



USAID
FROM THE AMERICAN PEOPLE

MAR 24 2015

Mr. Ali Al Za'tari
UN Resident & Humanitarian Coordinator
United Nations Development Programme
UNDP Compound
House 7, Block 5
Gama'a Avenue
Khartoum, Sudan

Subject: Agreement No. AID-OFDA-IO-15-00038

Dear Mr. Al Zatar:

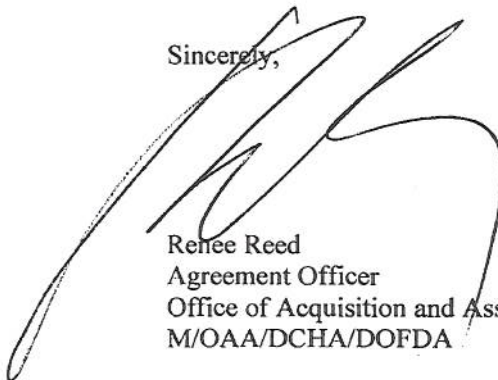
Pursuant to the authority contained in the Foreign Assistance Act of 1961, as amended, the U.S. Agency for International Development (hereinafter referred to as "USAID" or "Grantor") hereby grants to United Nations Development Program (hereinafter referred to as "UNDP," "Grantee," or "Recipient") the sum set forth in Section 1.3 of this Agreement to provide support for a program entitled "Strengthening recovery and development coordination efforts in Sudan," 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 jrgrants@ofda.gov, U.S. Agency for International Development, Office of U.S. Foreign Disaster Assistance.

Sincerely,



Renee Reed
Agreement Officer
Office of Acquisition and Assistance
M/OAA/DCHA/DOFDA

U.S. Agency for International Development
1300 Pennsylvania Avenue, NW
Washington, DC 20523
www.usaid.gov

Attachments:

1. Schedule
2. Program Description
3. Standard Provisions

ACKNOWLEDGED: United Nations Development Program

By: _____

Name: EI-Mostafa Benlamkh

Title: RC/HC, UNDP RR a.i

Date: 13 May 2015

ACCOUNTING AND APPROPRIATION DATA

A. GENERAL

A.1. Total Estimated USAID Amount	:	\$500,000
A.2. Total Obligated USAID Amount	:	\$500,000
A.3. Agreement Officer's Representative (AOR)	:	See Section 1.6
A.4. DUNS Number	:	645 521 498
A.5. LOC No.	:	HHS-17A8P

B. SPECIFIC

B.1.(a) Award Number	:	AID-OFDA-IO-15-00038
B.1.(b) REQ Number	:	REQ-OFDA-15-000285
B.1.(c) Organization ID	:	12504
B.1.(d) Control Number	:	D20151601
B.1.(e) Fund Account	:	FD-X15-OCO
B.1.(f) Program Element	:	A089
B.1.(g) Operating Unit	:	DCHA/OFDA
B.1.(h) Program Area	:	A22
B.1.(i) Distribution	:	667-W
B.1.(j) BGA	:	667
B.1.(k) SOC	:	4100202
B.1.(l) Amount	:	\$500,000



UN Coordination Support Office

Project: “Strengthening recovery and development coordination efforts in Sudan” (with a specific focus on Abyei and Khartoum)

FUNDING REQUEST TO USAID/OFDA

November 2014

The central aim of this Project, which specifically focuses on Abyei and also on Khartoum, is to support the achievement of the following activities and outputs as planned by the Coordination Support Office (CSO) over the next biennium (2015-2016):

- (a) A coherent and effective coordination system with emphasis on the transition to recovery and development is strengthened in Sudan in line with the UNDAF and other existing development frameworks.
- (b) Harmonized and efficient UNCT operations are effectively supported
- (c) Common advocacy, communications and partnership approaches are strengthened and
- (d) Direct, efficient and reliable support is provided to Resident Coordinator in the fulfilment of his responsibilities.

In fulfilling the above, the CSO will lead a strategic, streamlined, forward-looking coordination that advances high-level recovery and development results and promotes harmonization, effectiveness and efficiency in Sudan in full alignment with the United Nations Development Assistance Framework (UNDAF) as well as other recovery/development frameworks. The CSO will closely coordinate its work integrated operational support with OCHA and support the sustainable transition from humanitarian to recovery and development coordination across Sudan.

Proposal Overview	
Requesting Entity	UN Coordination Support Office (administered by UNDP)
Project Title	Strengthening recovery and development coordination efforts in Sudan
Sector	Common Services and Coordination
Project Duration	April 2015 – March 2016 (12 months)
Locations	Abyei and Khartoum
Beneficiaries	The Sudanese people and other resident or transient recipients of international cooperation aid and assistance.
Overall Budget	USD 1,278,198
Available Funds	USD 778,198 (including in-kind contributions)
Funding Gap	USD 500,000

Introduction

The Resident Coordinator's Office (named, in Sudan, the Coordination Support Office – CSO), is currently the recipient of a USAID/OFDA grant (no. AID-OFDA-IO-12-00055) under the project title "Strengthening recovery coordination efforts in Sudan" spanning the period August 2012 to March 2015, further to a cost modification and a no-cost extension having been granted by USAID/OFDA in respect of this project. The funds provided under this project by USAID/OFDA total USD 1,300,000.

As the above-mentioned project will be coming to its natural expiry in March 2015, CSO has compiled this new project proposal, which takes into account the new dynamics of the work environment in which CSO operates, bearing in mind any significant changes in the country's context since 2012.

This project proposal has been formulated based on a concept note submitted to USAID/OFDA Khartoum on 1 September 2014 and which received preliminary written approval on 15 September 2014. This project proposal seeks funding from USAID/OFDA for one year spanning from April 2015 to March 2016 in the amount of USD 500,000.00. A couple of subsequent meetings were held at USAID/OFDA at which the proposal and its context (Abyei mainly) were further discussed. A copy of the concept note as submitted is attached to this Project proposal in Annex 1.

1. Background and Context/Situation analysis including Coordination

1.1 Sudan

It is useful to place the following Funding Project proposal against a short analysis of the current context in Sudan.

As provided for by the Comprehensive Peace Agreement (CPA), a referendum on whether South Sudan should remain a part of Sudan or become independent took place from January 9 to 15, 2011. A simultaneous referendum was supposed to be held in Abyei on whether Abyei would become part of Southern Sudan but it was postponed due to disagreements over, *inter alia*, the chairperson-ship of the Abyei Referendum Commission and who was eligible to vote. The independence of South Sudan on 9th July 2011, compounded existing challenges for the Republic of Sudan, including ongoing internal conflicts. Among the unresolved issues between Sudan and the independent South Sudan is the question of the division of oil revenues, the division of the national debt, border demarcation and citizenship for up to 500,000 South Sudanese still resident in the Republic of Sudan, as well as the final status of Abyei.

Since the onset of the global financial and economic crisis in 2007, real GDP growth rate in Sudan has been on the decline. The secession of South Sudan meant that the Republic of Sudan lost 75% of the oil resources on which its economy had long relied. In the pre-secession Sudan, oil accounted for 90 percent of exports and over 50% of domestic revenue. This decline in oil revenues caused a major adjustment to the Sudan's fiscal situation and prompted financial austerity measures. Sudan's losses of oil revenue have been compounded by other serious economic challenges that include unsustainable external debt, an annual budget deficit and bi-lateral economic sanctions. Further, the high military spending and disruptions to revenue collection in conflict-affected areas have further undermined economic growth and stability. Sudan stood at the lower end of the latest Human Development Index (HDI) published recently by the United Nations (March, 2013), ranking 171 out of 187 countries included world-wide.

Although it remains one of the least developed countries, Sudan is endowed with rich natural resources and has the potential to become a major agricultural producer. The overall economic growth has not been translated into equivalent human development improvements and poverty reduction. Past growth was not sufficiently broad-based. Investments and services are concentrated in and around Khartoum state, especially around the capital. The significant disparities between urban and rural areas and between regions contributed to growing

inequalities and an increasing urban informal sector accounting for more than 60% of GDP. This state of affairs has been encouraging a rural-urban migration that might weaken the agricultural productivity and deepen poverty in both urban and rural areas. The hard economic situation following the secession led to more pressure on natural resources such as Gum Arabic, and minerals (gold in particular). Competition for natural resources such as water and grazing represent a source of dispute in many areas in Sudan in addition to the tensions at borders with South Sudan. Sudan's recovery will therefore critically depend on continued fiscal discipline, especially a careful prioritisation of recurrent and development spending.

Challenges to overall development of the trade sector are multi-varied, requiring improvements in productivity, reduced high cost of production, and strengthening of institutional capacities of human, physical and environmental resources. Macroeconomic policies, production policies and market policies all remain to be reformed to enhance performance. Widespread poverty, regional disparity and the competition for scarce natural resources have all played a part in fuelling the country's main conflicts since independence and these factors continue to characterize the fabric of the social order in Sudan. While important progress has been made, key development challenges remain. Sudan's economic growth, although constantly positive over the last years, remains generally non-inclusive, still fostering poverty, food insecurity, high unemployment, and a low participation rate of women, lack of opportunities for youth, and limited access to basic services. The agricultural sector (crop production and livestock rearing) remains the core of the economy and the primary source of livelihoods for the vast majority of people in Sudan. The national Five Year Development Plan 2012-2016 thus places new and special emphasis on revitalizing the agricultural sector.

Root causes of conflict in Sudan are many, and the task of reconstruction and development in the country can be expected to be much more challenging and complicated compared to other post-conflict countries in Africa. Despite the signing of several peace agreements, Sudan continues to face conflict, requiring the prioritization of crisis prevention. Cross border issues between Sudan and South Sudan have remained including in the former Protocol Areas, South Kordofan, Blue Nile and Abyei. The signing of the Doha Document for Peace in Darfur (DDPD) in 2011 instilled some cautious optimism for Darfur further supported now by the launch of the Darfur Development Strategy and the major contribution of USD88.5 million received towards the implementation of Foundational Short-Term (development) Activities.

In light of the above, the two regions that remain of major concern and are of key priority in Sudan are Darfur, where there is UNAMID and Abyei where there is UNISFA. These two regions merit special attention and this Project specifically focuses on Abyei. Further to discussions with USAID/OFDA, CSO may well submit a second Funding Project proposal next year (2015), with a special focus on Darfur and recovery / development coordination activities in all five States.

1.2 Coordination: the UN Resident Coordinator System in Sudan

General Background

The UN Resident Coordinator (RC) system was established in line with the UN reform package unveiled by the Secretary - General at a special General Assembly session in September 1997, highlighting the need to establish a new leadership culture and management structure at the United Nations. The RC system encompasses all organizations of the United Nations system dealing with operational activities for recovery and development, regardless of their formal presence in the country. The RC system (RCS) aims to bring together the different UN agencies/funds/programmes to improve the efficiency and effectiveness of operational activities at the country level. Coordinating recovery and development operations promotes more strategic support for national plans and priorities, makes operations more efficient and reduces transaction costs for governments. This helps the UN to be a more relevant and reliable partner for governments.

Under the RCS structure, the RC is the leader of the UN Country Team (UNCT), comprised of all UN System organizations that are operationalizing assistance for the country. The UNCT is an interagency coordination

and decision making body at the country level. The main purpose of the Country Team is to plan and work together, through the Resident Coordinator System, to ensure the delivery of tangible results in support of the recovery and development agenda of the Government. To coordinate the work of the UN system at the country level, each RC/UNCT is equipped with a Resident Coordinator's Office, which, as mentioned above, in Sudan is named the "Coordination Support Office".

Coordination in Sudan

Following the Comprehensive Peace Agreement (CPA) which was signed in 2005 and with increasing demands and complexity of the Resident Coordinator's functions and expectations of greater effectiveness, a field presence of the Coordination Support Office (then named Resident Coordinator Support Office (RCSO)) was established in Sudan in 2006 to primarily coordinate recovery and development initiatives but also any humanitarian activities where there was no OCHA presence on the ground. A Head Office was established in Khartoum and field offices were created in Blue Nile State, South Kordofan State, Red Sea State and Kassala State (2006), followed by Khartoum (state), Abyei and Darfur (2007) to provide coordination, planning and policy support, as well as information and administration support functions. Whilst the Coordination Support Office in Sudan was established as a stand-alone entity, subsequent integration/merger with then UN Mission in Sudan (UNMIS) helped to ensure sustainability because many of the staff were DPKO funded and contracted and the RCSO was able to benefit from UNMIS' operational and logistic support.

Following the end of the CPA interim period on 9 July 2011, the UN Country Team in Sudan has been undergoing significant changes, adapting to the changed realities on the ground. While the recovery and development challenges in the country remain pressing, resources declined with the focus of most of Sudan's traditional development partners increasingly having shifted towards South Sudan and other emergencies in the region and more recently in West Africa, Mali, CAR and now Sierra Leone and Liberia in efforts to contain the Ebola outbreak.

Likewise, upon the departure of UNMIS from Sudan at the end of the CPA interim period in 2011, the Coordination Support Office had to drastically reduce its operations. On 1 March 2012, the new (and current) Resident Coordinator assumed his responsibilities and in consultation with the UNCT embarked on a restructuring exercise to address the divergent agendas and immediate coordination gaps in Sudan. The RC underlined the role of the CSO as particularly crucial to provide the necessary support through strategic leadership, information provision, coordination and support to other actors (UN agencies/funds/programmes, implementing partners, local and national authorities). The Resident Coordinator decided to have a strong CSO team at Khartoum level and to retain only a strategic field presence in prioritized areas where the majority of UN activities are implemented, specifically Darfur and in Abyei.

2. Abyei: Context and proposed coordination activities

Context

The clashes between SAF and SPLA in Abyei in May 2011 resulted in an estimated 105,000 displaced persons, mostly Ngok Dinka fleeing into South Sudan. On 20 June 2011, the Government of Sudan and the SPLM signed an interim agreement for the Administration and Security of the Abyei Area in Addis Ababa, providing for temporary administrative arrangements and for the deployment of the UN Interim Security Force for Abyei (UNISFA) composed of Ethiopian troops. The status of Abyei remains contested between Sudan and South Sudan while talks under the mediation of the AU are taking place in accordance with Security Council Resolution 2046.

The conflict over Abyei has the potential to bring Sudan and South Sudan back to conflict. Abyei is the crucible of three inter-twined disputes that were not successfully addressed during the interim period of the Comprehensive Peace Agreement (CPA) and are not effectively addressed by the parties today: (a) a dispute

over land ownership and land use by two communities; (b) a dispute over the access and sharing of oil revenue; and (c) a political conflict over the final status and sovereignty over the territory following the independence of South Sudan.

The political processes which were designed to resolve the Abyei conflict have come to a standstill. The implementation of the 20 June Agreement 2011, which provided for the withdrawal of all forces and the establishment of joint institutions in the Abyei Area (Abyei Area Administration; Abyei Legislative Council and Abyei Police Service) has not progressed since the assassination of the Ngok Dinka Paramount Chief on 4 May 2013, and the deadlock remains. Concurrently, no progress has been made either in the resolution of the final status of Abyei, following the presentation of the AUHIP proposal of September 2012. For over a year, the parties have been unable and/or unwilling to make any compromise to move either processes forward. Following the killing of the paramount Chief in May 2013, the Sudanese national staff remain out of Abyei for security reasons and AJOC meetings were suspended and remain suspended. As a result, the security situation in Abyei, though stable at the time of writing, remains largely unpredictable. By way of example, in the absence of the Abyei Police service, there are community police (neighbourhood watch Committees) in Agok and Abyei town which are now being referred to as Community Protection Committees (CPC). Despite the agreement reached at the last AJOC meeting in May 2013 that Abyei area should be weapons-free, there are high levels of small arms among both Misseriya and Ngok Dinka Communities, which carry a high security risk. Armed groups/militia also occasionally enter Abyei.

In October 2013, the Ngok Dinka community decided to organize its own unilateral community referendum, the outcome of which was an overwhelming support for a transfer of the territory to South Sudan. Military and police units were then deployed by the Sudan People's Liberation Army (SPLA) and South Sudan National Police Service (SSNPS) to the Abyei area, which resulted in Misseriya militias also coming into the Abyei box, and led to an escalation of incidents, the worst which occurred on 1 March in Makir Awed, causing over 100 casualties. Most members of both armed groups withdrew thereafter, but tensions persist and could lead to larger scale confrontations during the next dry season and nomad migration.

Notwithstanding the above, there are also reasons for cautious optimism. Sudan recently appointed a new co-Chair for the Abyei Joint Oversight Committee (AJOC). Although South Sudan continues to have an acting co-chair, it is hoped that the appointment of the new Sudan AJOC co-chair will provide an impetus to renew talks and move forward with the peace process. There is also a willingness on the part of the international community to be more engaged and assist, at best it can, the two communities to come together in a dialogue. It is against this important political backdrop that the work of CSO in Abyei will be taking place over the coming year.

UNISFA as well as UN AFPs/NGOs are operating in an administrative vacuum which presents challenges including absence of effective rule of law and order. The migration during the 2013/14 season was constrained as Ngok Dinka were conditioning Misseriya migration on acceptance of the results of the unilateral referendum as well as closure of the killing of the Ngok Dinka Paramount Chief. UNISFA had to employ the buffer (disengagement area) strategy to separate the two polarized communities. This constrained access of the Misseriya to pastures/water and access by Ngok Dinka to local materials such as thatching grass and poles. This strategy is however not sustainable, hence the strong hope and encouragement for community dialogue to resume and to be successful. Previous efforts to bring the two communities together for dialogue have been unsuccessful.

During the Strategic Review of UNISFA in April 2014, both Sudan and South Sudan informed the Review Team that they were satisfied with UNISFA and its Ethiopian troops, and just wanted the mission to be better "supported" (Sudan) and "expanded" (South Sudan). Each side blamed the other for the shortcomings of the political process and growing security challenges. Despite the engagement of both Sudan and South Sudan, Ethiopia, for its part, felt that it has been left alone to manage the Abyei situation, and that the agreement under which it had agreed to deploy and participate in the stabilization of Abyei was not being respected by the parties. This was becoming a threat to Ethiopia's standing and reputation in the region. Ethiopia also

considered that neither the AUPSC nor the UN Security Council were putting enough pressure on the parties to take their responsibilities over Abyei, even though a conflict over the territory could become a threat to regional and international peace and security. The Strategic Review Mission was informed that the Government of Ethiopia was ready to give more time for the parties, the UN and the AU, to address the political, law and order and inter-communal challenges currently growing in the Abyei area, but in the absence of progress on these three fronts, it would have to review its position and may consider withdrawing its troops from UNISFA.

Coordination Activities

CSO is mandated to support and coordinate the efforts of both the Resident Coordinator and the UN Country Team (UNCT) in terms of the gradual and sustainable transition from humanitarian to (early) recovery work and development across Sudan. The operations of many UN agencies, funds and programmes (AFPs) present in Sudan (21 in total) feature amongst the biggest globally. CSO's activities span inter-agency programmatic and operational support; outreach, advocacy and communications activities; political analysis and briefs for the benefit of the AFPs; and coordination work through its three offices in Khartoum (Head Office), Darfur and Abyei. CSO, under the leadership of the RC/HC, works towards fostering a coherent and harmonized approach to the work of the UN in Sudan in respect of all of the aforementioned activities. In so doing, CSO works very closely with the OCHA team, given the extent to which humanitarian and recovery/development issues are intertwined in the country. Such synergy promotes further efficiency, effectiveness and consistency of efforts for the benefit of the entire UN community and those beneficiaries it serves throughout Sudan.

Since the end of 2012, and in line with the agreement reached with USAID/OFDA as referenced above, CSO has been reporting on a monthly basis on its key activities as well as on its financial expenditures through quarterly reports. In addition to its day to day coordination activities which are vital for the operations of the UN system in Sudan, CSO's portfolio and outputs have included and will continue to include in the year ahead the following:

- Co-leading the UNAMID/UNCT Task Force for the production of the Integrated Strategic Framework and related Resources Results Framework for Darfur;
- Facilitating the completion of the programme criticality exercise for all AFPs in South and West Kordofan; This exercise will have, in the coming year, to be expanded to all areas in Sudan, including Abyei.
- Supporting the work of the UNDAF outcome groups and the work of the AFPs under the Darfur Development Strategy
- Producing informative weekly reports on Darfur and Abyei, with key programmatic, security and political highlights, for the benefit of the UN and diplomatic community;
- Maintaining, under difficult circumstances, an active office in Abyei with key links to UNISFA, NGOs and UN actors present on the ground;
- Maintaining a presence in Darfur for close collaboration and interface with OCHA, the AFPs, particularly UNDP and UNAMID at a working technical level. The CSO plans to increase this presence in 2015 as previously mentioned in this Project proposal.
- Providing efficient support to the RC including in his representational functions
- Bringing together the UN, donors and diplomatic communities through a regular Country Coordination Forum
- Acting as the interface between UNAMID and the UNCT, in the context of the UNAMID Mandate Review.
- The production, through the UN Information Centre, which falls under CSO, of a regular Newsletter highlighting the UN's key development activities in Sudan.

3. Project Rationale

The UN family in Sudan needs to work as "one UN" and deliver as one for maximum efficiency, effectiveness and impact. To ensure delivery as one, it is indispensable that there is a strong CSO in place, which becomes

that "engine" to coordinate the entire UN family to deliver as one around recovery and development issues. There is a need for continuous and close coordination between CSO and OCHA and there will also be very close collaboration between the UNCT and UNAMID and between the UNCT and UNISFA. A coordinated and integrated approach will ensure that the UNCT objectives which are aligned to the overall country goals are achieved. At the national level, the RC/HC is the lynchpin and brings together the UNCT, UNAMID and UNISFA around the common key strategic goals. The RC will need the help from a Coordination Support Unit to effectively play his role. A crucial dimensions of the strengthened coordination system is the emphasis on the transition from a humanitarian context or type of intervention to recovery and development.

The diminishing aid resources, a part of a global phenomenon, will continue to present difficulties for UN operations in Sudan. The UN, including its coordination support components – like CSO has been compelled to *deliver and do more, while having less*. Since 2012, the CSO under the leadership of the UN Resident Coordinator has been operating with much less staff and in fewer geographical locations compared to its predecessor, the RCSO. This inevitably posed challenges, but with a strategic approach and strategic focus, the CSO was able to effectively deliver positive results and in many ways, the UN system was to a large extent able to deliver as one. Increased coordination led to a more harmonious and consistent approach on the part of UN agencies, funds and programmes in the Sudan which resulted in better implementation of programmes as well as maximum impact on the beneficiaries. Through improved coordination, the UNCT avoided duplications and overlaps and various UN AFPs were able to implement their projects in a better way and there was increased impact on the beneficiaries. During a review of the CSO by the UNCT in 2013, there was acknowledgement and appreciation of the positive role being played by CSO. The momentum created and progress achieved through CSO support needs to be maintained and to be built on and hence there is a need for continued funding for the CSO to consolidate gains achieved and to ensure continuity of the regular CSO support for the UNCT.

Turning to Abyei in particular, the stabilization and recovery in the former Three (Protocol) Areas (Abyei, South Kordofan, Blue Nile), which is indirectly linked to the Sudan-South Sudan engagement and the resolution of the outstanding issues between the two neighbours, will continue to require firm political and resource support by the international community and the UN. Abyei in particular will require special attention by the UNCT. The UNCT will need to explore ways for continued engagement and enhancement of its activities in the Abyei area and in coordination with the South Sudan UNCT.

Following the UNISFA Strategic Review and the subsequent Follow up Mission, there is increased attention on Abyei and there is a push for even more enhanced collaboration between the two UNCTs and UNISFA. The key to that enhanced coordination and collaboration will be CSO which will closely coordinate with OCHA as well. The CSO will play a critical role in ensuring that Abyei remains on the map and to ensure that there is a coordinated principled engagement on the part of the UN to assist in improving the situation on the ground, until such time the final status of Abyei is resolved.

There is currently a momentum in terms of assisting Abyei with the way forward, through fostering dialogue, mediation and for the international community to act as a 'catalyst'. Whilst there has been frustration by the international community with regards to the lack of political will to implement the provisions of the 20 June Addis Agreement, the renewal of UNISFA's mandate for only four months has helped to "unlock" some limited cooperation from both Parties who seem ready for some limited "giving in" that will ensure continued stability in Abyei. Following recent political engagements by UNISFA, UN Secretariat, the AU and the Government of Ethiopia, the two governments as well as the two communities have agreed on the principle of resuming inter-community dialogue. The two governments also agreed on resuming AJOC meetings. The envisaged positive movements will hopefully facilitate improved access and properly coordinated support for the two communities across all sectors would be some form of "peace dividends" which can then further foster a stable environment for more enhanced dialogue and a resolution of the status of Abyei.

At least 90% of the humanitarian/recovery/development needs in Abyei area are being provided by the international community, and such needs are likely to remain. **It is against this background** that CSO proposes

to maintain a presence and all of its coordination activities. Additionally, with the establishment of the West Kordofan State, which includes Abyei (from the Government of Sudan side), should the logistical difficulties in accessing Abyei persevere, the work of the UN in Abyei may have to be supported from another location such as El Fulla or Muglad. It is also envisaged that the UNISFA Civilian staffing review will result in new positions that are able to support UNISFA to more effectively undertake some key elements of its mandate which are currently missing. There will be a continued need for a "restructured" UNISFA to closely coordinate with the AFPs/UNCT for maximum impact and hence the need to maintain a solid CSO presence at Abyei level and the need for the office to remain adequately funded so that appropriate oversight and support be also provided at Khartoum level.

In addition, CSO will need to continue playing an active role in supporting the UNCT in a number of areas including facilitating and supporting processes like Children in Armed Conflict, Sexual Violence in Conflict (MARA) etc. and promote and mainstream crosscutting issues such as gender, environment, HIV/AIDS, youth and human rights.

4. Strategy (including proposed outcomes and scope of work)

The UN Coordination Support Office (CSO) will need to maintain a posture that reflects that it is an office mandated to provide coordination support to the entire UN system (and not only to support the Resident Coordinator, who directs it, however). In line with its strategic approach and positioning, the CSO will have a strong Khartoum Office as well as presence in Abyei and Darfur which would also facilitate for coordination with UNISFA and UNAMID respectively.

Continued CSO presence in Abyei is to ensure adequate addressing of the complex coordination support needs of the area and the transitional agenda to recovery, including: (a) the need for efficient UNCT coordination and information sharing; (b) political complexities due to the status of Abyei as an internationally disputed territory and consequently the need to place particular attention on joint UNCT Sudan and UNCT South Sudan working arrangements; (c) need for engagement with a variety of local actors, factions and authorities; and (d) need for effective engagement with UNISFA. In working on the aforementioned activities, CSO will need to closely work with OCHA as one team. It is envisaged that joint reports be produced which will cover both the development/ security/ political analysis provided by CSO, along with the humanitarian context, which falls within the mandate of OCHA. To this end, the CSO Head in Abyei will work very closely with the OCHA Coordinator in Abyei. The Abyei office needs to be both led and supported by a strong Khartoum presence. All logistical and administrative arrangements are handled from Khartoum, hence the inclusion of Khartoum support in this Project Proposal. The CSO now has a Communications Officer and more communication and outreach on the work done in Abyei will be forthcoming over the next year.

Under this Project, and specifically in Abyei, CSO will perform the following tasks (this is a non-exhaustive list):

- ✓ Attend and actively support weekly Security Management Team (SMT) meetings chaired by the Abyei Designated Official (HoM/FC);
- ✓ Attend regular briefing meetings with UNISFA HoM/FC and other heads of UNISFA sections (three times a week) for mutual updates and sharing of information. This provides security/political updates for understanding of operational context;
- ✓ Convene and chair the Abyei UN Area team (UNAT) meetings – (equivalence of UNCT meeting) for all UN AFPs;
- ✓ Convene and co-chair (with OCHA) inter-agency meetings of all sectors;
- ✓ Attend and actively support regular (monthly) sector meetings including health/nutrition; food security and livelihoods, water and sanitation; education, NFI/shelter and Protection;
- ✓ Co-leads the Abyei planning processes with OCHA;

- ✓ Continue to be an active member of the UNISFA Quick Impact Projects (QIPs) Committee which meets regularly to approve projects and monitor their implementation;
- ✓ Actively support inter-agency assessments missions, including compiling the assessment reports;
- ✓ Undertake regular monitoring visits to the field, usually jointly with other partners;
- ✓ Convene and chair regular (monthly) Compound Management Committee meetings comprising all UN AFPs staying within the UN Common premises in Abyei;
- ✓ Play an active inter-face role between UNISFA and AFPs/NGOs particularly for services required by the latter;
- ✓ Regularly disseminates essential information to partners including the Media Monitoring Reports (MMRs);
- ✓ Maintain an up to date contact list of all partners working in Abyei area for the benefit of all stakeholders;
- ✓ Produce regular reports on Abyei which are shared with UNCT and with donors;
- ✓ Support delegations/visitors/Missions to Abyei including through briefings.

5. Budget summary

Because of visible work and its fund-raising effort, CSO is now funded at the highest possible level by the Development Operations Coordination Office (DOCO), with a total yearly amount of USD 600,697.00, which includes mainly salaries but also a cash allowance of \$120,000 to be spent on coordination activities and overheads, which are essentially Khartoum-based. In addition, the Government of Italy currently funds 1xP2 coordination /programme specialist for 2 years (equivalent to \$177,501.00 p.a.). It should be said from the outset that CSO follows a rather stern 'budget austerity' approach. Therefore, CSO heavily relies on UNDP, as the backbone agency for coordination, for all types of administrative support. By way of example, the RC and the CSO cars are UNDP cars, which are entirely taken care of in terms of maintenance by UNDP. Also, CSO relies on the UNDP finance unit to assist in all its financial reporting, thus avoiding the recruitment of a dedicated finance officer for CSO (as this not deemed necessary).

In light of the above, USAID/OFDA funding as being requested will mainly use to cover both the salaries, running costs and associated expenses of our Abyei office. Moreover, some USAID/OFDA funding will also used to cover the oversight and administrative support provided at the Khartoum end and some coordination activities involving Abyei. As mentioned on the front page, the funding gap and therefore, the total amount requested from USAID/OFDA is USD 500,000.00.

Overall Budget	USD 1,278,198
Available Funds	USD 778,198 (including in-kind contributions)
Funding Gap	USD 500,000

End

Annex 1; Copy of the Concept Note
Submitted to USAID/OFDA on 1 September 2014.

United Nations  الأمم المتحدة

OFFICE OF THE RESIDENT AND HUMANITARIAN COORDINATOR

SUDAN

السودان

DRAFT

CONCEPT NOTE/PROJECT DOCUMENT OUTLINE

PROPOSAL FOR FUNDING

Background

The Resident Coordinator's Office (named, in Sudan, the Coordination Support Office – CSO), is currently the recipient of a USAID/OFDA grant (no. AID-OFDA-IO-12-00055) under the project title "Strengthening recovery coordination efforts in Sudan" spanning the period August 2012 to March 2015, further to a cost modification and a no-cost extension having been granted by USAID/OFDA in respect of this project. The funds provided under this project by USAID/OFDA total USD 1,300,000.

As the above-mentioned project will be coming to its natural expiry in some 6 months' time, CSO wishes to put forward a new project proposal, which takes into account the new dynamics of the work environment in which CSO operates, bearing in mind any significant changes in the country's context since 2012.

This concept note aims at providing a description of CSO's work as well as an outline on the way funds, if awarded by USAID/OFDA, could be usefully spent. Should this concept note be approved, it will be developed into a more fully-fledged project proposal.

CSO's work and presence – existing and planned.

CSO is mandated to support and coordinate the efforts of both the Resident Coordinator and the UN Country Team (UNCT) in terms of the gradual and sustainable transition from humanitarian to (early) recovery work and development across Sudan. The operations of many UN agencies, funds and programmes (AFPs) present in Sudan (21 in total) feature amongst the biggest globally.

CSO's activities span inter-agency programmatic and operational support; outreach, advocacy and communications activities; political analysis and briefs for the benefit of the AFPs; and coordination work through its three offices in Khartoum (Head Office), Darfur and Abyei. CSO, under the leadership of the RC/HC, works towards fostering a coherent and harmonized approach to the work of the UN in Sudan in respect of all of the aforementioned activities. In so doing, CSO works very closely with the OCHA team, given the extent to which humanitarian and recovery/development issues are intertwined in the country. Such synergy promotes further efficiency, effectiveness and consistency of efforts for the benefit of the entire UN community and those beneficiaries it serves throughout Sudan.

Despite the above, the UN work in Sudan remains invisible to the Government. The reasons for this are partly historical, and linked to the adverse 'legacy' of Operation Lifeline Sudan, and partly bureaucratic as the UN publications are mostly in English and do not reach a large audience.

Bearing the above in mind, going forward, it is the intention of the RC/HC to establish a more solidified link between OCHA and CSO with practical steps aimed at enhancing the existing synergies. Moreover, to improve the image and visibility of the UN in 2015, CSO will focus on developing a UN-

wide communications strategy / policy and will invest in recruiting an international communications officer for that purpose, to work closely with the UN Information Centre (UNIC).

Overview of some key CSO deliverables and accomplishments

Since the end of 2012, and in line with the agreement reached with USAID/OFDA, CSO has been reporting on a monthly basis on its key activities (and the ways it therefore spends its funding). Over the above the coordination work in which the office engages in on a daily basis, which is vital to the operations of the UN system in Sudan, CSO's portfolio and outputs include the following:

- Co-leading the UNAMID/UNCT Task Force for the production of the Integrated Strategic Framework and related Resources Results Framework;
- Facilitating the completion of the programme criticality exercise for all AFPs in South and West Kordofan;
- Supporting the work of the UNDAF outcome groups and the work of the agencies under the Darfur Development Strategy
- Producing informative weekly reports on Darfur and Abyei, with key programmatic, security and political highlights, for the benefit of the UN and diplomatic community;
- Maintaining, under difficult circumstances, an active office in Abyei with key links to UNISFA, NGOs and UN actors present on the ground;
- Maintaining a presence in Darfur for close collaboration and interface with OCHA, the AFPs, particularly UNDP and UNAMID at a working technical level
- Providing efficient support to the RC including in his representational functions
- Bringing together the UN, donor and diplomatic communities through regular coordination forum
- Acting as the interface between UNAMID and the UNCT, in the context of the UNAMID Mandate Review.
- The production, through the UN Information Centre, which falls under CSO, of a regular Newsletter highlighting the UN's key development activities in Sudan.

Funding

Thanks to its visible work and its fund-raising effort, CSO is now funded at the highest possible level by the Development Operations Coordination Office (DOCO), with a total yearly amount of half a million dollars, covering 1xP5 (Head of CSO) and the equivalent of 1xP3 coordination officer, leaving some limited 'cash flow' to fund some activities and cover some running expenses and overheads associated with coordination. In addition, the Government of Italy currently funds 1xP2 coordination /programme specialist for 2 years (equivalent to approximately \$200,000 p.a.). The Darfur office, which is staffed with a National Officer level A, is also covered by DOCO funding. It should be said from the outset that CSO follows a rather stern 'budget austerity' approach. Therefore, CSO heavily relies on UNDP, as the backbone agency for coordination, for all types of administrative support. By way of example, the RC and the CSO cars are UNDP cars, which are entirely taken care of in terms of maintenance by UNDP. Also, CSO relies on the UNDP finance unit to assist in all its financial reporting, thus avoiding the recruitment of a dedicated finance officer for CSO (as this not deemed necessary).

In light of the above, USAID/OFDA funding is mainly used to cover both the salaries, running costs and associated expenses of our Abyei office, which is by far our most onerous location. Moreover, some USAID/OFDA funding is also used to cover the oversight and administrative support provided at the Khartoum end and some coordination activities involving Abyei. Whilst \$800,000 were allocated to CSO through the 2012 funding request, given how reasonably funded the office has become through DOCO and other sources, it is likely that this new request will be for a lesser amount (approximately \$500,000 for the year).

Proposed activities against current context, especially in Abyei

On the one hand, the context in Abyei has changed little over the past 2 years. Abyei remains a disputed territory. The joint institutions as envisaged in the 20 June 2011 Agreement (Abyei Area Administration; Abyei Legislative Council and Abyei Police Service) are not yet in place and as we know, AJOC meetings were suspended following the killing of the Ngok Dinka Paramount Chief in May 2013.

This said, the killing of the Paramount Chief remains largely unresolved and continues to be a source of tension between the two communities. The Ngok Dinka unilateral Referendum in October 2013 further worsened the already polarized environment and the Ngok Dinka continue to insist that the unilateral Referendum should be recognized. Previous efforts to bring the two communities together for dialogue have been unsuccessful. As a result, migration by the Misseriya nomads has been constrained and UNISFA was forced to implement a buffer strategy in an attempt to stop open confrontation between the two communities. There is also a high level of small arms among both communities which is a high security risk.

The recent review of the UNISFA mandate and the ongoing humanitarian crisis in South Sudan, which has repercussions on Abyei and beyond means that Abyei still needs the international community's support and attention. In fact, there seems to be a momentum in terms of assisting Abyei with the way forward, through fostering dialogue, mediation and for the international community to act as a 'catalyst'. Whilst there has been frustration by the international community on the lack of political will to implement the provisions of the 20 June Addis Agreement, the renewal of UNISFA's mandate for only four months has helped to "unlock" some limited cooperation from both Parties who seem ready for some limited "giving in" that will ensure continued stability in Abyei. Following recent political engagements by UNISFA, UN Secretariat, AU and the Government of Ethiopia, the two governments as well as the two communities have agreed on the principle of resuming inter-community dialogue. The two governments also agreed on resuming AJOC meetings.

The envisaged positive movements will hopefully facilitate improved access and properly coordinated support for the two communities across all sectors would be some form of "peace dividends" which can then further foster a stable environment for more enhanced dialogue and a resolution of the status of Abyei. At least 90% of the humanitarian/recovery/development needs in Abyei area are being provided by the international community, and such needs are likely to remain. It is against this background that CSO proposes to maintain a presence and all of its coordination activities. Additionally, with the establishment of the West Kordofan State, which includes Abyei (from the Government of Sudan side), should the logistical difficulties in accessing Abyei persevere, the work of the UN in Abyei may have to be supported from another location such as El Fulla or Muglad.

Finally, it is also envisaged that the UNISFA Civilian staffing review will result in new positions that are able to support UNISFA to more effectively undertake some key elements of its mandate

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 effective date of this Agreement is the date of the cover letter.

(b) The period of performance of this Agreement is April 1, 2015 to March 31, 2016. Subject to the terms and conditions of this Agreement, allowable costs incurred by the Recipient shall be reimbursable during the period of performance.

(c) The place of performance is Sudan.

(d) The requirement for the Agreement Officer's prior approval of extensions to the estimated completion date (i.e., through formal modification of this Agreement) is hereby waived, subject to all of the following conditions:

(1) Written notice, with the supporting reasons and the revised completion date, is provided by the Recipient to the Agreement Officer's Representative (AOR) identified in Section 1.6 below at least 10 working days prior to the estimated completion date specified above.

(2) The Recipient may not exercise this option for the sole purpose of using unobligated balances. For the purpose of this provision, "unobligated balance" means the portion of the funds authorized by USAID (see Section 1.3[b] below) that has not been obligated by the Recipient and is determined by deducting the cumulative obligations of the Recipient from the cumulative funds authorized by USAID. "Obligations" of the Recipient means the amounts of orders placed, [sub]contracts and subagreements awarded, services received and similar transactions during a given period that require payment by the Recipient during the same or a future period.

(3) The extension does not require additional federal funds. Note: This means that there are sufficient funds that have been obligated by USAID but not expended or obligated by the Recipient to cover all allowable costs incurred by the Recipient during the extension period. A subsequent request or proposal by the Recipient for additional USAID funds to cover all or part of the extension period means that the extension did, in fact require additional federal funds. This, in turn, means that the condition in this paragraph (d)(3) is not satisfied, thereby nullifying the Agreement Officer's waiver in paragraph (d) above and requiring a formal modification of this Agreement to extend the estimated completion date.

(4) The extension does not involve any changes in the approved objectives or the scope of the project (i.e., the extension is for the purpose of completing the work described in Attachment 2 [Program Description] of this Agreement, and not for the purpose of undertaking additional activities).

(5) The estimated completion date may be extended one time for up to twelve months, subject to the following:

(A) For extensions of the estimated completion date of this Agreement for three months or less, the Recipient must receive written acknowledgment of such extension from the AOR.

(B) For extensions of the estimated completion date of this Agreement for more than three months but less than twelve months, the Recipient must receive written approval for such extension from the AOR, who may also approve extensions for shorter periods than requested.

(e) All other extensions must be approved by the Agreement Officer. If extended by a formal Modification to this Agreement, paragraph (d) will apply to such formally-extended estimated completion date.

(f) In order to preclude payment problems, the Recipient is encouraged (but is not required) to attach a copy of the AOR's acknowledgment or approval under paragraph (5) above to all financial reports (see Section 1.5[a] below) which include costs incurred after the estimated completion date set forth in paragraph (b) above (as may be formally amended from time-to-time) but within the period of such unfunded extension. If the Recipient chooses not to attach a copy of the AOR's acknowledgement or approval, USAID assumes no liability or responsibility for delays in payment. All payment problems related to the unfunded extension period shall be directed by the Recipient to the payment office set forth in Section 1.6 below for resolution.

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(b) above, is \$500,000.

(b) The amount of \$500,000 is obligated for the purposes of this Agreement. 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 "Award 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."

(c) 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

<http://www.whitehouse.gov/omb/grants/forms/>). 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 "Award Budget Limitations and Revisions."

THE BUDGET

<u>SECTOR</u>	<u>AMOUNT</u>
Humanitarian Coordination & Info Management	\$500,000
TOTAL	\$500,000

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 <http://www.whitehouse.gov/omb/grants/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. The final report is due not later than 90 days after the estimated completion date of this Agreement (see Section 1.2 above). The Recipient shall submit this form in the following manner:

(i) Submission to AOR

Two copies of all financial reports must be submitted to the AOR (one copy marked for DCHA/OFDA/PS, Natalie Shaw [nshaw@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 the HHS (<http://www.dpm.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(c) 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 two copies of all financial reports to the AOR (one copy marked for DCHA/OFDA/PS, Natalie Shaw [nshaw@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 "Audit and Records (UN)" and "Publications and Media Releases." All reports shall be in English.

(2) Reserved.

(3) Performance Monitoring Reports

(A) Program Updates

On a regular basis, the Recipient shall provide to the AOR (and to the OFDA 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.

(B) Notifications

The Recipient shall submit two (2) copies to the AOR and one (1) copy to the Agreement Officer of notifications (in writing), as follows:

(i) Developments which have a significant impact on the activities supported by this Agreement; and

(ii) 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.

(C) Annual and/or Final Report

In accordance with the Standard Provision set forth in Attachment 3 of this Agreement entitled "Audit and Records (UN)," the Recipient shall submit an

original and one copy of an annual (if this Agreement is for more than one year) and a final report to the AOR (and to the OFDA overseas field representative, if there is one). The due-date for annual reports is not later than 90 days after the completion of each year of this Agreement, unless the reporting period ends within 90 days from the estimated completion date of this Agreement and this Agreement is not being extended, in which case, the Recipient shall submit a final report. The final report is due not later than 90 days after the estimated completion date of this Agreement. Electronic submission is preferred over hard-copy. This report shall comply with the Recipient's standard reporting procedures and formats prepared for all donors.

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:

DCHA/OFDA
U.S. Agency for International Development
1300 Pennsylvania Avenue, N.W.
Room 8.06
Washington, DC 20523-2052

(b) Agreement Officer

The USAID Agreement Officer is:

Ms. Renee Reed
M/OAA/DCHA, SA-44
U.S. Agency for International Development
301 4th Street, S.W.
Washington, DC 20547-0001

(c) Payment Office

M/CFO/CMP, SA-44
U.S. Agency for International Development
301 4th Street, S.W.
Washington, DC 20547-0001

Vendor invoices
E-Mail: EI@usaid.gov

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

Reporting Host Government Taxes
E-Mail: obldocCMP@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 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) Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. 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 humanitarian aid agency or not, s/he 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.

- (3) Pesticides.
- (4) Used equipment.
- (5) Contraceptives and condoms.
- (6) Fertilizer.

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.

1. Allowable Costs (APR 2011)
2. Amendment (APR 2011)
3. Nonliability (APR 2011)
4. Notices (APR 2011)
5. Payment (Letter of Credit) (APR 2011)
6. Audit and Records (UN) (SEPT 2011)
7. Refunds (APR 2011)
8. Award Budget Limitations and Revisions (APR 2011)
9. Termination Procedures (APR 2011)
10. Financial Management, Procurement, and Evaluation (APR 2011)
11. Dispute Resolution (APR 2011)
12. Title To and Disposition of Property (SEPT 2011)
13. USAID Disability Policy and UN Convention on the Rights of Persons with Disabilities Assistance (APR 2011)
14. Terrorist Financing Clause (UN) (APR 2011)
15. Publications and Media Releases (APR 2011)
16. Reporting of Foreign Taxes (UN) (APR 2011)

1.10 ADMINISTRATIVE COST RECOVERY

In lieu of indirect costs, USAID's contribution under this Agreement includes administrative costs which shall not exceed \$37,037. 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 recovery and development coordination efforts in Sudan", and dated December 15, 2014, 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 "Award 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).

which are currently missing. There will be a continued need for a “restructured” UNISFA to closely coordinate with the AFPs/UNCT for maximum impact and hence the need to maintain a solid CSO presence at Abyei level and the need for the office to remain adequately funded so that appropriate oversight and support be also provided at Khartoum level.

END

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," "Cooperative 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 (APR 2011)

a. The recipient must use funds provided under the award for costs incurred in carrying out the purposes of the award which 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 award.

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

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

2. AMENDMENT (APR 2011)

The parties may amend the award by mutual agreement, by formal modifications to the basic award document, or by means of an exchange of letters between the Agreement Officer and the recipient.

3. NONLIABILITY (APR 2011)

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

4. NOTICES (APR 2011)

Any notice given by USAID or the recipient will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Notices to USAID should be sent to the Agreement Officer at the address specified in the award and to any designee specified in the award. Notices to the recipient should be sent to the recipient's address shown in the award or to such other address designated in the award.

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

5. PAYMENT (LETTER OF CREDIT) (APR 2011)

a. Payment under the award is completed 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 award over any other payment clause of the award.

c. The recipient should 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 timing and the amount of the drawdown 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. 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 ([http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/\\$file/SF%201034.pdf](http://contacts.gsa.gov/webforms.nsf/0/57675C8BB6CE880B85256A3F004125BD/$file/SF%201034.pdf)), and SF-1035, Continuation of SF-1034 ([http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/\\$file/SF%201035.pdf](http://contacts.gsa.gov/webforms.nsf/0/213A354B84AE05B085256A81004632C8/$file/SF%201035.pdf)), normally once a month, but in any event no less than quarterly. Each voucher must be identified by the award number and must state the total costs for which reimbursement is being requested.

6. AUDIT AND RECORDS (UN) (SEPT 2011)

a. The recipient agrees to furnish the U.S. Government (USG) with a final report on activities carried out under the award, including accounting for award funds in sufficient detail to enable USAID to liquidate the award. The report must be submitted to the address specified in the award.

b. It is understood that financial records, including documentation to support entries on accounting records and to substantiate charges against the award, will be maintained in accordance with the recipient's usual accounting procedures, which must follow generally accepted accounting practices. The recipient must maintain such financial records for at least three years after the recipient's final disbursement of funds under the award.

c. UNDP confirms that its financial records, including those relating to the award, will be subject to audit applying established procedures under appropriate provisions of the financial regulations and rules of UNDP. UNDP agrees to make available these audit reports to the USG in accordance with the UNDP Information Disclosure Policy and relevant decisions of the UNDP Executive Board. UNDP also agrees to provide additional clarifications as may be reasonably requested by the USG with respect to questions arising from audit reports relating to the award. 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 UNDP and the UNDP Office of Internal Audit will determine, after consultation with USAID, as appropriate, the need for a special independent audit and the scope and plan for any such audit. The costs of such an audit shall be borne by the USG.

7. REFUNDS (APR 2011)

If the recipient earns interest on Federal advances before expending the funds for program purposes, the recipient must remit the interest annually to USAID. Interest amounts up to \$250 per year may be retained by the recipient for administrative expenses.

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

If, at any time during the life of the award, or as a result of an audit, the Agreement Officer determines that USAID funds provided under the award have been expended for purposes not in accordance with the terms of the award, then the recipient must refund the amount to USAID.

8. AWARD BUDGET LIMITATIONS AND REVISIONS (APR 2011)

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

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

To change the scope or the objectives of the program or to add any new activity.

To revise the funding allocated among program objectives by more than ten percent (10%) of the total budget amount unless the award states otherwise.

Additional funding is needed.

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 award, whichever is greater.

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

9. TERMINATION PROCEDURES (APR 2011)

The award may be terminated by either party, in whole or in part, at any time with 30 days written notice of termination. After receiving a termination notice from the Agreement Officer, the recipient must take immediate action to cease all expenditures financed by the award and to cancel all unliquidated obligations if possible. The recipient may not enter into any additional obligations under the award after receiving the notice of termination, other than those reasonably necessary to effect the close out of the award. 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 otherwise obligated by a legally binding transaction applicable to the award. 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 within 120 days after the effective date of termination. The Agreement Officer will determine the amount(s) to be paid by USAID to the recipient under the claim in accordance with the "Allowable Costs" provision of the award.

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

To the extent not inconsistent with other provisions of the award, USAID and the recipient understand that funds made available to the recipient must be administered in accordance with the recipient's own financial rules and regulations, and that the recipient will follow its own procurement and evaluation policies and procedures.

11. DISPUTE RESOLUTION (APR 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 award.

12. TITLE TO AND DISPOSITION OF PROPERTY (SEPT 2011)

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 excess property financed under the award will be made in consultation with USAID and, where applicable, the host government of the country in which the activities financed under the award take place or other recipient organizations.

13. USAID DISABILITY POLICY AND UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES ASSISTANCE (APR 2011)

The principles of the present UN Convention on the Rights of Persons with Disabilities include promoting: (1) respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons; (2) nondiscrimination; (3) full and effective participation and inclusion in society; (4) respect for difference and acceptance of persons with disabilities as part of human diversity and humanity; (5) equality of opportunity; (6) accessibility; (7) equality between men and women; and (8) respect for the evolving capacities of children with disabilities. The full text of the Convention can be found at the following Web site:
<http://www.un.org/disabilities/documents/convention/convoptprot-e.pdf>.

USAID requires that the recipient not discriminate against persons with disabilities in the implementation of USAID-funded programs and make every effort to respect the principles of the Convention on the Rights of Persons with Disabilities in performing the program under the award. One of the objectives of the 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.

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

Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999) ([http://www.undemocracy.com/S-RES-1269\(1999\).pdf](http://www.undemocracy.com/S-RES-1269(1999).pdf)), S/RES/1368 (2001) ([http://www.undemocracy.com/S-RES-1368\(2001\).pdf](http://www.undemocracy.com/S-RES-1368(2001).pdf)), and S/RES/1373 (2001) ([http://www.undemocracy.com/S-RES-1373\(2001\).pdf](http://www.undemocracy.com/S-RES-1373(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 award are used to provide support to individuals or entities associated with terrorism.

15. PUBLICATIONS AND MEDIA RELEASES (APR 2011)

a. If the recipient intends to identify USAID's contribution to any publication, video, or other information/media product resulting from the award, 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 award and with lists of other written works produced under the award.

Except as otherwise provided in the terms and conditions of the award, the author or the recipient is free to copyright any books, publications, or other copyrightable materials developed in the course of or under the award, 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.

16. REPORTING OF FOREIGN TAXES (UN) (APR 2011)

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

