



**PROJECT PARTNERSHIP AGREEMENT  
FOR COMMON/POOLED HUMANITARIAN FUNDS**

between

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

and

**CARE International Switzerland in Sudan**

**United Nations and Partners 2018 Work Plan for Sudan Humanitarian Fund (SHF)**

**Project Reference Code: SUD-18/HSD20/RE/RCF/INGO/10830**

**Authorised Total Project Budget: USD 597,500**

**Project Title: 'Emergency WASH Response for South Sudanese Refugees in Naivasha, Umbadda locality (Khartoum Open Area)'**

**Sector: REFUGEE CONSULTATION FORUM**

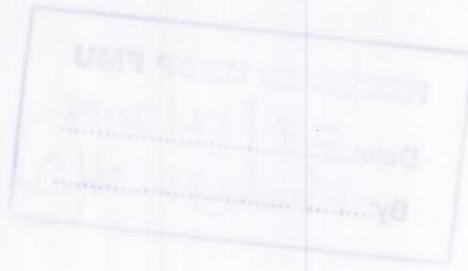
Whereas the **United Nations Development Programme ("UNDP")** and **CARE International Switzerland in Sudan ("CIS ")** have, on the basis of their respective mandates, a common aim in the furtherance of needs based humanitarian action leading to early recovery, human security and sustainable human development;

Whereas UNDP has been entrusted by its donors with certain resources through the Sudan Humanitarian Fund that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the NGO, its status being in accordance with national regulations, is committed to the principles of needs based humanitarian action with a view to promoting early recovery and the furtherance of human security in conflict settings, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management; is apolitical and not profit-making;

Whereas the NGO and UNDP agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability , or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the NGO and UNDP have entered into the present Project Partnership Agreement.



## Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "The NGO" shall mean **CARE International Switzerland in Sudan**, a non-governmental organization that was established in and incorporated under the laws of **Switzerland**, [address: **9 Chemin de Balexert, 1219 Geneva, Switzerland** ], with the purpose of humanitarian assistance, having its offices in Sudan [address: **«Su Nile Tower, 5th Floor, Building 20, Block 10, Mamoun Behairy Street, Khartoum, SUDAN**].
- (d) "The Agreement" or "the present Agreement" shall mean the present Humanitarian Project Partnership Agreement, the Project Document (Annex 1), which incorporates the Project Objectives and Activities, Project Work Plan, Project Inputs being provided by UNDP resources if relevant ; the Principles of Procurement (Annex 2) the form for the Project Budget (Annex 3); the form for the Project Financial Forecast/Report (Annex 4); the form for Request of Payment (Annex 5); the Form for the Vendor Profile (Annex 6); the Form of the Audit Report (Annex 7); the form of Management Letter ( Annex 8); and the form for the Agreement for Transfer of Title (Annex 9) and all other documents agreed upon between the Parties to be integral parts of the present Agreement;
- (e) "Project" shall mean the activities as described in the Project Document;
- (f) "Government" shall mean the Government of Sudan
- (g) "UNDP resident representative" shall mean the UNDP official in charge of the UNDP office in the country, or the person acting on his/her behalf;
- (h) "Project Director" shall mean the person appointed by the NGO, in consultation with UNDP, who acts as the overall coordinator of the Project and assumes the primary responsibility for all aspects of it;
- (i) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered;
- (j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;
- (k) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UNDP or from revenues generated from Project outputs;
- (l) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;
- (m) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Project Document, deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually where applicable.

6. The Project Director will be responsible for day-to-day contacts with the relevant national authorities and UNDP on operational matters during the implementation of the Project. The UNDP Representative in Sudan.
5. The NGO may use the name and emblem of the United Nations or UNDP only in direct connection with the Project, and subject to prior written consent of the UNDP Resident Representative in Sudan.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the Objectives of the Project. The parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Director shall be appointed by the NGO, in consultation with UNDP.
1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Project Partnership Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Results Management Guide, which forms an integral part of the present Agreement.

#### **Article IV. General Responsibilities of the Parties**

3. Disbursement of funds through the Project duration is contingent upon receipt of donors' contributions.
2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article XVIII, below.
1. The term of the present Agreement shall commence on **December 15, 2018** and terminate on **August 15, 2019**. The Project shall commence and be completed in accordance with the time-frame or schedule set out in the Project Document (Annex 1).

#### **Article III. Duration of Project Agreement**

2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.
1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document (Annex 1 of the present Agreement).

#### **Article II. Objective and Scope of the Present Agreement**

(d) Subject to the requirements outlined in the document "UNDP public information disclosure policy", information that is considered confidential shall not be used without the authorization of UNDP. In any event, such information shall not be used for individual profit. The Project Director may communicate with the media regarding the methods and scientific procedures

(c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;

(b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government or other authority external to UNDP;

(a) The personnel shall be under the direct charge of the NGO, which functions under the general guidance of UNDP;

The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations:

#### Article VI. Terms and Obligations of Personnel

4. The NGO shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, disability, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

3. UNDP does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NGO personnel as a result of their work pertaining to the project. It is understood that adequate medical and life insurance for NGO personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the NGO.

2. The NGO personnel shall not be considered in any respect as being the employees or agents of UNDP. The NGO shall ensure that all relevant national labour laws are observed.

1. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

#### Article V. Personnel Requirements

8. The Parties shall cooperate in any public relations or publicity exercises, when the UNDP Resident Representative deems these appropriate or useful.

7. The UNDP Resident Representative will facilitate access to information, advisory services, technical and professional support available to UNDP and will assist the NGO to access the advisory services of other United Nations organizations, whenever necessary.

Resident Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under the Humanitarian Project Partnership Agreement unless otherwise agreed with the Parties and the Government.

1 UNDP may under certain circumstances and conditions on the termination of the project conclude a subsequent agreement on the transfer of UNDP assets to the NGO (Annex 8).

1. In accordance with the Project Budget (Annex 3), UNDP has allocated and will make available to the NGO funds up to the maximum amount of USD 597,500 (Five hundred ninety-seven thousand, five hundred US Dollars Only). The first instalment of USD 149,375 (One hundred forty-nine thousand, three hundred seventy-five US Dollars Only) will be advanced to the NGO following the submission of a payment request in the form of Annex 5 referred to this signed

**Article VIII. Financial and Operational Arrangements**

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UNDP funds and shall take periodic physical inventories. The NGO shall provide UNDP annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNDP may request.

6. UNDP shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.

5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.

4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.

3. The NGO will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by the Sudan Humanitarian Fund.

2. Equipment, non-expendable materials, or other property furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

1. UNDP shall contribute to the Project the resources indicated in the Budget section of the Project Document.

**Article VII. Supplies, Vehicles and Procurement**

used by the NGO; however, UNDP clearance is required for the use of the name UNDP in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

<sup>2</sup> If the project is for a duration of less than six months and the capacity of the NGO is adequate, the first installment may equal the total amount of the Agreement.

2. Upon completion of the Project or Termination of the Agreement, the NGO shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.

1. The NGO shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNDP to ensure that all expenditures are in conformity with the provisions of the Project Work Plan and Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction. Any Income, as defined in Article I, paragraph 1 (k), above, arising from the management of the Project shall be promptly disclosed to UNDP. The Income shall be reflected in a revised Project Budget and Work Plan and recorded as accrued income to UNDP unless otherwise agreed between the Parties.

**Article IX. Maintenance of Records**

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

5. The NGO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

4. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UNDP has explicitly agreed in writing to do so prior to the expenditure by the NGO.

3. The NGO further agrees to return within two weeks any unused supplies made available by UNDP at the termination or end of the present Agreement or the completion of the Project. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Project.

2. The NGO agrees to utilize the funds and any supplies and equipment provided by UNDP in strict accordance with the Project Document. The NGO shall be authorized to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UNDP is not exceeded. The NGO shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 per cent on any one-line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval by UNDP.

The second and subsequent installments will be advanced to the NGO quarterly, when a financial report in the form of Annex 4, a payment request in the form of Annex 5 and other agreed-upon documentation, as referenced in Article X, below, for the activities completed have been submitted to and accepted by UNDP as showing satisfactory management and use of UNDP resources.

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1. The Project will be audited at least once during its lifetime but may be audited annually, as reflected in the annual audit plan prepared by the UNDP Country Office and cleared by the UNDP Office of Audit and Investigations. The audit shall be carried out by a qualified independent audit firm acceptable to UNDP, which will produce an audit report and a management letter in accordance with UNDP policies and procedures contained in the "Specimen Terms of Reference for Audits of NGO and NIM projects" issued by the UNDP Office of Audit and Investigations (see Annexes 7 and 8). The audit report shall be submitted to the UNDP Country Office not later than four (4) months after the end of the year (where annual audits are required), or after the operational completion of the project (where annual audits are not required).
2. Notwithstanding the above, UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the NGO, as necessary.

#### Article XI. Audit Requirements

3. Within one month of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UNDP funds, as well as an inventory of supplies and equipment.
  - (f) The NGO shall submit to the UNDP Resident Representative in English, a certified annual financial statement on the status of funds advanced by UNDP
  - (e) Any refund received by an NGO from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.
  - (d) The financial report contains information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the Project. Unless the Financial Report is received, the UNDP Resident Representative will not act upon requests for advances of funds from UNDP;
  - (c) The financial report has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UNDP, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by the NGO and not commitments. However, the NGO shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;
  - (b) The purpose of the financial report is to request a quarterly advance of funds, to list the disbursements incurred on the Project by budgetary component on a quarterly basis, and to reconcile outstanding advances and foreign exchange loss or gain during the quarter.
  - (a) The NGO prepares a financial report and submits it to the UNDP Resident Representative no later than 30 days after the end of each quarter, in English.
2. Financial reporting will be quarterly:
  1. The NGO shall provide UNDP with reports on the progress, activities, achievements and results of the Project, as agreed between the Parties every six months.

#### Article X. Reporting Requirements

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of the project activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.
2. UNDP shall consult with the NGO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The NGO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.
3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the NGO, without prejudice to

**Article XIV. Suspension and Early Termination**

1. The responsibility for the safety and security of the NGO and its personnel and property, and of UNDP's property in the NGO's custody, rests with the NGO
2. The NGO shall:
  - a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
  - b) assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.
3. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the NGO shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 1 above.

**Article XIII. Security**

1. The NGO shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Project.
2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

**Article XII. Responsibility for Claims**

2. In the event that the present Agreement is terminated owing to causes constituting Force Majeure, the provisions of Article XIV, paragraphs 8 and 9, above, shall apply.

1. In the event of and as soon as possible after the occurrence of any cause constituting Force Majeure, as defined in Article 1, paragraph 1, above, the Party affected by the Force Majeure shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNDP, in accordance with Article XIV, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

#### Article XV. Force majeure

9. In the event of transfer of the responsibilities of the NGO for the management of a Project to another institution, the NGO shall cooperate with UNDP and the other institution in the orderly transfer of such responsibilities.

8. In the event of any termination by either Party under the present Article, UNDP shall reimburse the NGO only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by UNDP in respect of the Project, shall not exceed the total UNDP allocation for the Project.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The NGO shall undertake no forward commitments and shall return to UNDP, within 30 days, all unspent funds, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.

6. The NGO may terminate the present Agreement only under point 5, above, or the present Article, after consultations have been held between the NGO and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

5. Subject to paragraph 4 (b), above, of the present Article, the NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

4. If the cause of suspension is not rectified or eliminated within 14 days after UNDP has given notice of suspension to the NGO, UNDP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the NGO, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.

the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNDP may indicate to the NGO the conditions under which it is prepared to authorize management of the Project to resume.

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DECLARATION OF INTEREST

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- Annex 1. Project Document for SHF ref. SUD-18/HSD20/RE/RCF/INGO/10830
- Annex 2. Principles of Procurement
- Annex 3. Project Budget for SHF ref. SUD-18/HSD20/RE/RCF/INGO/10830
- Annex 4. Form of Project Financial Report and Forecast for SHF ref. SUD-18/HSD20/RE/RCF/INGO/10830
- Annex 5. Form of Payment Request for SHF ref. SUD-18/HSD20/RE/RCF/INGO/10830
- Annex 6. Form of Vendor Profile [Banking Details]
- Annex 7. Form of Final Audit Report
- Annex 8. Form of Management Letter
- Annex 9. Agreement for Transfer of Title

LIST OF ANNEXES:

Date: 06/12/2018  
 Date: 12/12/18

Place: Khartoum Sudan  
 Place: KHARTOUM, SUDAN

Title: Program Director  
 Title: RESIDENT REPRESENTATIVE, a.i.

Name: Ezzat Hussif  
 Name: SELVA RAMACHANDRAN

Signature: [Signature]  
 Signature: [Signature]  
 For CARE International Switzerland in Sudan: \_\_\_\_\_  
 For UNDP: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

The present Agreement or its Annexes may be modified or amended only by written agreement between the Parties.

Article XVIII. Amendments

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

Article XVII. Privileges and Immunities

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article XVI. Arbitration

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21/11/18

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POSTAL CODE

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POSTAL CODE

Project Document

Project Code	SUD-18/HSD20/RE/RCF/INGO/10830
Implementing Partner:	CARE International Switzerland in Sudan
Project Budget:	USD 597,500
Project Title:	"CIS " REFUGEE CONSULTATION FORUM

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<p>Project Name</p>	<p>Project ID</p>
<p>Project Location</p>	<p>Project Start Date</p>
<p>Project Description</p>	<p>Project End Date</p>
<p>Project Status</p>	<p>Project Manager</p>

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Overall project objective							
LOGICAL FRAMEWORK							
To alleviate unnecessary human suffering and improve availability and access to WASH facilities for 22 500 South Sudanese Refugees living in Nahrastha open area in Khartoum state.							
REFUGEE CONSULTATION FORUM							
Cluster objectives	Strategic Response Plan (SRP) objectives						
Address the lifesaving assistance and protection needs of South Sudanese refugees.	Outcome 1: LIFE-SAVING: Populations affected by natural or man-made disasters receive timely assistance during and in the aftermath of the shock.						
100	Percentage of activities						
Contribution to Cluster/Sector Objectives: Based on the Inter-agency Response Plan, CARF will provide lifesaving WASH assistance to 22 500 South Sudanese refugees in Nahrastha through drying and construction of a water yard. Currently, they don't have any water facility in the area and they have to buy water from water yards owned by host communities though they don't have any water facility. In addition, it will construct 600 shared household latrines and conduct regular hygiene promotion campaigns to engage the refugees' wellbeing.							
Outcome 1: 22 500 South Sudanese refugees residing in Nahrastha will have emergency lifesaving WASH services							
Output 1:1 22 500 South Sudanese Refugees in Nahrastha will have access to, at least, 15 liters of safe water per person per day.							
Assumptions:							
1) The refugees will not be relocated and remain engaged and involved in the implementation of the Action.							
2) Sudanese authorities (The Humanitarian Aid Commission, Ministry of Health, Water and Environmental Sanitation Department, Ministry of Welfare, Commissioner for Refugees) remain supportive at the federal, state, and locality level.							
3) Delays in signing Technical Agreements will not negatively impact on providing assistance to beneficiaries in a timely manner.							
4) Project supplies including fuel remain available in the local market in spite of the ongoing market inflation.							
Risks:							
1) The refugees might be relocated to another place.							
2) Insecurity could lead to new refugee influx and outpace the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.							
3) There may be bureaucratic restrictions to access although this situation has improved in recent months.							
4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby making procurement processes due to frequently changing prices.							
Indicators							
Code	Cluster	Indicator	Men	Women	Boys	Girls	Target
Indicator 1.1.1	REFUGEE CONSULTATION FORUM	% of refugees who have access to improved water (at least 20 lpd) (HHP 2019)					25
Indicator 1.1.2	REFUGEE CONSULTATION FORUM	# of new solar-power driven hybrid water distribution system constructed					1
Indicator 1.1.3	REFUGEE CONSULTATION FORUM	Number of people (part of WASH committees) trained to support WASH service delivery.					25
Indicator 1.1.4	REFUGEE CONSULTATION FORUM	# of households that received 2 jerry cans per HH					3,650
Indicator 1.1.5	REFUGEE CONSULTATION FORUM	# of Free Residual Cholera samples collected per day in average					2
Indicator 1.1.6	REFUGEE CONSULTATION FORUM	# of people directly utilizing improved water services					22,500
Means of Verification: Activity report							
Household visit							
Focus group discussions							
Activities							
Activity 1.1.1							
Standard Activity: Not Selected							
Oral borehole and construct a water-yard equipped with a solar-power driven hybrid system which includes submersible pump, solar panel, a generator, 50 m3 elevated tank and 10 distribution points with 8 taps per each.							
Activity 1.1.2							
Standard Activity: Not Selected							
Distribute 7,300 jerry cans for 3,650 HH, 2 jerry cans per HH.							
Activity 1.1.3							
Standard Activity: Not Selected							
Conduct daily water chlorination and free residual chlorination (FRC) measurement to ensure the water is free from contamination and meets SPHERE quality standard.							
Activity 1.1.4							
Standard Activity: Not Selected							
Form and train Water User Committee composed of 15 members (10 men and 5 women) for 10 days in collaboration with WFS. The training topics will include water collection and management including tap purchase, routine repair and maintenance works, water quality control (chlorination and testing) and keeping the system clean and operational. 5 members, selected based on their competency, will also be further trained for additional 10 days on solar system and generator operation, troubleshooting, repair and maintenance works in collaboration with the solar and generator provider companies that are installing the system. The training will include both theory and practice.							
Activity 1.1.5							
Standard Activity: Not Selected							
Support the operation and maintenance of the water system for 3 months. The support includes providing fuel and lubricants as needed and paying incentives to an operator and a guard. The community will conduct a small line from the users based on a cost analysis that will be done during the 3 months time. The money will remain with the community and will be used for fuel for the generator as well as items needed for functional after the end of the project. Water committees will conduct a small line from the users based on a cost analysis that will be done during the 3 months time. The money will remain with the community and will be used for fuel for the generator as well as items needed for system maintenance (e.g. spare parts, lubricants) and repairs. The refugees have showed their willingness to pay tariff for the operation and maintenance works to ensure sustainability after the initial 3 months based on the preliminary discussions CARF had with them. Currently, they are paying a SDC to buy two jerry cans from delivery card retailers which increases their willingness and capacity to pay. The trained water user committees will be responsible to collect the tariff and manage it based on the system CARF will set with them.							
In addition, CARF is installing an affordable solar-power driven hybrid system which has 60% less running cost compared to as diesel power driven system. A hybrid system uses solar power as a primary power source and is also connected to a generator and can be switched to the generator power when needed (breakdown of solar components, pumping during non-daylight hours, etc.). Solar systems require little maintenance throughout their lifetime which is around 25 years. Installation of hybrid system reduces the running cost by more than 60%.							
Output 1.2							
1,800 households will have access to 600 shared household latrines and 600 bathing shelters, one each per 3 Hhs.							
Assumptions & Risks							

The project will be monitored and data will be captured through its staff. The project will benefit from CAHF standard monitoring and reporting tools to measure the progress against the set targets. The tool will be updated to meet the specific needs of this project. The project will have an M&R Workbook that is a tool CAHF designs to track the progress made against project indicators. The tool is also used to track the numbers of beneficiaries reached by the project. It also includes an M&R Plan that lays out the various M&R event-mentimeters implemented at specific times and possible completion dates of the activities along with the responsible person, inputs and activities will be with the specific dates. The report manager will develop a baseline implementation Plan (BIP). The template details the address to be

**Monitoring & Reporting plan**

16 & R

**Additional Targets :**

Procurement of Personal Hygiene Kits for Navaraha and Bentu and handing them over to NADA to store and distribute (distributed monthly).  
 Navaraha: Phit for 440 beneficiaries for 3 months; the kit includes: disposable sanitary pads (one packet distributed monthly) and soap (distributed monthly).  
 Bentu: Phit for 490 beneficiaries for 6 months; the kit includes underwear (distributed monthly), disposable sanitary pads (one packet distributed monthly) and soap (distributed monthly).

**Standard Activity : Not Selected**

Activity 1.2.4  
 CAHF will coordinate 5,000 door-to-door visits in collaboration with the trained 45 hygiene promoters to enhance communities' hygiene and sanitation practices and reinforce positive behavior changes. The hygiene promoters will also inspect the living premises of the houses they visit and provide tailor-made hygiene messages.

**Standard Activity : Improve access to hygiene services**

Activity 1.2.3  
 CAHF will conduct 28 hygiene promotion and cleaning campaigns in Navaraha, 1 per week, minimum. The campaign and follow up visit will focus primarily on women as the package household leaders and the subjects will include improving food and washing habits, food and water handling and feces management. In addition, minimum "WASH in Motion" package will be included as part of the hygiene promotion messages and will be delivered on a regular basis at household and health facility level, mainly for households with undernourished children and/or undernourished PLW. The education will focus on promoting good WASH practices to tackle malnutrition caused or exacerbated by WASH related diseases and distributing educational materials to support them understand the causal link between WASH and Malnutrition. It is anticipated that the hygiene promotion campaigns will improve hygiene practices by increasing community members' knowledge of how to avoid infections caused by poor sanitation and hygiene practices.

**Standard Activity : Improve access to hygiene services**

Activity 1.2.2  
 CAHF will continue working with the CHFs and coaching them throughout the project period as they lead the hygiene promotion campaigns and the household visits. Monthly meetings will be held with them to discuss the successes and challenges they face as they lead the implementation.

**Standard Activity : Improve access to hygiene services**

Activity 1.2.1  
 Conduct refresher training for 45 hygiene promoters CAHF trained under UNHCR funding. The training will focus on hand washing, keeping water from contamination to improve handwashing, child feces management and AHD awareness. These topics were selected after they were identified as major causes of WASH related diseases in the targeted communities. The training will be a mix of both theory and practical sessions using visual aids and practical examples. There will be pre and post training tests at each training to measure how much they understand. CAHF will continue working with the CHFs and coaching them throughout the project period as they lead the hygiene promotion campaigns and the household visits. Monthly meetings will be held with them to discuss the successes and challenges they face as they lead the implementation.

**Means of Verification : Activity reports**

Indicator 1.3.2 RE-UGEE # of hygiene promotion and cleaning campaigns conducted

Indicator 1.3.1 REFUGEE # of refugee households who have increased hygiene awareness (HFP 2018)

22,500

End cycle Beneficiaries

Indicators

4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby delaying procurement processes due to frequently changing prices.

3) There may be bureaucratic restrictions to access although this situation has improved in recent months.

2) Insecurity could lead to new refugee influx and reduce the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.

1) The refugees might be relocated to another place.

Risks:

3) Delays in signing Technical Agreements will not negatively impact on providing assistance to beneficiaries in a timely manner

2) Sudanese authorities (The Humanitarian Aid Commission, Ministry of Health, Water and Environmental Sanitation Department, Ministry of Welfare, Commissioner for Refugees) remain supportive at the federal, state, and locally level.

1) The refugees will not be relocated and remain engaged and involved in the implementation of the Action.

Assumptions:

22,500 South Sudanese refugees in Navaraha will have improved access to hygiene services.

Assumptions & Risks

Description

Output 1.3

Standard Activity : Improve access to hygiene services

Activity 1.2.2

Construct 600 shared household latrines as per the design approved by the Sanitation Technical Advisory Group (TAG).

Standard Activity : Provision of sanitation facilities and hygiene services

Activity 1.2.1

Construct 600 shared household latrines as per the design approved by the Sanitation Technical Advisory Group (TAG).

Indicator 1.2.3 REFUGEE # of refugees per gender sensitive latrine (HFP 2018)

9 9 9 10 10 38

End cycle Beneficiaries

Indicators

4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby delaying procurement processes due to frequently changing prices.

3) There may be bureaucratic restrictions to access although this situation has improved in recent months.

2) Insecurity could lead to new refugee influx and reduce the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.

1) The refugees might be relocated to another place.

Risks:

5) The refugees remain willing to share the latrines

4) Local suppliers including latrine materials remain available in the local market in spite of the ongoing market inflation

3) Delays in signing Technical Agreements will not negatively impact on providing assistance to beneficiaries in a timely manner

2) Sudanese authorities (The Humanitarian Aid Commission, Ministry of Health, Water and Environmental Sanitation Department, Ministry of Welfare, Commissioner for Refugees) remain supportive at the federal, state, and locally level.

1) The refugees will not be relocated and remain engaged and involved in the implementation of the Action.

Assumptions:

Indicator 1.2.2 REFUGEE % of latrines clean and in-use after 3 months of construction

95

End cycle Beneficiaries

Indicators

4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby delaying procurement processes due to frequently changing prices.

3) There may be bureaucratic restrictions to access although this situation has improved in recent months.

2) Insecurity could lead to new refugee influx and reduce the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.

1) The refugees might be relocated to another place.

Risks:

Indicator 1.2.1 REFUGEE # of shared household latrine/bathing shelters constructed

1,200

End cycle Beneficiaries

Indicators

4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby delaying procurement processes due to frequently changing prices.

3) There may be bureaucratic restrictions to access although this situation has improved in recent months.

2) Insecurity could lead to new refugee influx and reduce the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.

1) The refugees might be relocated to another place.

Risks:

Indicator 1.2.3 REFUGEE # of shared household latrine/bathing shelters constructed

1,200

End cycle Beneficiaries

Indicators

4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby delaying procurement processes due to frequently changing prices.

3) There may be bureaucratic restrictions to access although this situation has improved in recent months.

2) Insecurity could lead to new refugee influx and reduce the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.

1) The refugees might be relocated to another place.

Risks:

Indicator 1.2.2 REFUGEE % of latrines clean and in-use after 3 months of construction

95

End cycle Beneficiaries

Indicators

4) The government of Sudan has continued to devalue its currency, Sudanese Pound (SDG) and the inflation might continue to affect market prices significantly, thereby delaying procurement processes due to frequently changing prices.

3) There may be bureaucratic restrictions to access although this situation has improved in recent months.

2) Insecurity could lead to new refugee influx and reduce the capacity of humanitarian actors to provide a comprehensive range of services as per Sphere standard and could hinder the timely implementation of the activities.







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Project Locations		Location		Estimated percentage of budget for each location	Estimated number of beneficiaries for each location	Men	Women	Boys	Girls	Total	
Khatum > Um Eadah		Activity 1.1: Drill one borehole and construct a water yard equipped with a solar power driven hybrid system which includes submersible pump, solar panels, a general 2,500 ltr. 2 jerry cans per HH.	Activity 1.2: Distribute 7,300 jerry cans for 1.13: Conduct daily water chlorination and free residual chlorination (FRC) measurement to ensure the water is free from contamination and meet the WHO's 1.14: Form and train one Water User Committee composed of 15 members (10 men and 5 women) for 10 days in collaboration with WFS. The training topics will include: 1.5: Support the operation and maintenance of the water system for 3 months. The support includes providing fuel and lubricants as needed and paying rent. Activity 1.2: Construct 600 shared household latrines as per the design approved by the Sanitation Technical Advisory Group (TAG). Activity 1.2: Construct 600 shared bathing shelters. Activity 1.3: Conduct refresher training for 45 hygiene promoters CARE trained under UNHCR funding. The training will focus on hand washing, keeping water clean etc. Activity 1.3: CARE will conduct 28 hygiene promotion and cleaning campaigns in Narasah, 1 per week, minimum. The campaign and follow up visits will focus primarily...	100	5,175	5,400	6,075	5,850	22,50		
Documents		Document Description									
Budget Documents		CIS 10830.xlsx									
Technical Review		CIS 10830_TRC comments V1.DOC									
Technical Review		CIS 10830_TRC comments V1.DOC									

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## PROCUREMENT GUIDELINES ANNEX 2

The NGO will utilize its own procurement rules and regulations. However, should these rules and regulations not adhere to international procurement principles; the guidelines mentioned below must be observed. Should there be impediments of any sort to proceed as prescribed; the NGO must notify UNDP in writing to seek advice and compromise towards a satisfactory solution.

### Principles of UNDP Procurement:

a) Best value of money: The overall guiding objective of procurement is to obtain the best value for money. "Best value for money" is defined as the responsive offer that is the best combination of technical quality and price;

b) Fairness, integrity and transparency: The procurement process must allow suppliers to compete for business on a competitive and transparent basis.

As a general rule, competition must be used to procure goods, works and services, as follows: (please note Currency change from € to US\$)

1. Less than \$2,500: one single offer;

2. From \$2,500 to \$100,000: informal competitive bidding process (request for quotations); minimum 3 response quotes; international (unless local bidding justified);

3. More than \$100,000: formal competitive bidding process (request for proposals); open or limited; international;

4. Waivers: waivers for competitive bidding under (b) and (c) for amounts above \$30,000 must be duly justified with the requisite justification and supporting documents.

As for specifications and designs for requesting goods, the use of "brand names" must be avoided. However, if there is no choice, it is necessary to include the words "or equivalent". Six months prior to the end of the Agreement the NGO, with the agreement of the Partners and Associates, shall submit a comprehensive list of the Assets, non-expendable materials and supplies purchased under this Agreement, stating the proposed transfer of such Assets to local partners/final recipients of the Project. Copies of the transfer titles will be attached to the final report.

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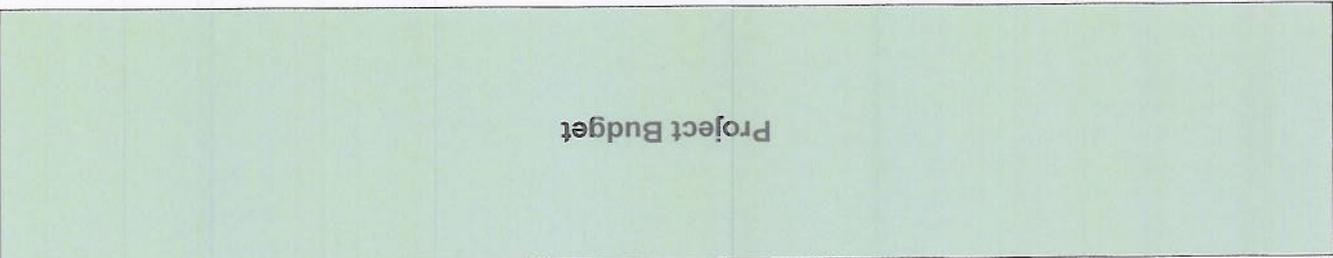
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CARE International Switzerland in Sudan

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PROJECT BUDGET /ANNEX 3

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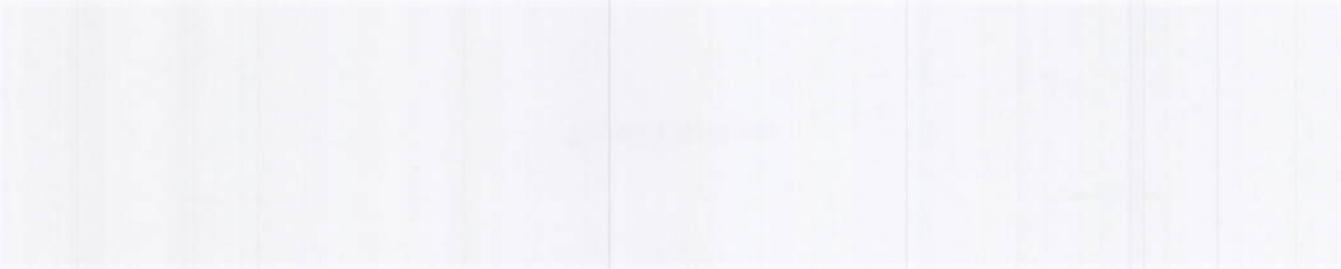
CARE International Switzerland in Sudan

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**Allocation Type** 2018 - SHF Reserve for Emergencies  
**Requesting Organisation** CARE International Switzerland in Sudan (CIS)  
**Project Title** Emergency WASH Response for South Sudanese Refugees in Naivasha, Umbadda locality (Khartoum Open Area)  
**Fund Project code** SUD-18/HSD20/RE/RCF/INGO/10830  
**Actual date [start - end]** 01/12/2018 - 31/07/2019  
**Cluster** REFUGEE CONSULTATION FORUM

**Staff and Other Personnel Costs** (Please itemize costs of staff, consultants and other personnel to be recruited directly by the implementing partner)

Code	Budget Line Description	D / S	Quantity	Unit Cost	Recurrence	% Cost	Total Cost
1.1	WASH and Public Health Country Coordinator	D	1	\$8,810.00		6.00	\$4,228.80
1.2	(International staff) Advisory role on technical components of the project implementation. 6% charged to SHF and unit cost includes salary	D	1	\$3,500.00		100.00	\$28,000.00
1.2	(National staff) Direct implementation and management of all project activities and staffs and responsible for day-to-day coordination with other partners and communities. This person is specifically hired for this project and is 100% charged to SHF. The unit cost includes salary and	D	1	\$1,700.00		100.00	\$13,600.00
1.3	Senior Environmental Health Officer	D	1	\$1,200.00		50.00	\$4,800.00
1.4	(National staff) Monitoring of activities and accountability to affected population. 50% charged to SHF	D	1	\$1,000.00		5.00	\$4,000.00
1.5	Director of Programmes	D	1	\$10,000.00		5.00	\$4,000.00
1.5	benefits.						
1.6	Khartoum Program Support Staff	S	1	\$39,410.38		5.00	\$15,764.15
1.6	Admin Assistant, Capacity Building Coordinator, Partnership Coordinator, compliance Officer and SMT Assistant and receptionist charged 5%						
1.7	Khartoum Senior Management Staff	S	1	\$45,772.00		5.00	\$18,308.80
1.7	includes CD, PQ director, Financial Director and Grants Manager, salary and benefits						
	<b>Sub Total</b>						\$88,701.75

Code	Budget Line Description	D / S	Quantity	Unit Cost	Recurrence	% Cost	Total Cost
2.1	1. Geophysical survey and mobilization of drilling equipment @ \$1,300 2. Drilling up to 250 meters @ \$12,500 3. Installation of casings @ \$11,250 4. Well construction including development, grouting, sealing, etc. @ \$2,750 5. Pumping Test @ 1,440 6. Well disinfection and water quality analysis @ 200 7. Pump, generator and solar system installation including provision of 27 KVA generator, solar pumps, 180 kilo watts solar panels, etc. @ \$65,150 8. Install 50m3 steel water tank @ \$20,000 9. Construction of 4mX6mX3.5m generator room @ \$2,000 10. Water Yard Fencing @ \$4,100 11. Borehole protection outside the water yard @ \$150 12. 4 Km pipe network installation @ 20,000	D	1	\$164,200.00		100.00	\$164,200.00
2.2	Conduct water quality monitoring	D	1	\$2,500.00		100.00	\$2,500.00
2.2	The average cost for 5 months is 2,500.						
2.3	Purchase and distribute 7,300 jerry cans for 3,650 HH, 2 jerr	D	7300	\$5.85		100.00	\$42,705.00
2.3	Jerry cans purchase						
2.4	Train one water user committee with 15 members for 10 da	D	1	\$1,750.00		100.00	\$1,750.00
2.4	The Water User Committee composed of 15 members (10 men and 5 women) will be conducted for 10 days. The average cost of the training is \$1,750 which includes: \$1,500 for trainees daily stipend allowance (15 persons X 10 days X \$10 per day per person which includes						
2.4	Train 5 water user committee members for additional 10 da	D	1	\$500.00		100.00	\$500.00
2.5	Works in collaboration with the solar and generator provider companies that are installing the system. The training will include both theory and practice. The cost of the training is \$500 for trainees' daily stipend allowance (5 persons X 10 days X \$10 per day per person which includes						
2.6	Purchase operation and maintenance tool kits for the traine	D	1	\$1,000.00		100.00	\$1,000.00
2.7	Support the operation and maintenance of the water system	D	1	\$470.00		100.00	\$1,410.00
2.7	guard @ \$105 (\$35/month), in average, \$470 per month.						
2.8	Construction of 600 shared household latrines as per the de	D	600	\$215.00		100.00	\$129,000.00
2.8	The construction includes provision of digging kits (shovel and hoe) @ 10; 5 - 3m wooden beams treated with used oil @ \$30; 1.5m X 1m steel						
2.8	light sheet @ \$25; 1.5m X 1m X 15 cm concrete slab with a cover @ \$60; mud bricks without roof @ \$80; 3 bricks @ \$10; \$215 per latrine.						
2.9	Construct 600 shared bathing shelters	D	600	\$25.00		100.00	\$15,000.00
2.9	The construction includes provision of 5 bamboo sticks @ \$5; 3 bamboo net/ 1 plastic sheet @ 10 and 3mX4 m hessian (burlap) @ \$10						
	Conduct refresher training for 45 hygiene promoters for 3 d	D	1	\$1,470.00		100.00	\$1,470.00

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- 1. FQ= Forecasted Quarter; A= actual expenditure incurred in Quarter
- 2. to be reported to the UNDP - (Ref: Article 18)
- 3. as per Budget report actual
- 4. UNDP may request a copy
- 5. A forecasted Budget per year being ref: 2.3
- 6. Total prefinancing received from UNDP

Forecast Budget Year 2008												
Budget	F 01	A 01	F 02	A 02	F 03	A 03	F 04	A 04	F Total	A Total	Balance	
Budget Heading												
Budget Sub Heading												
Sub total Budget Heading												
(.)												
(.)												
(.)												
Grand TOTAL												

Budget Reconciliation	0.00
Transfers from UNDP	0.00
Other Income 2	0.00
Total expenditure 3	0.00
Balance as per Bank Statements	0.00

Total Estimated Budget USD

CHF ref. code: SUD-08...  
 Project title: .....  
 Implementing Partner: Name of the Organisation

Financial Report  
 ref. CHF SUD-08...

Sudan Common Humanitarian Fund

QUARTERLY FINANCIAL REPORT / ANNEX 4

Auditor's report to:

The UNDP Country Director

**a) Certification of the Statement of Expenditure**

We have audited the accompanying Statement of Expenditure ("the SOE") of project number [project number] for the period 1 January XXXX to 31 December XXXX. The SOE is the responsibility of (Name of the NGO). Our responsibility is to express an opinion on the SOE based on our audit. We conducted our audit in accordance with International Standards of Auditing (ISA). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the SOE is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the SOE. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the SOE. We believe our audit provides a reasonable basis for our opinion. In our opinion, the SOE presents fairly (unqualified (positive audit opinion)), in all material respects the expenditure of [insert amount in US\$] incurred by the project and audited by us for the period 1 January XXXX to 31 December XXXX in accordance with UNDP accounting requirements.

**Or (qualified - a negative audit opinion)**

In our opinion, the SOE, except for the reasons indicated above in paragraphs (1), (2), (3), etc., presents fairly in all material respects the expenditure of [insert amount in US\$] incurred by the project which we have audited for the period 1 January XXXX to 31 December XXXX in accordance with UNDP accounting requirements. The total net financial impact of this qualified opinion is [insert amount in US\$].

**Or (disclaimer - a negative audit opinion)**

We were unable to obtain sufficient appropriate audit evidence and accordingly are unable to express an opinion on the statement of expenditure of [insert amount in US\$] incurred by the project and audited by us for the period 1 January XXXX to 31 December XXXX. The total net financial impact of this disclaimer opinion is [insert amount in US\$]. **Note:** The total amount indicated should be the amount of the SOE.

**Or (adverse - a negative audit opinion)**

We noted material differences between [insert amount in US\$] and the statement of expenditure. As such, we do not express an opinion on the statement of expenditure, of [insert amount in US\$] incurred by the project and audited by us for the period 1 January XXXX to 31 December XXXX. The total net financial impact of this adverse opinion is [insert amount in US\$].

**b) Certification of Statement of Assets and Equipment**

We have audited the accompanying Statement of Assets and Equipment ("the statement") of project number [insert project #] as at 31 December XXXX. The statement is the responsibility of the management of the project. Our responsibility is to express an opinion on the statement based on our audit. We conducted our audit in accordance with International Standards of Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement. We believe our audit provides a reasonable basis for our opinion. In our opinion, the statement of assets and equipment presents fairly (unqualified/favourable), in all material respects the inventory balance of the project amounting to [insert amount in US\$] as at 31 December XXXX in accordance with UNDP requirements.

**c) Certification of Statement of Cash Position**

We have audited the accompanying Statement of Cash Position ("the statement") of project number [insert project #] as at 31 December XXXX. The statement is the responsibility of the management of the project. Our responsibility is to express an opinion on the statement based on our audit.

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We conducted our audit in accordance with International Standards of Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the statement is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the statement. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the statement. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the statement of cash position presents fairly (unqualified (positive audit opinion), in all material respects the cash balance of the project amounting to \_\_\_\_\_ [insert amount in US\$] as at 31 December XXXX in accordance with UNDP requirements.

This report is intended solely for the information and use of UNDP and the NGO.

Date of issuance: \_\_\_\_\_

AUDITOR'S NAME (Please print): \_\_\_\_\_

AUDITOR'S SIGNATURE: \_\_\_\_\_

STAMP AND SEAL OF AUDIT FIRM: \_\_\_\_\_

AUDIT FIRM ADDRESS: \_\_\_\_\_

AUDIT FIRM TEL. NO. \_\_\_\_\_

**Note:** Audit opinions must be one of the following: (a) qualified, (b) unqualified, (c) adverse, or (d) disclaimer. If the audit opinion is other than "unqualified" the audit report must describe both the nature and amount of the possible effects on the financial statements (NET FINANCIAL IMPACT). A definition of audit opinions is provided in below.

### Definition of Audit Opinions

#### Unqualified (Clean or positive) Opinion

An unqualified opinion should be expressed when the auditor concludes that the financial statements give a true and fair view or are presented fairly, in all material respects, in accordance with the applicable financial reporting framework.

#### Qualified Opinion – a negative audit opinion

A qualified opinion should be expressed when the auditor concludes that an unqualified opinion cannot be expressed but that the effect of any disagreement with management, or limitation on scope is not so material and pervasive as to require an adverse opinion or a disclaimer of opinion. A qualified opinion should be expressed as being 'except for' the effects of the matter to which the qualification relates.

#### Disclaimer of opinion – a negative audit opinion

A disclaimer of opinion should be expressed when the possible effect of a limitation on scope is so material and pervasive that the auditor has not been able to obtain sufficient appropriate audit evidence and accordingly is unable to express an opinion on the financial statements.

#### Adverse – a negative audit opinion

An adverse opinion is expressed by an auditor when the financial statements are significantly misrepresented, misstated, and do not accurately reflect the expenditure incurred and reported in the financial statements (SOE, statement of cash, statement of assets and equipment).

An adverse opinion is expressed when the effect of a disagreement is so material and pervasive to the financial statements that the auditor concludes that a qualification of the report is not adequate to disclose the misleading or incomplete nature of the financial statements.



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Table 2 - Template for NGO auditors to report on the audit of the statement of cash position

Statement of Cash Position				
Project No.	Value of Cash Position Statement as at 31 December XXXX (US\$)	Audit Opinion - Statement of Cash Position	Total amount of qualification of Cash Position (US\$)	Total amount of Net financial impact (NFI) of qualification of audit opinion - Statement of Cash Position (US\$)

Table 1 - Template for NGO auditors to report on the audit of the SOE

Project Statement of Expenditure as at 31 December XXXX					
1	Project No.	Amount audited (unqualified, qualified, adverse, disclaimer)	Total amount of audit of qualification impact (NFI) of Net financial impact (NFI) of qualification of audit opinion (if qualified, adverse or disclaimer)	Reason(s) for qualification of audit opinion and breakdown of NFI amount (US\$)	Observation(s) that had impact on qualification of audit opinion (list observation number(s) and page of audit report/management letter)

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Name and stamp of Audit Firm: \_\_\_\_\_

Signature of Auditor: \_\_\_\_\_

Name and position of Auditor: \_\_\_\_\_

Date: \_\_\_\_\_

Project No.	Observ. No.	Audit Observation	Recommendation	Audit Area	Audit Cause	Risk Severity	Project/NGO Mngmt. Comments

Table 4 - Template for NGO auditors to report on audit observations and recommendations

Statement of assets and equipment	Project No.	Value of Assets and equipment as at 31 December XXXX (cumulative from project start date) (US\$)	Audit Opinion - Statement of Assets and Equipment	Total amount of Statement of assets and equipment (US\$)	Total amount of Net financial impact (NFI) of qualification of audit opinion on Statement of assets and equipment (US\$)

Table 3 - Template for NGO auditors to report on the audit of the statement of assets and equipment

# TRANSFER TITLE OF AGREEMENT / ANNEX 9

**GUIDANCE NOTE ON OF THIS AGREEMENT**

- This Agreement is to be used where UNDP has cooperated with an NGO to carry out humanitarian activities and/or development endeavors and UNDP agrees to transfer ownership of assets to the NGO.
- Please note that the transfer of assets from UNDP to the NGO is not automatic. As set out in Article VIII (2) of the UNDP NGO Partnership Agreement, the assets remain the property of UNDP during implementation but title may be transferred to the NGO where such transfer has been considered and approved by the CAP/RR. Country Offices must refer to the Procurement User Guide and Asset Management Guide for further guidance.

## TRANSFER OF TITLE AGREEMENT

Between

**UNITED NATIONS DEVELOPMENT PROGRAMME**

And

[Name of NGO]

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the United Nations Development Programme (hereinafter referred to as "UNDP"), a subsidiary organ of the United Nations, an international intergovernmental organization established by treaty, having its headquarters at 304 East 45<sup>th</sup> Street, New York, NY 10017 ("UNDP"), and [NAME OF NGO], a Non-Governmental Organization incorporated under the laws of [COUNTRY] (hereinafter referred to as the "Recipient") for the transfer of UNDP assets to the Recipient.

### PREAMBLE

**WHEREAS** UNDP has cooperated with [NAME OF NGO] under UNDP Project Ref [ ] (hereinafter referred to as the "Project") and during the course thereof has acquired certain assets, defined as any equipment, non-expendable materials or property furnished or financed by UNDP, **WHEREAS** the Recipient has a humanitarian and non-profit purpose consistent with the objectives and mandate of UNDP and the Recipient's pursuit thereof would be enhanced by the transfer of the stipulated assets,

**AND WHEREAS** UNDP now agrees to transfer its title in the assets in the list attached to this Agreement, to the Recipient, on the terms and conditions set forth in this Agreement,

**NOW THEREFORE IT IS HEREBY AGREED** by UNDP and the Recipient as follows:

### Article I. TRANSFER OF PROPERTY

(1) UNDP hereby transfers and the Recipient hereby accepts full title and ownership of the assets specified in the list attached to this Agreement.

(2) The assets shall be used exclusively for the benefit of the Project undertaken in [NAME OF COUNTRY] and upon completion of the Project, solely for humanitarian and development endeavors. Any subsequent disposal of the assets, whether by sale or donation shall be for comparable humanitarian and

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FOR: [Name of NGO]**  
**FOR: THE UNITED NATIONS DEVELOPMENT PROGRAMME**

IN WITNESS WHEREOF UNDP and the Recipient through their duly authorized representatives have signed this Agreement:  
 This Agreement shall become effective from the date indicated on the first page.

**Article IV. VALIDITY**

(1) UNDP shall not be liable for any costs, direct or indirect, or for any levies, duties or taxes that may arise from, or in connection with, the transfer of title.  
 (2) [NAME OF NGO] shall indemnify the UNDP against any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Agreement.  
 (3) The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of, or in relation to the present Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with the United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.  
 (4) Nothing in this Agreement shall be deemed a waiver, expressed or implied, of any privileges and immunities enjoyed by UNDP.  
 (5) The transfer of such assets must be effected in compliance with UNDP Financial Regulations and Rules, the Procurement User Guide and the Asset Management User Guide.

**Article III. GENERAL PROVISIONS**

(1) UNDP transfers title to the assets on an "as is, where is" basis and makes no representations or warranties for the fitness or title thereof. If repair or servicing of the assets is required before they can be put fully into use, the Recipient will bear the costs of such repair or servicing.  
 (2) UNDP shall transfer title to the Recipient, prior to, or at the same time as the physical handover of the assets themselves.  
 (3) The Recipient undertakes to meet all future recurrent staff, operating and servicing or other costs or expenses related to the assets.

**Article II. SERVICEABILITY/RECURRENT COSTS**

development interests in [NAME OF COUNTRY]. In the event of breach of this provision, the Recipient may be liable to UNDP for compensatory damages equivalent to the value of assets on the effective date of this Agreement.

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CARE International Switzerland in Sudan

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