budget Limitations And Revisions," the Recipient requests additional USAID funding and USAID determines not to provide such additional funding, the Agreement Officer will, upon written request of the Recipient, terminate this Agreement pursuant to the Standard Provision entitled "Termination Procedures."

(d) Advance payments shall be made to the Recipient via Letter of Credit in accordance with the Standard provision set forth in Attachment 3 of this Agreement entitled "Payment (Letter of Credit)" and the procedures of the Payment Management System (PMS) administered by the U.S. Department of Health and Human Services (HHS). Such advance payments will be liquidated via the financial reporting

requirements described in Section 1.5(a) below. If the Letter of Credit is revoked pursuant to paragraph (d) of the aforesaid Standard Provision, the Recipient shall use the SF-270, "Request for Advance or Reimbursement," in lieu of the SF-1034 prescribed in paragraph (d) of said Standard Provision, to request reimbursement (the form shall be marked in Block 1a) to indicate that it is a request for reimbursement). This form and its instructions are available at <https://www.gsa.gov/portal/forms/download/116026>. Reimbursement payments may be requested monthly, but not less frequently than 30 days after the end of each calendar quarter. Either paper copies or electronic copies (scanned PDF document), but not both, may be submitted to the payment office indicated in Section 1.6(c) below.

1.4 AGREEMENT BUDGET

The following is the Agreement Budget. Revisions to the budget shall be in accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Agreement Budget Limitations and Revisions."

THE BUDGET

<u>Objective</u>	<u>Amount</u>
Humanitarian Coordination, Information Management and Assessments	<u>\$380,000.00</u>
Total Estimated Amount	\$380,000.00

1.5 REPORTING, MONITORING, AND EVALUATION

(a) Financial Reporting

(1) Reporting of Accrued Expenditures

(A) Financial reporting requirements shall be as follows. Except as may be otherwise indicated below, either paper copies or electronic copies (scanned PDF document) may be submitted, but not both.

(B) Standard Form 425 (SF-425) and/or SF-425A (available at <https://www.usaid.gov/forms>) are used to report accrued expenditures. Reporting periods are calendar quarters. Quarterly reports are due not later than 30 days after the end of each calendar quarter. Pursuant to the standard provision entitled, "Payment (Letter of Credit)", the Recipient must submit an interim final financial report using the SF-425 form within 90 days following the expiration of the agreement and a final financial report using the same SF-425 form within six months of the end of the recipient's fiscal year in which the agreement expired (see Section 1.2 above). The Recipient shall submit this form in the following manner:

(i) Submission to AOR

Financial reports must be submitted to both the AOR and to BHA/HBMO, bha.grantsreporting@usaid.gov. The Recipient may omit Lines 10a-c of the SF-425 for the submission to the AOR.

(ii) Submission to USAID/M/CFO/CMP

One copy of the final financial report must be submitted to the USAID/Washington M/CFO/CMP-LOC Unit. The Recipient may omit Lines 10a-c of the SF-425 for the submission to the LOC Unit.

(iii) Submission to U.S. Department of Health and Human Services (HHS)

The SF-425 and SF-425A must be submitted via electronic format to HHS (<https://pms.psc.gov/>). The Recipient may omit Lines 10d-o of the SF-425 for the electronic submission to HHS.

(C) As indicated in Section 1.3(d) above, if the Letter of Credit is revoked pursuant to paragraph d of the Standard Provision set forth in Attachment 3 of this Agreement entitled “Payment (Letter of Credit),” the Recipient shall use the SF-270 to request reimbursement and report accrued expenditures. With the exception of the final report, the SF-270 shall be submitted monthly, but not less frequently than 30 days after the end of each calendar quarter. The final financial report is due not later than 90 days after the estimated completion date of this Agreement (see Section 1.2 above). In addition to submission to the payment office specified in Section 1.6 below, the Recipient shall also submit financial reports to both the AOR and to BHA/HBMO, bha.grantsreporting@usaid.gov.

(2) Reporting of Foreign Taxes

The Recipient shall comply with the Standard Provision set forth in Attachment 3 of this Agreement entitled “Reporting of Foreign Taxes (UN).”

(b) Programmatic Reporting

(1) General Requirements

The Recipient shall comply with the Standard Provisions set forth in Attachment 3 of this Agreement entitled “Publications and Media Releases” and “Audit and Records.” All reports shall be in English.

(2) Performance Monitoring Reports

(A) Notifications

In accordance with the standard provision of this Agreement entitled “Monitoring, Review, and Evaluation (November 2019)”, the Recipient shall submit two (2) copies to the AOR, one (1) copy to the Agreement Officer, and one (1) copy to the USAID/BHA overseas field representative if there is one, of notifications (in writing), as follows:

(i) Developments which have a significant impact on the activities supported by this Agreement. This includes but is not limited to losses as a result of 1) instances of waste, fraud and abuse, provided that such notifications are submitted in accordance with the standard provision of this Agreement entitled “Fraud, Corruption, and Other Prohibited Conduct (November 2019)”, and; 2) where applicable, commodity safety and quality incidents resulting in out of specification issues, or in conflict with local standards and guidelines;

(ii) Impact of any loss on the activities supported by this Agreement and whether it affected the total number of people who were receiving assistance (e.g., participants not reached) and/or if the Recipient took steps to mitigate the impact on participants (e.g., reduced size of rations); and

(iii) Problems, delays, or adverse conditions which materially impair the ability to meet the objectives of this Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the problem.

(B) Program Updates

The Recipient shall provide to the AOR (and to the BHA overseas field representative, if there is one) brief, timely, informal updates that provide information such as progress toward accomplishing each objective and achieving expected results, constraints, changes in the situation, and any aspects of the program that show demonstrable progress or achievement, expected or otherwise (“success stories”). Electronic submission is preferred over hard copy. Upon request by the AOR (or BHA overseas field representative), and in consultation with the **UNDP** the Recipient shall also provide (1) additional information on risk management and mitigation to augment information provided in Attachment 2 – Program Description of this Agreement and (2) post distribution monitoring results.

(C) Biannual and/or Final Reports

(i) The Recipient shall submit one copy of a concise and brief biannual program performance report to the AOR (and one copy to the BHA overseas field representative, if there is one). Electronic submissions are preferred over hard-copy.

(ii) Reporting periods are October 1 to March 31, and April 1 to September 30. The due date for these biannual program performance reports is no later than 30 days after the end of each reporting period. The Recipient must provide a report for the reporting period in which the Agreement begins, unless the performance start date set forth in Section 1.2(b) above is within 60 days of the end of the reporting period. In that event, any activities undertaken during the period in which the Agreement commences must be included in the report covering the subsequent reporting period.

(iii) The Recipient is not required to submit a biannual report for the final reporting period of the Agreement. Instead, results from the final period must be included in the Final Results Report. Final reporting period refers to the period in which the estimated completion date of the Agreement falls. The Final Results Report is due no later than 90 days after the end of award.

(iv) If the period of agreement is extended into the next reporting period, or subsequent periods thereafter, the period(s) constituting the extension must be covered by reports according to the requirements set forth in Section 1.5(C) (ii) and (iii) above.

(v) These reports shall include the information in accordance with the BHA programmatic report template. The reporting template is available at URL: <https://www.usaid.gov/humanitarian-assistance/partner-with-us/resources-for-pios>

1.6 POST-AWARD AGREEMENT ADMINISTRATION

(a) Agreement Officer's Representative (AOR)

The AOR for this Agreement has been designated in a separate memorandum from the Agreement Officer to the AOR, a copy of which is being provided to the Recipient in addition to this Agreement. All correspondence to the AOR should be addressed to:

Bureau for Humanitarian Assistance (BHA)
U.S. Agency for International Development
1300 Pennsylvania Avenue NW
Washington, DC 20523-2052

(b) Agreement Officer

The USAID Agreement Officer is:

Ms. Renee Newton
M/OAA
U.S. Agency for International Development
500 D Street SW

Washington, DC 20024-4721

(c) Payment Office

M/CFO/CMP
U.S. Agency for International Development
500 D Street SW
Washington, DC 20024-4721

Reporting Host Government Taxes
E-Mail: vatreportwash@usaid.gov

Letter of Credit
E-Mail: loc@usaid.gov

1.7 RESOLUTION OF CONFLICTS

Conflicts between any of the Attachments of this Agreement shall be resolved by applying the following descending order of precedence:

Attachment 1 - Schedule
Attachment 3 - Standard Provisions
Attachment 2 - Program Description

1.8 SPECIAL PROVISIONS

(a) Code of Conduct for the Protection of Beneficiaries of Assistance from Sexual Exploitation and Abuse in Humanitarian Relief Operations

As a condition for award of this Agreement, it is understood by USAID and affirmed by the Recipient that the Recipient has adopted and shall maintain a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct must be consistent with the UN Interagency Standing Committee on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

(1) Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.

(2) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense.

(3) Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.

(4) Any sexual relationship between those providing humanitarian assistance and protection and a person benefiting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.

(5) Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.

(6) Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

(b) Restricted Goods

The Recipient shall not procure any of the following goods and services without the prior approval of the Agreement Officer:

- (1) Agricultural Commodities.
- (2) Pharmaceuticals (Human or Animals).
- (3) Pesticides.
- (4) Motor Vehicles.
- (5) Used Equipment.
- (6) Contraceptives and condoms.
- (7) Fertilizer.

(c) Privileges and Immunities

This agreement is not a treaty and does not give rise to rights or obligations under international law. Nothing in this agreement or any agreement or document entered into in connection with this agreement shall imply a waiver, express or implied, by the Recipient or USAID of any privileges or immunities enjoyed by them pursuant to international or national agreements, or under domestic law.

(d) Procurement of "Covered Material"

(1) Except as provided in paragraph 3 below, and notwithstanding anything in this award to the contrary, no funds under this award may be used for the procurement of "Covered Material" as listed below without the prior written consent of the Agreement Officer. For purposes of this provision, "Covered Material" shall consist of the following:

(A) Surgical N95 Filtering Facepiece Respirators, including devices that are disposable half-face-piece non-powered air-purifying particulate

respirators intended for use to cover the nose and mouth of the wearer to help reduce wearer exposure to pathogenic biological airborne particulates;

(B) PPE surgical masks, including masks that cover the user's nose and mouth and provide a physical barrier to fluids and particulate materials;

(C) PPE nitrile gloves, including those defined at 21 CFR 880.6250 (exam gloves) and 878.4460 (surgical gloves) and such nitrile gloves intended for the same purposes; and

(D) Level 3 and 4 Surgical Gowns and Surgical Isolation Gowns that meet all of the requirements in ANSI/AAMI PB70 and ASTM F2407-06 and are classified by Surgical Gown Barrier Performance based on AAMI PB70

(2) For clarity, non-medical grade masks, including cloth masks, are not included in the list of Covered Material above. Further, USAID may modify the list of Covered Material from time-to-time, in writing; any such changes to the list shall apply prospectively.

(3) The restrictions set forth in paragraph 1 above shall not apply to the procurement of Covered Material:

(A) for the protection of and use by the recipient's or sub-recipient's staff; or

(B) for the safe and effective continuity of USAID-funded programs, including for the protection of beneficiaries, provided that such items are manufactured locally or in the same geographical region as the country in which USAID is providing assistance, as defined by the U.S. Department of State's regional system ([Africa](#), [East Asia and the Pacific](#), [Europe and Eurasia](#), [Near East](#), [South and Central Asia](#), and [Western Hemisphere](#)), and provided that such items are not, and could not reasonably be expected to be, meant for the United States market.

(4) The AO may change the exemptions set forth in this paragraph in writing; any such changes shall apply prospectively.

(5) "Staff" for the purposes of the Exception in 3(A) is defined as any individuals receiving financial compensation from the recipient or sub-recipient.

(6) For each purchase of Covered Material under Exception 3(B), the recipient must provide the AO with contemporaneously dated documentation that the order of Covered Material is not meant for, and could not reasonably be meant for, the U.S. market. The AO will then upload the statement into ASIST. This documentation can take the form of a simple email verification from a vendor or a brief, contemporaneously dated, written statement or e-mail from the recipient or contractor confirming its conversation with the vendor.

1.9 STANDARD PROVISIONS

The following Standard Provisions apply to this Agreement. The full texts of these Standard Provisions are set forth in Attachment 3 of this Agreement.

Mandatory Standard Provisions for Cost-Type Awards to Public International Organizations (PIOs)

1. Allowable Costs (April 2011)
2. Amendment (April 2011)
3. Nonliability (April 2011)
4. Notices (April 2011)
5. Payment (Letter of Credit) (August 2018)
6. Audit and Records (November 2019)
7. Refunds (Standard) (2019)
8. Agreement Budget Limitations and Revisions (August 2018)
9. Termination Procedures (Standard)(April 2011)
10. Financial Management, Procurement, and Evaluation (April 2011)
11. Dispute Resolution (April 2011)
12. Title To and Disposition of Property (UN Agreements) (AUGUST 2018)
13. USAID Disability Policy (Standard) (August 2018)
14. Terrorist Financing Clause (UN) (April 2011)
15. Trafficking in Persons (August 2018)
16. Prohibition on Federal Contracting With and Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements (August 2018)
17. Fraud, Corruption, and Other Prohibited Conduct (November 2019)
18. Monitoring, Review, and Evaluation (November 2019)
19. Publications and Media Releases (April 2011)
20. Reporting of Foreign Taxes (UN and Other Tax Exempt PIOs) (April 2011)

1.10 ADMINISTRATIVE COST RECOVERY

USAID's contribution under this Agreement includes administrative costs which shall not exceed **\$28,148**. The administrative payment shall not be used to augment an appropriation of U.S. funds for general expenses (e.g., "voluntary contributions" under Section 301[a] of the Foreign Assistance Act of 1961, as amended); shall not include costs recovered under other components of this Agreement; must be program-specific; and shall not be applied for expenses outside the immediate management of this Agreement.

ATTACHMENT 2 – PROGRAM DESCRIPTION

The Recipient’s proposal or appeal entitled, **“Strengthening coordination mechanisms with an emphasis on the humanitarian-development-peacebuilding nexus and a transition to recovery/resilience building in Abyei,”** and dated February 23, 2021, is attached hereto as the Program Description (Attachment 2) and is made a part of this Agreement. In accordance with paragraph (b) of the Standard Provision set forth in Attachment 3 of this Agreement entitled “Agreement Budget Limitations and Revisions,” the Recipient shall request prior approval from the Agreement Officer for changes to the scope and objectives of the program or the addition of any new activities. The Recipient shall submit requests for approval of changes to the scope and objectives or the addition of new activities to the Agreement Officer through the AOR. Except as may be otherwise indicated or delegated by the Agreement Officer to the AOR, the Agreement Officer will still provide any required approvals (or disapprovals).

Notwithstanding the foregoing, this award is negatively earmarked for the peacebuilding activities. Therefore, USAID funding cannot be used to fund any peace-building activities conducted by the UN Resident Coordination Office - Abyei Field Office and/or the RCO.

APPLICATION FOR USAID/BHA AWARD**SUMMARY TABLE**

Applicant	United Nations Resident Coordinator's Office (UN RCO), Sudan
Request Type	Proposal for funding (new award)
Activity Title	Strengthening coordination mechanisms with an emphasis on the humanitarian-development-peacebuilding nexus and a transition to recovery/resilience building in Abyei
Country	Sudan
Submission Date	23 February 2021
Funding Source	International Disaster Assistance (IDA)
Total Funding Level Requested	USD 380,000
Overarching Appeal or Project Document + Duration	Project document: Strengthening coordination mechanisms with an emphasis on the humanitarian-development-peacebuilding nexus and a transition to recovery/resilience building in Abyei (15 April 2021- 15 April 2022)
Confirmation of Multi-Donor Support to Appeal or Project	Yes. The UN RCO is currently funded by UN Development Coordination Office (DCO), UN Special Purpose Trust Fund (SPTF), UN Peace and Development, Gender Advisory support (CIDA), USAID, DFID, Sweden and Korea (for a Junior Professional Officer). The USAID funding is used for the specific project in Abyei.
Proposed Interventions (if applicable)	The key interventions proposed under this award include a) coordination services and UN programming, b) facilitate the transition of humanitarian to recovery and resilience building, c) community peacebuilding activities and d) analysis of context, information management, advocacy and reporting.
Proposed Time Frame for Award	15 April 2021- 15 April 2022
Contact Persons	Headquarters Contact Information: Alexandra Simpson, RCO Team Leader, Mobile: +249 912 146 444 Email: simpsona@un.org ; Field Contact Information: Prem Singh Nayak Head of UN RCO Field Office in Abyei Mobile: +249 912737397 Email: prem.nayak@one.un.org ;

I. Description of emergency and current/projected needs:

The Abyei area, having around 10,546 Km² in size, has complex and multi-layered conflict with its final disputed administrative status between the Sudan and South Sudan. The area has fragile security situation with continued humanitarian and recovery needs due to the inter-communal tensions, armed attacks and localized conflicts over the dispute on natural resources and available basic social services. While the recovery and humanitarian needs are significant in Abyei, the response is limited having huge gaps in various sectors with the support being mostly provided by the aid community. The limited presence of basic service providing institutions, absence of formal institutions to enforce rule of law and population displacement further pose challenges in programmatic interventions. Additionally, each year during the rainy season, flood triggered by torrential rainfall affect majority of the population and the occasional outbreak of diseases are other causes of concern. Moreover, lack of development projects left the area far behind from the global and regional visions of the sustainable development agendas.

The frequent violent incidents, alleged presence of armed elements and criminality further exacerbated the situation. In January 2020, an armed attack in a village in Abyei- located at around 10 km north-west of the Abyei town - left 33 people killed, 17 wounded and 32 houses burnt. In addition, as noted in UN Secretary General's report to the UNSC on the situation of Abyei from April- November 2020, a total of 40 security incidents with eight of particular concern and subject to subsequent investigations, four attacks against UN personnel and four instances of intercommunal violence were reported. This situation coupled with unpredictable security situation adversely affected the vulnerable people, particularly women, children, elderly people, and continued the need of humanitarian- recovery- peacebuilding interventions in a complex emergency environment.

The UN peacekeeping mission, United Nations Interim Security Force for Abyei (UNISFA) established under Chapter VII of the UN Charter, continued efforts to maintain peace and stability, protect civilian from the imminent threats of physical violence and facilitate humanitarian assistance by providing security and ensuring freedom of the UN and humanitarian personnel. Likewise, the UN Agencies, Funds and Programmes (UN AFPs) together with partners, mainly international and some national non-governmental organizations (I/NGOs), provide some form of recovery and humanitarian assistance to the people in need. In 2021, it is estimated that some 210,000 people will require assistance in the disputed Abyei area. The major areas identified for programmatic interventions in the Abyei response plan for 2021 are: lifesaving humanitarian services, reduction in morbidity and mortality with increased access to quality health care, improve access to safe drinking water, adequate hygiene and sanitation with particular focus on the areas of displacement, return and host communities, reduce the risk of malnutrition in children under age- five, pregnant and lactating women, strengthen protection services, improve access to primary education and training, livelihood opportunities as well as communities' resilience and food security. The ongoing humanitarian, recovery/development and peacebuilding actions need to be streamlined and require synergies and advocacy for additional resource mobilization.

In this background, the Office of the UN Resident Coordinator (UN RCO)¹, with its extended field presence in Abyei under USAID/OFDA funded project, provides coordination services and brings different UN agencies to

¹ The UN RCO leads the UN's engagement in development activities by creating platform of coordinated delivery, promoting local capacities, and ensuring effective advocacy of UN values, standards, principles and activities on behalf of the UN with the highest level. The UN RCO is responsible for advancing the UN Secretary-General's 'increased coherence' agenda that aimed at bringing the UN agencies, funds and programmes to work more closely together to increase effectiveness, relevance, and efficiency. The UN General Assembly resolution 72/279 strengthened the RCO in support of the UNCT to better respond the sustainable development agendas and in the areas strategic planning, development economics, partnership and development finance, information management, communications and advocacy.

In Sudan, the UN RCO coordinates the UN Country Team comprised of 18 resident and two non-resident agencies and engages with UN peacekeeping missions: UN Integrated Transition Assistance Mission in Sudan (UNITAMS) and UN Interim Security Force in Abyei (UNISFA).

improve the efficiency and effectiveness of operational activities and contributes to information management and conflict sensitive programming. It liaises with the UN AFPs, peacekeeping mission as well as the aid community and leads the transition of humanitarian assistance to recovery programmes. Building on the efforts made under the USAID/OFDA award (project # 720FDA18IO00022 with its project period end on 5 April 2021), the UN RCO wishes to continue its presence and proposes the project in Abyei on - strengthening coordination mechanisms with an emphasis on the humanitarian-development-peacebuilding nexus and a transition to recovery/resilience building in Abyei, for the period of one year. A total of USD 380,000 is requested from the USAID for the project for the period between 15 April 2021 and 15 April 2022.

2. Description of activity objectives and proposed interventions

2.1 Objectives: in a complex political and development context in Abyei, the major objectives of this project are to coordinate the transition of humanitarian to recovery assistance by bringing UN AFPs and partners together for effective operational activities, facilitate and strengthen mechanisms for humanitarian- recovery- peacebuilding programmatic interventions, support to community peacebuilding processes and advocate conflict- sensitive development through the analysis of local context, information management and reporting. These services will enhance coordination and collaboration among various stakeholders to achieve the expected results effectively. It will contribute to coherent approach towards humanitarian- recovery and peacebuilding actions to promote social cohesion and co- existence. The project aims at enhancing coordinated recovery and development efforts by reducing duplication, ensuring the best utilization of available resources and facilitating programmes in a holistic manner.

The specific objectives of this proposed project are summarized below:

- Provide coordination services with an emphasis on the humanitarian- development- peacebuilding nexus,
- Facilitate the transition of humanitarian to recovery/resilience building in Abyei,
- Contribute to community peacebuilding activities in order to promote social cohesion and co- existence,
- Improve analysis of context, information management and reporting in support of humanitarian- development- peacebuilding activities.

2.2 Major interventions: the key components proposed for the extended period include:

a) Coordination services and UN programming: the RCO will continue to coordinate UN AFPs in Abyei coming from the UN Country Team (UNCT) Sudan and South Sudan and bring I/NGOs and other stakeholders together thereby creating platforms for genuine partnership at the operational level. It will liaise with the peacekeeping mission, UNISFA, to ensure safety and security of personnel and play interface roles between the mission and UN AFPs to facilitate principled humanitarian and recovery actions. RCO will regularly liaise with UNISFA's various units, such as Community Liaison Team, Quick Impact Projects (QIPs), Gender, Civil- Military Coordination Unit and UNPOL to provide support to wide range of community development issues including community peacebuilding, community outreach activities, humanitarian affairs and protection. Additionally, the RCO will represent UN AFPs and the aid community at UNISFA's Weekly Meetings, Sunday's Briefings, Senior Management Group and regularly attend Security Management Team, Security Cell and other forums on behalf of the UNCT.

Through the regular briefings, information products, context analyses and situation updates on Abyei, RCO Abyei will contribute to UN programming, processes and strategies. The strategic planning processes such as common country analysis, UN development coordination framework as well as humanitarian needs, and response strategies will be supported by providing inputs based on field realities and their implementation. RCO Abyei will also perform bridging roles between the country offices and the field among UN AFPs, aid community, donors and other stakeholders.

b) Facilitate the transition of humanitarian to recovery and resilience building: the RCO Abyei field office will lead the transition of humanitarian to recovery and resilience building by providing technical inputs to Abyei

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humanitarian and recovery strategies and contributing to their implementation. It will support and facilitate multiple humanitarian need assessments and responses, backstop the UNCTs/Humanitarian Country Teams (HCTs) and co-chair inter-cluster coordination meetings together with OCHA. The RCO will support OCHA to facilitate the humanitarian actions, particularly to those related to recovery and resilience building, and convene a series of awareness sessions including Civil- Military Coordination- CIMIC and CMCoord - to the UNISFA troops. Orientation sessions will be provided to newly arrived UNISFA troops and military observers on the development, recovery situation and the UN AFPs activities in the Abyei area. The RCO will engage with stakeholders on issues related to return and recovery and - together with UNISFA and AFPs - carry out various community outreach activities.

Each year during rainy season, the flood triggered by torrential rainfall badly affect the Abyei area displacing majority of population and destroying shelters, agriculture farms and livelihoods. On the other hand, dryness generally from November to May in the northern Abyei push the Misseriya pastoralists to move southwards with their cattle. It is noted that many security incidents related to inter- communal tensions, cattle rusting and dispute over natural resources are often reported during this period of each year. Thus, disaster preparedness and response actions coupled with peacebuilding interventions should be provided.

In 2020, COVID- 19 added more challenges to the already fragile humanitarian and recovery context in Abyei. The RCO together with OCHA, UN AFPs, I/NGOs and local partners will engage in the COVID- 19 preparedness and response actions. It will continue to serve as a member of the Abyei COVID- 19 Task- Force and liaise with stakeholders for the response including coordination support to activities related to point of entry, awareness raising, quarantine/isolation centers and testing.

Likewise, RCO Abyei office will represent UN AFPs in the technical committee and project review committee of the UNISFA's Quick Impact Projects (QIPs). It will ensure the coordination between coordination of QIPs and other UN recovery/development projects to provide maximum impact and promote the transition of humanitarian to recovery and resilience building in the QIPs.

c) Community peacebuilding activities: given the fact that the conflict in Abyei is characterized at different three level such as political dispute over the final administrative status of the area, inter- communal tensions and criminality. Additionally, localized conflict over the use of natural resources and available basic services are also more often trigger tensions and occasionally lead the situation to the violent outbreak. The community peacebuilding activities might greatly contribute to social cohesion and co- existence by bringing the stakeholders together and addressing localized issues. The RCO will continue to chair the Peacebuilding Working Group, an informal forum of UN AFPs, INGOs and the peacekeeping mission, to develop plans and implement activities related to community peacebuilding within the Abyei area. It will also facilitate partners to organize community peacebuilding activities such as pre and post migration conferences, peace conferences and co- existence workshops involving major stakeholders in Abyei. Similarly, various peacebuilding initiatives facilitated by the UN AFPs and the peacekeeping mission will be supported and conflict- sensitive and Do- No- Harm (DNH) approach will be promoted.

d) Analysis of context, information management, advocacy and reporting: an understanding of Abyei situation is very important for the aid community to perform humanitarian, recovery and development actions given its complicated political and development context. The RCO's information products and analysis would be useful in ensuring that both the UN agencies and the aid community, garner a thorough understanding of the situation as well as planning and implementing their activities. It would also contribute to design and implement programmes in a conflict- sensitive manner.

The RCO Abyei, based on information on issues affecting peace and development and the provision of occasional first-hand information on the ground, develops reports and shares with UNCTs and other development partners.

The RCO will provide regular briefings to the UNCT, UN AFPs and donors on the Abyei situation and develop context analysis exercise. The records of ‘who- does- what- where’ in Abyei will be produced and updated on regular basis with these serving as tools to enhance coordination and the mapping of activities. Up to date contact lists of all partners working in Abyei area for the benefit of all stakeholders will be maintained and updated. On a monthly basis, the RCO together with the OCHA field office in Abyei develop a joint monthly report covering the Abyei context, as well as cluster/sector-wise updates that are shared with UNCT/donors through RCO Khartoum office. Moreover, inputs will be provided to UNISFA’s various reports on humanitarian/recovery situation including to the UN Department of Peacekeeping Operation (DPKO), UN Secretary- General (UNSG) and UN Security Council (UNSC).

2.3 Stakeholders and beneficiaries: various stakeholders such as UN AFPs reporting to Sudan and South Sudan, I/NGOs, community based/civil society organizations and major community representatives will be benefitted from the RCO’s coordination services, UN programming, peacebuilding activities, information management and advocacy. The project will establish partnership and coordination mechanism with UNISFA’s various components. Likewise, the RCO will continue working with OCHA on the issues related to the transition of humanitarian to recovery actions and joint products/initiatives.

The RCO will be engaged with various other stakeholders including community traditional leadership, women and youth organizations in the Abyei area. It will continue to play catalytic and enabler’s roles for the UN AFPs and partners to provide some forms of humanitarian and recovery assistance to about 210,000 people in need of assistance that include vulnerable people in need from Ngok Dinka community, Misseriya in the north, Misseriya nomads, displaced people and others.

2.4 Coordination with other actors and programmatic links: during the different phase of the project, coordination and strategic partnership will be ensured with wide range of stakeholders; specifically, with the governments counterparts, relevant key stakeholders, community members including youth, women, elders and community leaders. The project will establish partnership and coordination mechanism with UNISFA’s components such as OPO, CLO, QIPs, UNPOL and CIMIC. Regular coordination will be ensured with the USAID for the progress of implementation to ensure alignment with priorities and strategy.

Specifically, programmatic links will be made with following stakeholders:

Organizations	Coordination and programmatic links
OCHA	<ul style="list-style-type: none"> - Humanitarian actions, the transition of humanitarian to recovery actions, - Joint need assessment and response plans, co- chair inter- cluster coordination, - CIMIC trainings/orientations to UNISFA troops, - OCHA- RCO joint Abyei monthly reports, - Inputs to humanitarian and recovery updates to the SG’s report to UNSC.
UNISFA	<ul style="list-style-type: none"> - Programmatic links with various UNISFA units including Community Liaison, UNPOL and CIMIC, Quick Impact Projects technical and review committees, - Represent aid community in various forums and play interface roles between the mission the aid community.
UN AFPs and INGOs	<ul style="list-style-type: none"> - Recovery and peacebuilding activities, - Play catalytic and enabler’s role to provide some forms of humanitarian and recovery assistance to the people in need in Abyei.
Donors/aid community	<ul style="list-style-type: none"> - Advocacy through regular briefing and information products for conflict sensitive and need based balanced support.
USAID	<ul style="list-style-type: none"> - Progress of project implementation to ensure alignment with priorities and strategy.
Local organizations	<ul style="list-style-type: none"> - Make programmatic links with local stakeholders including women and youth groups to enhance partnership, accountability and sustainability.

2.5 Monitoring and evaluation plan, accountability and feedback mechanism: the project will be under the overall guidance of the UN Resident Coordinator (UN RC) and direct supervision of the RCO Team Leader and Head of RCO Field Office based in Abyei. Co- located with the UNISFA compound and together with UN AFPs in Abyei, the Head of RCO field office based in Abyei will be responsible for the day- to- day activities, overall coordination and monitoring activities on the ground. Necessary technical insights and support will be provided by the RCO Khartoum, and also from the Juba office, for the successful implementation of the project.

The activities will be monitored by the RCO Abyei office through various modalities including periodic feedback collection from the stakeholders and monitoring visits. Progress on work plan will be tracked and regular progress report will be produced. The RCO Khartoum office will also carry out regular monitoring visits to ensure the planned activities are implemented and services are provided. Similarly, feedbacks from the stakeholders will be collected and recommendations drawn will be implemented. Stakeholders feedback will feed into the project to ensure accountability and recommendations from monitoring visits, observations and periodic progress reports will inform to the Resident Coordinator and RCO senior management team's decisions with regards to improvement needed.

An internal evaluation will be conducted through stakeholders' feedbacks, assessments and surveys. The relevant UN AFPs and mission personnel, that are considered as close primary stakeholders, will be consulted during the process. Likewise, an internal review will be conducted to assess the effectiveness and efficiency of the project, identify potential challenges and way forwards. The timing for internal evaluation and review will be discussed and agreed with the donor.

3. Results matrix:

Outcome	Outputs	Key activities	Target	Means of verification	Assumptions
<p>Outcome- 1: coordination services with an emphasis on the humanitarian-development-peacebuilding nexus provided</p>	<p>Output 1.1- UN programming, processes and strategies supported to facilitate humanitarian-development-peacebuilding nexus activities in Abyei area</p>	<ul style="list-style-type: none"> - Coordinate the UN AFPs reporting to UNCT Khartoum and Juba, and liaise with UNISFA, INGOs and donors to enhance operational collaboration, - Liaise with UNCTs, aid community and donors for genuine partnerships, - Contribute to UN programming, processes and strategies through the provision of regular briefings/information products, as well as with context analyses, situation updates, - Liaison with UNISFA in Abyei including inter-alia for RRR, QIPs, humanitarian affairs & protection - Support the UNISFA community liaison team in a wide range of community development issues including community peacebuilding, - Coordinate Programme Criticality (PC) exercises & various surveys and assessments sought by the UNHQ and country offices, - Serve as liaison point between UNISFA and AFPs/NGOs and a primary security focal point for UN AFPs in Abyei. 	<ul style="list-style-type: none"> - UN AFPs team meeting- 10 - Sectors meeting- 6 - UNISFA’s weekly briefing- 25 - SMT and Security Cell meetings- 8 - Attend initiatives and bilateral engagement with UN agencies at the CO- 5 - Inputs on Abyei context provided to HNO, HRP, CCA and UNSDCF - Recovery and development part of eSRM updated- 1 - Briefing to aid community, UN and donors on Abyei- 10 - Activities attended or supported together with UNISFA and AFPs- 18 - PC workshops- 2 - ICSC assessments- 2 - Security updates, force protection arrangement- 20 	<p>Meeting minutes, attendance record</p> <p>SMT records</p> <p>Notes from the meeting</p> <p>Reports</p> <p>eSRM document</p> <p>Briefing docs and presentations</p> <p>Field reports, back to office or activity updates</p> <p>PC report</p> <p>ICSC reports</p> <p>Security reports & force protection</p>	<p>The UN AFPs and partners would be able to provide humanitarian-recovery-peacebuilding services without any hinderance and unconditional access provided throughout the Abyei box.</p>
<p>Outcome- 2: the transition of humanitarian to recovery/resilience building in Abyei facilitated</p>	<p>Output 2.1- Coordination support to ensure the transition of humanitarian to recovery activities provided</p>	<ul style="list-style-type: none"> - Support/facilitate multiple humanitarian need assessments/responses, backstop UNCTs/HCTs and co- chair inter- cluster coordination meetings with OCHA, - Prepare Abyei development/recovery strategy, - Convene awareness sessions on Civil-Military Coordination- CIMIC and CMCoord to UNISFA troops together with OCHA, - Together with UNISFA and AFPs- carry out various community outreach activities as well as return and recovery activities, - Serve as a member in UNISFA’s QIPs Committees. 	<ul style="list-style-type: none"> - Need assessment and response - 8 - Inter- cluster coordination meetings- 6 - Abyei recovery strategy - Orientation to UNISFA troops and UN AFPs- 12 - CIMIC workshops- 6 - COVID- 19 task- force- 12 & working group meeting- 6 - QIPs technical and review committee meetings- 4 	<p>Need assessment and response reports</p> <p>Field reports</p> <p>Strategy docs</p> <p>Presentations</p> <p>Workshop reports</p> <p>Meeting minutes</p> <p>QIPs report</p>	<p>Logistical and operational challenges such as road inaccessibility during rainy season would be addressed</p>

Outcome	Outputs	Key activities	Target	Means of verification	Assumptions
Outcome- 3: community peacebuilding activities in order to promote social cohesion and co-existence supported	Output 3.1- <i>Peacebuilding Working Group strengthened and advisory services provided to carry out community peacebuilding activities in coordinated manner</i>	<ul style="list-style-type: none"> - Co-chair the Peacebuilding Working Group- a forum of UNISFA, UNPOL, UN agencies (RCO, OCHA, IOM, FAO, WFP and UNMAS), INGOs, - Attend/contribute to protection of civilian (PoC) and early warning working group - Advocate for the promotion of conflict sensitive development practices and coordinate conflict sensitive and capacity building activities. 	<ul style="list-style-type: none"> - Peacebuilding working group's meeting: 8 - Meetings on PoC and early warning - CS DNH workshop- 2 	Notes from the meeting and meeting minutes PoC and early warning strategy Workshop reports	The stakeholders and authorities are collaborative, and support to organize various peacebuilding activities without any hindrance
	Output 3.2- <i>Community peacebuilding activities supported through the provision of coordination services, information management and joint programming</i>	<ul style="list-style-type: none"> - Provide coordination services, information management and joint programming to support peacebuilding activities (pre/post migration conferences, youth/women conferences), - Coordinate support for Joint Peace Committees (JPC) and Community Protection Committees (CPCs), - Support peacebuilding initiatives facilitated by UNISFA, UNPOL, AFPs, - Carry out field exercises on Conflict Sensitivity and Do- No- Harm (CS DNH) approach. 	<ul style="list-style-type: none"> - Coordination meetings for pre and post migration, peace conference- 6 - JPCs and CPCs attended- 6 - Peacebuilding initiatives- 8 - CS DNH workshops- 2 	Programme schedule, Communiqué Progress report Notes from the events Workshop reports	
Outcome- 4: analysis of context, information management and reporting in support of humanitarian-development-peacebuilding activities strengthened.	Output 4.1 <i>Humanitarian-Recovery/Development-Peacebuilding programmes benefit from the RCO's products on context analysis, information management and reporting</i>	<ul style="list-style-type: none"> - Prepare information products and situation analysis in support of UN and aid community's strategic planning and programming, - Maintain and update database on the key events and activities in the areas including those affecting peace and development, - Records of who- does- what- where in Abyei, that will serve as a tool to enhance coordination and mapping, to aid community, - Up to date contact lists of all partners working in Abyei area for the benefit of all stakeholders. 	<ul style="list-style-type: none"> - Context analysis and situation updates- 4 - Database on key event- 1 - 4Ws database- 1 - Contact list- 3 	Context analysis and updates docs Database on key event 4Ws database Contact list	
	Output 4.2 <i>Overall humanitarian and development situation of Abyei highlighted through RCO's reports</i>	<ul style="list-style-type: none"> - Develop and disseminate RCO-OCHA Abyei monthly report covering Abyei context, cluster/sector-wise updates, - Contribute to UNISFA's reports by providing inputs on humanitarian/recovery part including to the DPKO, UNSG and UNSC, - Provide briefing to UNCT, UN AFPs and donors on Abyei situation. 	<ul style="list-style-type: none"> - RCO- OCHA monthly report- 12 - Inputs to recovery and humanitarian situation to SG's report- 2 - Briefing to donors- 6 	Monthly report SG's report on the situation on Abyei Briefing notes	

ATTACHMENT 3 – STANDARD PROVISIONS

(Note: Throughout this Agreement, the following terms may be used interchangeably: (a) "Grant Officer" and "Agreement Officer"; (b) "Grantee," "Recipient," and "Awardee"; (c) "Grant," "International Agreement," "Agreement," and "Award"; (d) Agreement Officer's Representative," "Cognizant Technical Officer," "Project Officer," and "Activity Manager"; (e) "Subaward," "Subgrant," and "Subagreement"; and (f) "Subrecipient," "Subgrantee," and "Subawardee." All references to dollars (\$) mean U.S. dollars or the equivalent thereof in another currency. References to "USAID," without an indication of the specific position or individual within USAID, shall mean "Agreement Officer" unless otherwise indicated or delegated to another USAID position or individual by the Agreement Officer.)

1. ALLOWABLE COSTS (APRIL 2011)

a. The recipient must use funds provided under this agreement for costs incurred in carrying out the purposes of the agreement that are reasonable, allocable, and allowable.

(1) "Reasonable" means the costs do not exceed those that would ordinarily be incurred by a prudent person in the conduct of normal business.

(2) "Allocable" means the costs are necessary to the agreement.

(3) "Allowable" means the costs are reasonable and allocable, and conform to any limitations set forth in the agreement.

b. The recipient is encouraged to obtain the USAID Agreement Officer's written determination in advance whenever the recipient is uncertain as to whether a cost will be allowable.

2. AMENDMENT (APRIL 2011)

The parties may amend the agreement, in writing, by mutual agreement, either by formal amendment to the agreement, or by an exchange of letters between the USAID Agreement Officer and the recipient.

3. NONLIABILITY (APRIL 2011)

USAID does not assume liability for any third-party claims for damages arising out of the agreement.

4. NOTICES (APRIL 2011)

Any notice given by USAID or the recipient must be in writing and delivered in person, mailed, or transmitted electronically by email or fax. Notices to USAID must be sent to the USAID Agreement Officer at the address specified in the agreement and to any designee specified in the agreement. Notices to the recipient will be sent to the recipient's address specified in the agreement and to any designee specified in the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

5. PAYMENT (LETTER OF CREDIT) (AUGUST 2018)

a. Payment under the agreement is made through a Letter of Credit (LOC), in accordance with the terms and conditions of the LOC and any instructions issued by the USAID Bureau for Management, Office of the Chief Financial Officer, Cash

Management and Payment Division (M/CFO/CMP).

b. As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of the agreement over any other payment clause of the agreement.

c. The recipient must have written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient. The recipient must exercise prudent management of Federal funds by drawing only those funds that are required for current use. The amount and timing of the drawdown should be limited to the minimum amount of needed for immediate disbursing needs. Immediate disbursing needs are seven days or less and must be as close as is administratively possible to the actual disbursements by the recipient for direct program or activity costs and the proportionate share of any allowable indirect costs.

d. The recipient must submit a quarterly **SF-425, Federal Financial Report** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)), no later than thirty (30) days after the end of the quarter, to the Agreement Officer's Representative (AOR) specified in the agreement. The SF-425 report must show cash disbursements, advances received, and any cash remaining on hand for the period covered by the report. In cases of multiple USAID operating units funding a single agreement, the recipient should submit a breakdown of their agreement financial reporting by USAID funding operating unit as a supplement document to the SF-425 report. The SF-425 report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Failure to provide these reports may result in the suspension, disruption, or termination of additional payments.

e. Except as otherwise agreed to, within ninety (90) days following the expiration of the agreement, the recipient must submit an interim final financial report using **SF-425** ([https://www.usaid.gov/sites/default/files/documents/1868/SF-425 %28Federal Financial Report%29 %28Replaces SF-269%29.pdf](https://www.usaid.gov/sites/default/files/documents/1868/SF-425%28Federal%20Financial%20Report%29%28Replaces%20SF-269%29.pdf)) showing total disbursements, total advances received, and any cash remaining on hand, which the recipient must refund to USAID. The recipient must then submit a final financial report using the same **SF-425** form within six months of the end of the recipient's fiscal year in which the agreement expired. Each report must include the authorized certifying official's signature for the accuracy and completeness of the required financial information on SF-425. Funds can be withdrawn after the end date of the agreement, but only if the funds will be used to pay for goods and services received up to the agreement end date.

f. Revocation of the LOC, in accordance with its terms and conditions, is at the discretion of M/CFO/CMP, after consultation with the Agreement Officer. Notification of revocation must be in writing and must specify the reasons for such action. If the LOC is revoked, payments may be made on a cost-reimbursement basis. For reimbursement, the recipient must submit to the USAID Controller an original and three

copies of **SF-1034, Public Voucher for Purchases and Services Other Than Personal** (available at <http://www.gsa.gov/portal/forms/download/115462>), and **SF-1035, Continuation of SF-1034** (available at <http://www.gsa.gov/portal/forms/download/115466>), normally once a month, but in any event no less than quarterly. Where the recipient submits to the paying office an electronic submission, additional copies of **SF-1034** and **SF-1035** are not required. Each voucher must be identified by the agreement number and must state the total costs for which reimbursement is being requested.

6. AUDIT AND RECORDS (NOVEMBER 2019)

a. The recipient is required to maintain books, records, documents, and other evidence (together, the “account records”) that, in reasonable detail, accurately and fairly reflect the transactions of the agreement. The recipient confirms that its financial statements prepared from the account records comply with the financial regulations, rules, policies, and procedures of the recipient and internationally accepted accounting standards. The recipient must maintain the account records after the final disbursement of funds under the agreement in accordance with the recipient’s records retention policy, or for at least three years, whichever is longer.

b. The recipient confirms that its financial statements relating to the agreement will be subject to audit in accordance with the applicable financial regulations, rules, policies, and procedures of the recipient. The recipient will notify USAID when reports are available from the recipient’s external and internal oversight bodies. Upon USAID’s reasonable request, the recipient will provide further available relevant information from the applicable external and internal oversight bodies on report findings and recommendations related to USAID-funded activities, including implementing partners’ activities, unless disclosure of such information would be inconsistent with the recipient’s rules and procedures concerning disclosure of information.

c. In the event that USAID becomes aware of factors that would indicate a need for closer scrutiny of USAID-funded activities, USAID will bring these to the attention of the recipient. If the recipient’s internal oversight body determines the need for a special independent audit, it will determine the scope and plan for any such audit in consultation with the recipient and USAID as appropriate. The costs of such an audit will constitute allowable costs under the agreement.

d. USAID may undertake spot checks related to activities funded by USAID. It is agreed that USAID may request and the recipient will provide, in a timely fashion, access to financial information required for such spot checks in accordance with procedures that will be mutually agreed by the parties. It is understood that representatives of USAID will be given access to the site of the project and/or the headquarters of the recipient. The recipient will provide all relevant financial information and clarifications to USAID representatives and will explain, with appropriate concrete examples, how the accounts are managed and the procedures used to ensure

transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USAID and the recipient in advance. It is understood that such spot checks will not constitute financial, compliance or other audits of USAID-funded activities, and are undertaken in a manner consistent with the UN's Single Audit Principle. The costs of such spot checks will be borne by USAID.

7. REFUNDS (STANDARD) (2019)

a. If the recipient earns interest on U.S. Government advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID in the same manner as funds were disbursed. Interest amounts up to \$500 per year may be retained by the recipient for administrative expenses.

b. Funds obligated by USAID, but not disbursed to the recipient before the agreement expires or is terminated must revert to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement. Any funds advanced to, but not disbursed by, the recipient before the agreement's expiration or termination must be refunded to USAID, except for funds committed by the recipient to a legally binding transaction applicable to the agreement.

c. If the USAID Agreement Officer determines, in consultation with the recipient, that USAID funds provided under the agreement have been expended for purposes not in accordance with the terms of the agreement, the recipient must refund that amount to USAID.

8. AGREEMENT BUDGET LIMITATIONS AND REVISIONS (AUGUST 2018)

a. The approved agreement budget is the financial expression of the recipient's program as approved during the agreement process. USAID is not obligated to reimburse the recipient for any costs incurred in excess of the total amount obligated under the agreement.

b. The recipient must immediately request approval from the USAID Agreement Officer when there is reason to believe that, within the next 30 calendar days, a revision of the approved agreement budget will be necessary for any of the following reasons:

- (1) To change the scope or the objectives of the program;
- (2) To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the agreement states otherwise;
- (3) To request additional funding for the program; or
- (4) The recipient expects the amount of USAID authorized funds to exceed

its needs by more than \$20,000 or ten percent (10%) of the USAID agreement, whichever is greater.

c. The recipient will not be obligated to continue performance under the agreement (including actions under the “Termination Procedures” provision) or otherwise to incur costs in excess of the total amount obligated under the agreement, unless and until the USAID Agreement Officer notifies the recipient in writing that the obligated amount has been increased and specifies the new agreement total amount.

9. TERMINATION PROCEDURES (STANDARD)(APRIL 2011)

The agreement may be terminated by either party, in whole or in part, at any time with ninety (90) days written notice of termination. After receiving a termination notice from the USAID Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the agreement and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the agreement after receiving the notice of termination, other than those reasonably necessary to close out the agreement. Except as provided below, no further reimbursement will be made after the effective date of termination. As soon as possible, but in any event no later than 120 days after the effective date of termination, the recipient must repay to USAID all unexpended USAID funds that are not obligated by a legally binding transaction applicable to the agreement. If the funds paid by USAID to the recipient before the effective date of termination are not sufficient to cover the recipient’s obligations under a legally binding transaction, then the recipient may submit a written claim for such amount to USAID no later than 120 days after the effective date of termination. The USAID Agreement Officer must determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the “Allowable Costs” provision of the agreement.

10. FINANCIAL MANAGEMENT, PROCUREMENT, AND EVALUATION (APRIL 2011)

To the extent not inconsistent with other provisions of the agreement, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient’s own policies and procedures, including its financial, procurement, evaluation, and anti-fraud and corruption policies and procedures.

11. DISPUTE RESOLUTION (APRIL 2011)

USAID and the recipient will use their best efforts to amicably settle any dispute, controversy, or claim that results from, or relates to, the agreement.

12. TITLE TO AND DISPOSITION OF PROPERTY (UN AGREEMENTS) (AUGUST 2018)

Ownership of equipment, supplies, and other property purchased with funds under the award will vest in the recipient during the life of the award. Disposition of property financed under the award will be made in accordance with **UNDP's** policies.

13. USAID DISABILITY POLICY (STANDARD) (AUGUST 2018)

USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs. One of the objectives of USAID's Disability Policy is to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations, and other donors in fostering a climate of nondiscrimination against people with disabilities. To that end, and to the extent it can accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities as appropriate.

14. TERRORIST FINANCING CLAUSE (UN)(APRIL 2011)

Consistent with numerous United Nations Security Council resolutions, including **S/RES/1269 (1999)** ([http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism S RES 1269.pdf](http://www.securitycouncilreport.org/atf/cf/%7B65BFCF9B-6D27-4E9C-8CD3-CF6E4FF96FF9%7D/Terrorism%20S%20RES%201269.pdf)), **S/RES/1368 (2001)** ([http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368 %282001%29](http://www.un.org/en/ga/search/view_doc.asp?symbol=S/RES/1368%282001%29)), and **S/RES/1373 (2001)** ([http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United Nations Security Council Resolution 1373 \(2001\).pdf](http://www.un.org/en/sc/ctc/specialmeetings/2012/docs/United%20Nations%20Security%20Council%20Resolution%201373%20(2001).pdf)), both USAID and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of USAID 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, the recipient undertakes to use reasonable efforts to ensure that none of the USAID funds provided under the agreement are used to provide support to individuals or entities associated with terrorism.

15. TRAFFICKING IN PERSONS (AUGUST 2018)

Trafficking in persons (as defined in the [Protocol to Prevent, Suppress, and Punish Trafficking in Persons, Especially Women and Children](#), supplementing the UN Convention against Transnational Organized Crime) represents a significant human-rights concern to the United States and the international community. The recipient agrees not to engage in trafficking in persons during the performance of this agreement.

16. PROHIBITION ON FEDERAL CONTRACTING WITH AND PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (AUGUST 2018)

The Recipient must not require employees, subrecipients, or contractors to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to the Recipient's investigatory body. If USAID determines that Recipient is not in compliance with this requirement, USAID may seek remedies under this Agreement, including disallowing otherwise allowable costs.

17. FRAUD, CORRUPTION, AND OTHER PROHIBITED CONDUCT (NOVEMBER 2019)

a. The parties have a zero tolerance approach toward fraud, corruption, and other prohibited conduct, as defined below, which applies to all staff members, consultants, and other individual independent contractors, institutional contractors, and implementing partners receiving funding provided under this agreement.

b. For purposes of this provision, prohibited conduct is defined according to the recipient's applicable regulations and policy on fraud and corruption, provided the following practices are included therein:

(1) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official;

(2) "Fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation;

(3) "Collusive practices" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(4) "Coercive practices" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and

(5) "Obstructive practices" means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts

intended to materially impede the exercise of recipient's contractual rights of audit or access to information.

c. Prevention of prohibited conduct. The parties are firmly committed to take all necessary precautions to avoid and address prohibited conduct. The recipient will maintain appropriate standards that govern the conduct of its personnel related to prohibited conduct as set forth in the recipient's applicable staff regulations and rules, financial regulations and rules, and policies and procedures.

d. Action regarding knowledge of prohibited conduct. With respect to knowledge of any actual, suspected, or alleged prohibited conduct, the recipient agrees that it has in place a suitable mechanism for a complete and comprehensive reporting of such conduct. When prohibited conduct is reported, the recipient's internal oversight body will take timely action as determined to be appropriate. When the recipient's internal oversight body determines an investigation is appropriate, the investigation will be conducted in accordance with the recipient's regulations, rules, policies, and procedures.

e. Cooperation with regard to information concerning prohibited conduct. The recipient and USAID agree to promptly bring knowledge of prohibited conduct in relation 17 to the agreement, of which the recipient or USAID has been informed or has otherwise become aware, to the attention of the recipient's internal oversight body. When the recipient becomes aware of credible allegations of prohibited conduct, the recipient will promptly inform the USAID Office of the Inspector General (OIG), and upon reasonable request, the recipient agrees to provide further available relevant information, unless disclosure of such information would be inconsistent with the recipient's rules and procedures concerning disclosure of information.

f. Any information or documentation provided in accordance with subparagraph e. above will be treated by USAID OIG with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, maximize the prospect of recovery of funds, ensure the safety and security of persons or assets, and respect the due process rights of all involved. OIG will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information /documentation provided to USAID personnel will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the recipient. USAID and OIG will obtain the express written authorization of the recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by U.S. federal or international law applicable to USAID and is not subject to the recipient's privileges and immunities under international and/or federal law (such as information/documentation constituting UN archives).

g. Where an investigation has concluded that prohibited conduct has occurred, the recipient will give proper consideration to referring the matter to the appropriate member state authorities.

h. In the event that the recipient determines that any USAID funds have been lost due to prohibited conduct, such loss will be dealt with in accordance with the applicable financial rules, regulations, policies, and procedures of the recipient and the M.7 Refunds provision.

i. In the event that USAID reasonably believes that timely and appropriate action has not been taken, it has a right to direct consultations to be established at a senior level between USAID and the recipient in order to obtain assurance that the recipient's oversight and accountability mechanisms have been or are being fully applied in connection with such allegations.

18. MONITORING, REVIEW, AND EVALUATION (NOVEMBER 2019)

a. USAID and the recipient will promptly inform each other about any condition/event/situation which interferes or threatens to interfere with the successful implementation of any activity financed in full or in part by USAID.

b. The recipient will be responsible for the monitoring and regular review of activities carried out under this agreement. For activities under this agreement, the cost of monitoring and review will constitute an allowable cost.

c. The evaluation of programs hereunder will be subject to the provisions of the recipient's evaluation policy and procedures as from time to time approved or amended by the recipient's Executive Board/Head or governing body, if applicable. The costs of any program-level evaluations will be included in the program budget and will constitute an allowable cost.

(1) Unless otherwise decided by the recipient's Executive Board/Head or other governing body, final evaluation reports and management responses, as applicable, are publicly disclosed by the recipient in accordance with the recipient's rules and procedures governing public disclosure of evaluations. The recipient will forward without delay to USAID any review or evaluation report pertaining to the activities funded under this agreement, or it will inform USAID that such report is available at the recipient's website.

(2) The recipient will each year, pursuant to the recipient's regulations, rules, policies, and procedures, inform USAID about the schedule for reviews and evaluations planned for the following twelve (12) months, insofar as they concern activities funded under the agreement.

d. The foregoing provisions regarding evaluation of projects funded under this agreement will not preclude that USAID may, separately or jointly with other financing partners and with prior written notice to the recipient, take the initiative to evaluate or review its cooperation with the recipient under this agreement, with a view to determining whether results are being or have been achieved and resources have been

used for their intended purposes. In furtherance of such a review, the recipient agrees to allow access for site visits by USAID and/or its agents as necessary. It is understood that such evaluation or review will not constitute a financial, compliance, or other audit of any programs, projects, or activities funded under this agreement. Costs of such evaluations or reviews will be borne by USAID, unless otherwise agreed.

19. PUBLICATIONS AND MEDIA RELEASES (APRIL 2011)

a. If the recipient intends to identify USAID's grant to any publication, video, or other information/media product resulting from the agreement, the recipient must obtain the approval of the USAID Bureau of Legislative and Public Affairs, in advance, in writing. The product must state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements must identify the sponsoring USAID Bureau/Independent Office or Mission and the U.S. Agency for International Development substantially as follows:

“This [publication, video, or other information/media product (specify)] was made possible through support provided by the Office of____, Bureau for____, U.S. Agency for International Development, under the terms of Award No.____. The opinions expressed in this [publication, video, or other information/media product] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

b. The recipient must provide USAID with one copy of all published works developed under the agreement and with lists of other written works produced under the agreement or a link to the relevant Web site.

c. Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the agreement, but USAID reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for U.S. Government purposes.

**20. REPORTING OF FOREIGN TAXES (UN AND OTHER TAX-EXEMPT PIOs)
(APRIL 2011)**

The recipient is not subject to taxation of activities implemented under the agreement based on its privileges and immunities as a public international organization (PIO). However, should it be obligated to pay taxes or duties related to the agreement, that the recipient does not anticipate to be reimbursed, the recipient must notify the USAID Agreement Officer's Representative (AOR).