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**PROJECT COOPERATION AGREEMENT**

**between**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME  
and**

**BRAC SOUTHERN SUDAN**

Sudan Recovery Fund -Southern Sudan (SRF-SS)

Project Reference Code: **SRF-09/BRAC20**

Authorized Total Project Budget: **USD 2,360,000**

Project Title: **"SRF Small grant Window"**

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Whereas the **United Nations Development Programme** ("UNDP") and the **BRAC SOUTHERN SUDAN (BRAC)** - ("the NGO") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UNDP has been entrusted by its donors with certain resources 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 participatory sustainable human development and development cooperation, 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, handicapped status, 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 Agreement.

**Article XVI. Arbitration**

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 XVII. Privileges and Immunities**

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 XVIII. Amendments**

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

**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.

For UNDP:


For the NGO:

Signature  \_\_\_\_\_  
Name Joe Feeney  
Title: Head of UNDP Office in Southern Sudan  
Place: Juba, Sudan  
Date: \_\_\_\_\_

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

**List of Annexes**

- Annex 1. Project Document for SRF-SS Ref. SRF-09/BRAC20**
- Annex 2. Principles of Procurement**
- Annex 3. Project Budget for SRF-SS Ref. SRF-09/BRAC20**
- Annex 4. Form of Project Financial Report and Forecast SRF-SS Ref. SRF-09/BRAC20**
- Annex 5. Form of Payment Request for SRF-SS Ref. SRF-09/BRAC20**
- Annex 6. Form of Vendor Profile [Banking Details]**
- Annex 7. Form of Final Audit Certificate & Management Letter**
- Annex 8. Agreement for Transfer of Title of Ownership of Assets**
- Annex 9. TOR for small Grants review Committee**
- Annex 10. Grant Eligibility (Organization, Activity and cost)**



## 1 Project summary

## PROGRAMME SUMMARY

Participating UN Organisation(s) / NGO(s):	BRAC SOUTHERN SUDAN	Region	All states in Southern Sudan
Implementing Partner(s):	BRAC SOUTHERN SUDAN; SSRDF UNDP		
Programme Number:	SRF-09/BRAC20		
Programme Title:	"SRF Small grant Window"		
Total Approved Programme Budget:	USD 2,360,000		
SC Approval Date:	07 July 2009		
Location:	All states in southern Sudan		
Programme Duration:	18 MONTHS	STARTING DATE: 01 October 2009	COMPLETION DATE: 31 March 2011
Programme Description:	Post conflict recovery accelerated in strategic areas to ensure peace dividends are visible and tangible to conflicts affected areas		
Outcome:	Post conflict socioeconomic infrastructure restored, economic recovery revived and employment generated		
Output and Key Activities:	<ul style="list-style-type: none"> <li>➤ An Operations Manual/Standard Operating Procedures detailing how the USD 2.5 million mechanisms will be managed. This will be submitted to the Review Committee for consideration and approval.</li> <li>➤ In coordination with the Review Committee and the SSRDF, manage the Expressions of Interest/Call for Proposals exercise that announces the Small Grants Mechanism.</li> <li>➤ Formulate a plan of action (and accompanying finance plan) that proposes a breakdown of expenditure between administrative and operational capacity building.</li> </ul>		
Main contact:	Md. Abu Bakar Siddique Plot # 89, Block # 14, Hai Atlabara, Juba, S. Sudan siddique261@gmail.com +256(0)477218022		

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**Situation Analysis**

In January 2009, the Sudan Recovery Fund South Sudan (SRF) Steering Committee (SC) discussed options for Small Grants Window to be established under Round II of the SRF. The Committee recommended that such a window should be co-managed by the Southern Sudan Reconstruction and Development Fund (SSRDF) in partnership with an INGO that would serve as Grants Coordinator. Following the endorsement by the SC of the detailed Small Grants Window proposal, an announcement was made on the establishment of the facility. Subsequently, the SRF Technical Secretariat (TS) issued a call for proposals, received and registered all applications before submitting them to a Review Committee. Through this process, BRAC Southern Sudan was selected as the Grants Coordinator.

For the Small Grants Window under Round II UNDP was requested to serve as UN Participating Agency for the project, and to manage the contract with the selected NGO Grants Coordinator.

The Steering Committee has agreed that the Small Grants Window focus will be on national organizations that are not already in receipt of significant donor financing or that focus on marginalized communities, and that only groups organized for purposes of providing public benefits should be eligible. Organizations focusing on women and youth shall be given preferential treatment and only activities and proposals that focus on sectors of health, education, water and sanitation and agriculture or activities that otherwise contribute clearly to early impact and tangible peace dividends shall be eligible.

Accordingly, the Small Grants Window will emphasize national implementation, local partnerships and capacity building at the community level. This objective is of particular importance in the field of basic services, where the transition process and the gradual phase-out of external assistance is like to be especially difficult.

The SRF has established a Small Grants Window to provide Small Grants of around \$35,000 to 60 to 70 local Community Based Organisations to implement local projects based on the priorities and needs of their communities. It is designed to support scale community initiatives in health, agriculture, education, water and sanitation.

The Small Grants will be coordinated by a Grants Coordinator (GC) to be implemented using the NGO implementation modality. The Small Grants Project aims at equitable distribution of small grants across all states though in the initial period focus of energies in specific states may be overstretched. The GC has set itself a disbursement target of 50% of grants within the first year of operation.

The SSRDF will assume a joint coordination and oversight function for the Small Grants Mechanism including chairing the Review Committee and ensuring the effective implementation of the mechanism in conjunction with an INGO partner and overall monitoring and evaluation, linking the mechanism to the broader aims and objectives of the SRF.

UNDP, as UN participating agency, shall provide programmatic oversight of the performance of the GC, establishing performance benchmarks and monitoring performance on a regular basis.

The GC will receive and disburse small grants having agreed the scope and shape of the allocation with the SSRDF, after having sought and received the approval of the Review Committee and the IMAC. The Grants Coordinator shall develop an M&E framework in consultation with the Technical Secretariat that reflects and informs the broader aims of the SRF strategy. They will prepare a comprehensive capacity building plan for the participating national organizations and submit this for approval by the Review Committee.

The GC shall negotiate grant agreements and where necessary make amendments to these. The GC is responsible to ensure that grantee leadership (CBOs) understand their obligations in respect to this fund and will monitor grantee performance ensuring that deficiencies are detected and addressed. They shall identify areas of best practice and develop information briefing notes on these for public awareness. In managing the grantee relationship they shall oversee the resolution of challenges to ensure timely and effective implementation of approved projects under this mechanism. The GC will approve grantee expense reports and initiate requests for cash disbursements to grantees and monitor operational progress and assess the impact of capacity building amongst beneficiary organizations, as well as providing tailored administrative and operational strengthening to national organizations incorporated within the mechanism. They shall report on progress against a set of agreed objectives and assume financial and programmatic responsibility for the small grants mechanism. The GC shall compile a quarterly narrative and financial report on the small grants mechanism for inclusion in the Technical Secretariat reports to the Steering Committee. The GC shall not use the disbursement of grants to CBOs to establish microfinance mechanisms at community level.

Small Grants will target projects in the areas of Education, Health, Water and Sanitation and Agriculture, and will support CBOs in focusing on the following type of projects, these will be conducted closely with communities and with full awareness of local county and state government to ensure the capacity for continuation of services. The GC will build formal and informal capacity in the education sector; opening schools in the disadvantaged area or areas where education services are weak or non-existent and select, recruit and train staff and teachers. In building capacity in health care the focus of support in the health sector will be on the control and prevention of TB, Malaria and HIV/AIDS, the establishment of primary health care facilities and the selection, recruitment and training of community health workers and other health care staff. Building capacity to support agricultural livelihoods, support will focus on supporting the establishment of seed production and improved processing tools and centres, selection and training of nursery workers, sedentary farmers, livestock breeding and veterinary



## 1 Project summary

## PROGRAMME SUMMARY

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Year: 2010

EXPECTED OUTPUTS And baseline, indicators including annual targets	PLANNED ACTIVITIES List activity results and associated actions	TIMEFRAME				RESPONSIBLE PARTY	Funding Source	PLANNED BUDGET	
		Q1	Q2	Q3	Q4			Budget Description	Amount
<p><b>Output 1</b> Capacity Building i.e. 210 staff and 70 key personnel of NGO/CBO get training needs assessment, planning and budgeting. <b>Baseline:</b> weak capacities for planning and grants management; <b>Indicator:</b> successes/improvement in planning among NGO/CBO <b>Target:</b> 67 percent of training complete in year 1 and remainder in year</p>	<p><b>1. Activity Result:</b> capacity built in planning and grants management, including finance management and reporting <b>-Activity action:</b> 1. train NGO personnel &amp; staff</p>	X	X	X	X	BRAC BRAC BRAC BRAC BRAC BRAC BRAC	SRF	Salary & benefits; Travel & transport Workshop on Project Prop TOT fin. Mgt.: TOT m&e: Training materials Training centres costs H/Q support	43,200.00 6,480.00 12,600.00 29,400.00 9,817.48 6,140.00 12,000.00 17,945.62
<p><b>Output 2:</b> grants disbursed to 50 NGO/CBO <b>Baseline:</b> Little or No funding window for grants to CBO <b>Indicators:</b> Increase in number of CBO receiving grants <b>Targets:</b> 50 percent of grants disbursed in year 2</p>	<p><b>1. Activity Result:</b> grants disbursed to 70 CBO and utilized in a timely manner <b>Activity Actions:</b> -follow up on banking and other arrangements for receipt, disbursement, management, security and record keeping of funds - quarterly disbursements <b>2. Activity Result:</b> project monitored and evaluated <b>Activity Actions:</b> - conduct monitoring and assessment - audit of prior year BRAC expenditure</p>	X	X	X	X	BRAC BRAC BRAC BRAC BRAC	SRF	Salaries etc.: Office Operating Exp Traveling HO Logistic and Mgt Grant:	54,720.00 36,000.00 10,944.00 15,249.60 1,600,000.00
<b>2010 Grand total</b>								<b>Sub total</b>	<b>1,716,913.60</b>
								<b>Sub total</b>	<b>1,854,496.70</b>



support services. Water and sanitation projects will focus on the immediate needs of communities as well as facilitating the development of water point management committees and other community services.

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## Results and Resources Framework

Intended Outcome as stated in the Country Programme Results and Resource Framework:				
Outcome 7: Post conflict socioeconomic infrastructure restored, economy revived and employment generated.				
Outcome Indicators: Improve livelihoods by increasing agricultural and livelihood productivity, stimulating economic activity and contributing to improvement in health and quality of life; expected outcomes to cover three macro-sectors of Capacity Development and Institutional Strengthening; Improved Livelihoods; and Support to Basic Services.				
Applicable Key Result Area (from 2008-11 Strategic Plan): Crisis Prevention and Recovery				
Partnership Strategy: Project implemented by BRAC (NGO implementation), in collaboration with SSRDF and UNDP				
Project title and ID (ATLAS Award ID): TBD				
INTENDED OUTPUTS	OUTPUT TARGETS FOR (YEARS)	INDICATIVE ACTIVITIES	RESPONSIBLE PARTIES	INPUTS
<b>Output 1</b> Build Capacity 210 staff and 70 key personnel of NGO/CBO get training in project proposal, financial management and monitoring. <b>Baseline:</b> weak capacities for planning and grants management among CBO <b>Indicators:</b> 100 percent of training complete in Year 1. <b>Sub total</b>	<b>Targets (year 1)</b> - 70 key NGO personnel trained - 210 NGO personnel trained <b>Targets (year 2)</b> - Training follow-up	<b>1 Activity Result:</b> capacity built in planning and management <b>Activity Actions:</b> -training needs analysis -Training course and module development -conducting training -conducting impact analysis	BRAC BRAC BRAC BRAC BRAC BRAC BRAC BRAC	Salaries etc: 64,800.00 Transport: 9,720.00 NGO Selection: 7,000.00 Workshop: 12,600.00 TOT fin. Mgt.: 29,400.00 TOT m&e: 9,817.48 Trng. Materials: 9,210.00 Office costs: 18,000.00 HQ logistics: 24,082.12 <b>184,629.60</b>
<b>Output 2</b> Disbursement of grants to 70 national organizations (NGO/CBO) and proper management of funds; <b>Baselining:</b> absence of small grants window for quick impact community projects <b>Indicators:</b> 50 percent of grant amount disbursed in 1 <sup>st</sup> year <b>Sub total</b> <b>Grand total</b>	<b>Targets (year 1)</b> -70 national organizations will receive grants but year 1 all NGO will receive 50 percent of the grant amount <b>Targets (year 2)</b> -all grantee will receive the rest of their grants	<b>1 Activity Result:</b> funds disbursed in a timely manner <b>Activity Actions:</b> -administer grants -disburse grants -monitoring of small grantees	BRAC BRAC BRAC BRAC BRAC	Salaries etc.: 82,080.00 Office Operating Exp 54,000.00 Traveling 16,416.00 HO Logistic and Mgt 22,874.40 Grant: 2,000,000.00 <b>2,175,370.40</b> <b>2,360,000.00</b>

**6 Annual Work Plan**

**Year: 2009**

EXPECTED OUTPUTS <i>And baseline, indicators including annual targets</i>	PLANNED ACTIVITIES <i>List activity results and associated actions</i>	TIMEFRAME				RESPONSIBLE PARTY	Funding Source	PLANNED BUDGET	
		Q1	Q2	Q3	Q4			Budget Description	Amount
<p><b>Output 1</b> Capacity Building i.e. 210 staff and 70 Key personnel of NGO/CBO get training needs assessment, planning and budgeting. <b>Baseline:</b> weak capacities for planning and grants management; <b>Indicator:</b> successes/improvement in planning among NGO/CBO <b>Target:</b> 67 percent of training complete in year 1 and remainder in year 2</p>	<p><b>1. Activity Result:</b> capacity built in planning and grants management, including finance management and reporting <b>Activity actions:</b> 1. train NGO personnel &amp; staff</p>				X	BRAC BRAC BRAC BRAC BRAC BRAC	SRF	Salary & benefits; Travel & transport PNGO selection /survey Training materials Training centers costs H/Q support	10,800.00 1,620.00 7,000.00 3,070.00 3,000.00 3,823.50
<p><b>Output 2:</b> grants disbursed to 50 NGO/CBO <b>Baseline:</b> Little or No funding window for grants to CBO <b>Indicators:</b> increase in number of CBO receiving grants <b>Targets:</b> 50 percent of grants disbursed in year 1; remainder in year 2</p>	<p><b>1. Activity Result:</b> grants disbursed to 70 CBO and utilized in a timely manner <b>Activity actions:</b> -Review of proposals and approvals -prepare office, staff and branches administratively and logistically for disbursement, extension and outreach; - orientate staff and winning CBOs - complete banking and other arrangements for receipt, disbursement, management, security and record keeping of funds <b>2. Activity Result:</b> project monitored and evaluated <b>Activity Actions:</b> - conduct monitoring</p>					BRAC BRAC BRAC BRAC	SRF	Salaries etc:: Office Operating Exp Traveling HO Logistic and Mgt Grant:	13,680.00 9,000.00 2,736.00 3,812.40 400,000.00
								<b>Sub total</b>	<b>29,313.50</b>
								<b>Sub total</b>	<b>429,228.40</b>
								<b>Sub total</b>	<b>458,541.90</b>

Year: 2010

EXPECTED OUTPUTS And baseline, indicators including annual targets	PLANNED ACTIVITIES List activity/ results and associated actions	TIMEFRAME				RESPONSIBLE PARTY	Funding Source	PLANNED BUDGET	
		Q1	Q2	Q3	Q4			Budget Description	Amount
<p><b>Output 1</b> Capacity Building i.e. 210 staff and 70 key personnel of NGO/CBO get training needs assessment, planning and budgeting. <b>Baseline:</b> weak capacities for planning and grants management; <b>Indicator:</b> successes/improvement in planning among NGO/CBO <b>Target:</b> 67 percent of training complete in year 1 and remainder in year</p>	<p><b>1. Activity Result:</b> capacity built in planning and grants management, including finance management and reporting <b>Activity action:</b> 1. train NGO personnel &amp; staff</p>	X	X	X	X	BRAC BRAC BRAC BRAC BRAC BRAC BRAC	SRF	<p>Salary &amp; benefits: Travel &amp; transport Workshop on Project Prop TOT fn. Mgt.: TOT m&amp;e: Training materials Training centres costs H/Q support</p>	<p>43,200.00 6,480.00 12,600.00 29,400.00 9,817.48 6,140.00 12,000.00 17,945.62</p>
<p><b>Output 2:</b> grants disbursed to 50 NGO/CBO <b>Baseline:</b> Little or No funding window for grants to CBO <b>Indicators:</b> increase in number of CBO receiving grants <b>Targets:</b> 50 percent of grants disbursed in year 2</p>	<p><b>1. Activity Result:</b> grants disbursed to 70 CBO and utilized in a timely manner <b>Activity Actions:</b> -follow up on banking and other arrangements for receipt, disbursement, management, security and record keeping of funds - quarterly disbursements <b>2. Activity Result:</b> project monitored and evaluated <b>Activity Actions:</b> - conduct monitoring and assessment - audit of prior year BRAC expenditure</p>	X	X	X	X	BRAC BRAC BRAC BRAC BRAC	SRF	<p>Salaries etc.: Office Operating Exp Traveling HO Logistic and Mgt Grant:</p>	<p>54,720.00 36,000.00 10,944.00 15,249.60 1,600,000.00</p>
<b>2010 Grand total</b>								<b>Sub total</b>	<b>1,716,913.60</b>
								<b>Sub total</b>	<b>1,854,496.70</b>

Year: 2011

EXPECTED OUTPUTS And baseline, indicators including annual targets	PLANNED ACTIVITIES List activity results and associated actions	TIMEFRAME				RESPONSIBLE PARTY	Funding Source	PLANNED BUDGET	
		Q1	Q2	Q3	Q4			Budget Description	Amount
<p><b>Output 1</b> Capacity Building i.e. 210 staff and 70 key personnel of NGO/CBO get training needs assessment, planning and budgeting. <b>Baseline:</b> weak capacities for planning and grants management; <b>Indicator:</b> successes/improvement in planning among NGO/CBO <b>Target:</b> 67 percent of training complete in year 1 and remainder in year</p>	<p>1. Activity Result: capacity built in planning and grants management, including finance management and reporting <b>-Activity action:</b> 1. train NGO personnel &amp; staff</p>					SRF	Salary & benefits; Travel & transport PNGO selection /survey Training materials Training centers costs H/Q support	10,800.00 1,620.00 0 0 3,000.00 2,313.00	
							<b>Sub total</b>	<b>17,733.00</b>	
<p><b>Output 2:</b> grants disbursed to 50 NGO/CBO <b>Baseline:</b> Little or No funding window for grants to CBO <b>Indicators:</b> increase in number of CBO receiving grants <b>Targets:</b> all remaining balance of grants disbursed in year 3</p>	<p>1. <b>Activity Result:</b> grants disbursed to 70 CBO and utilized in a timely manner <b>Activity actions:</b> -final disbursements made 2. <b>Activity Result:</b> project monitored and evaluated <b>Activity Actions:</b> -conduct monitoring -final evaluation -audit of prior year BRAC expenditure</p>					SRF	Salaries etc.: Office Operating Exp Traveling HO Logistic and Mgt Grant: 0	13,680.00 9,000.00 2,736.00 3,812.40 0	
	<b>2011 Grand total</b>						<b>Sub total</b>	<b>29,228.40</b>	
								<b>46,961.40</b>	

## Article I. Definitions

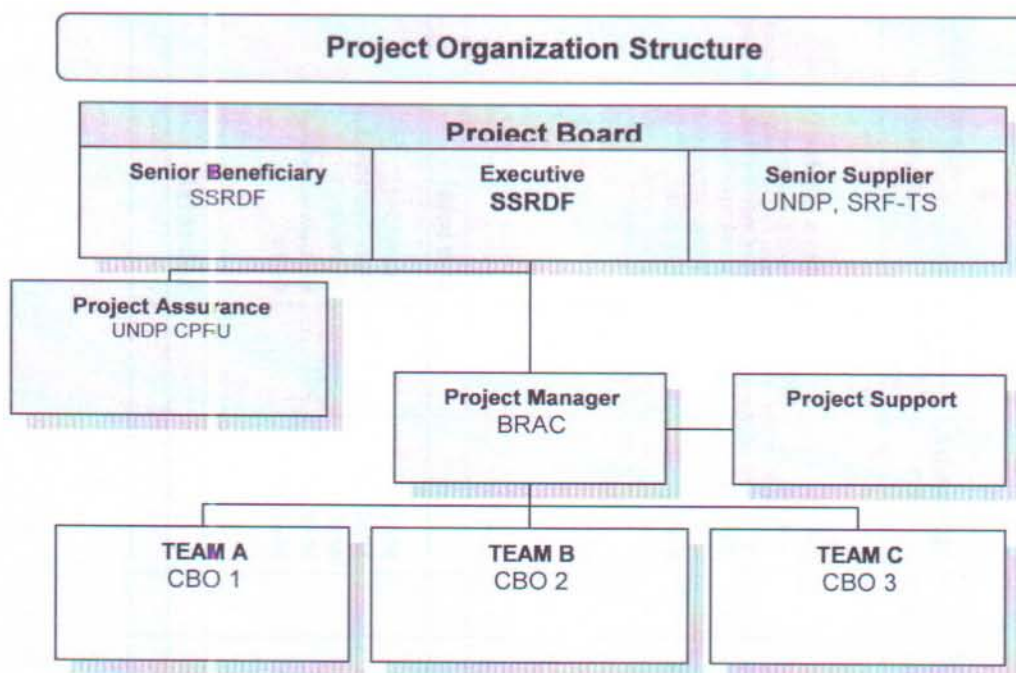
For the purpose of the present Agreement, the following definitions shall apply:

- (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 **BRAC SOUTHERN SUDAN (BRAC)** a non-governmental organization that was established in and incorporated under the laws of the Sudan, with the purpose of early recovery and development assistance.
- (d) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex 1), which incorporates the Project objectives and activities, Project Work Plan, and inputs being provided by UNDP resources if relevant; the Principles of Procurement (Annex 2) the Project Budget (Annex 3); the Project Financial Forecast/Report (Annex 4); the Form of Request for Payment (Annex 5); the Form of Vendor Document (Banking Details) (Annex 6); the Form of Financial Audit Letter (Annex 7) 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 or her behalf;
- (h) "Project Director" shall mean the person appointed by the NGO, in consultation with UNDP;
- (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.

## 7 Management Arrangements

The project will be managed by BRAC under UNDP's NGO implementation modality. The Southern Sudan Reconstruction and Development Fund (SSRDF) will serve as the direct counterpart of the project in the Government of Southern Sudan. A Project Board will be established, chaired by SSRDF, which will typically meet on a quarterly basis.

The overall project organization structure is as follows:



As part of the management arrangements, the **UNDP** will be responsible for:

- ✓ Serving as UN participating agency;
- ✓ Ensuring efficient and timely disbursement of funds to BRAC as implementing partner;
- ✓ Monitor BRAC performance to ensure that the expected outputs, target and indicators are met;
- ✓ Ensuring that reporting obligations by the GC are met;
- ✓ Audits are conducted;
- ✓ That a mid-term review and a terminal review are conducted.

The **SSRDF** will be responsible for:

- ✓ Assuming a joint coordination and oversight function;
- ✓ Chairing of the Review Committee;
- ✓ Overall M&E thereby to link the SGW to the broader aims of the SRF;
- ✓ Calling and chairing Project Board meetings.

**BRAC**, the Grants Coordinator will:

- ✓ Receive and disburse small grants having agreed the scope and shape of the allocation with the SSRDF, after having sought and received the approval of the Review Committee and the IMAC;
- ✓ Develop a M/E framework in consultation with the Technical Secretariat that reflects and informs the broader aims of the SRF strategy;
- ✓ Prepare a comprehensive capacity building plan for the participating national organizations and submit this for approval by the Review Committee;
- ✓ Negotiate grant agreements and if necessary, amendments to these;
- ✓ Ensure that grantee leadership -- i.e. those in the national organizations -- understand their obligations in respect to this fund;
- ✓ Monitor grantee performance ensuring that deficiencies are detected and addressed;
- ✓ Identify areas of best practice and develop information briefing notes on these for public awareness;
- ✓ Manage the grantee relationship including the resolution of challenges to ensure timely and effective implementation of approved projects under this mechanism;
- ✓ Approve grantee expense reports and initiate requests for cash disbursements to grantees;
- ✓ Monitor operational progress and assess the impact of capacity building amongst beneficiary organizations, as well as providing tailored administrative and operational strengthening to national organizations incorporated within the mechanism;
- ✓ Report on progress against a set of agreed objectives;
- ✓ Assume financial and programmatic responsibility for the small grants mechanism;
- ✓ Compile a quarterly narrative and financial report on the small grants mechanism for inclusion in the Technical Secretariat reports to the Steering Committee.



## 8 Monitoring Framework And Evaluation

The Grant Coordinator (GC) will develop a Monitoring and Evaluation framework, to be agreed by the Project Board, and will monitor grantee performance ensuring that deficiencies are detected and addressed. The GC will also develop a detailed set of guidelines for grantee reporting, including financial reporting. These guidelines will also set criteria for additional disbursements.

The GC will manage the grantee relationships including the resolution of challenges to ensure timely and effective implementation of approved projects under this mechanism. In this regard the GC will provide periodic reports to the SSRDF and the Technical Secretariat on overall implementations and performance of grants. The GC will develop and oversee the organization and implementation of a Training of Trainers workshop to ensure that at State level, two Trainers are available to conduct workshops for grantees in financial management and financial reporting.

In accordance with the programming policies and procedures outlined in the UNDP User Guide, the project will be monitored through the following:

### ***Within the annual cycle:***

- On a quarterly basis, a quality assessment shall record progress towards the completion of key results, based on quality criteria and methods captured in the Quality Management table below.
- An Issue Log shall be activated in Atlas and updated by the Project Manager to facilitate tracking and resolution of potential problems or requests for change.
- Based on the initial risk analysis submitted a risk log shall be activated in Atlas and regularly updated by reviewing the external environment that may affect the project implementation.
- Based on the above information recorded in Atlas, a Quarterly Progress Reports (QPR) shall be submitted by the Project Manager to the Project Board through Project Assurance, using the standard report format available in the Executive Snapshot.
- a project Lesson-learned log shall be activated and regularly updated to ensure on-going learning and adaptation within the organization, and to facilitate the preparation of the Lessons-learned Report at the end of the project
- a Monitoring Schedule Plan shall be activated in Atlas and updated to track key management actions/events

### ***Annually:***

- Annual Review Report. An Annual Review Report shall be prepared by the Project Manager and shared with the Project Board and the Outcome Board. As minimum requirement, the Annual Review Report shall consist of the Atlas standard format for the QPR covering the whole year with updated information for each above element of the QPR as well as a summary of results achieved against pre-defined annual targets at the output level.
- Annual Project Review. Based on the above report, an annual project review shall be conducted during the fourth quarter of the year or soon after, to assess the performance of the project and appraise the Annual Work Plan (AWP) for the following year. In the last year, this review will be a final assessment. This review is driven by the Project Board and may involve other stakeholders as required. It shall focus on the extent to which progress is being made towards outputs, and that these remain aligned to appropriate outcomes.



Progress made towards achieving project outputs will be monitored by the results-oriented Monitoring and Evaluation Framework while day to day monitoring of the project will be the responsibility of the UNDP CPRU (Team Leader) with assistance from the focal point within the Team. Through the project assurance function, UNDP will monitor and evaluate the output and outcome indicators agreed upon through timely data collection from both routine and non-routine sources and regular monitoring missions to intervention areas.

UNDP and SSRDF will agree on a monitoring and evaluation plan for this Project Document, that will monitor performance against output indicators and the agreed workplan, giving details on indicator definitions and data sources, methodology and responsible persons involved at each stage of monitoring and evaluation effort.

Monitoring missions to the intervention areas will be included in the annual work plan submitted to the Project Board. Missions will be undertaken in line with existing CO programming events namely: annual work-planning and target setting exercise (January- February), mid-year programming reviews (July), and end line outcome evaluation of the project in addition to routine monitoring of key project performance indicators.

Critical reflections to improve actions through participatory technical review meetings with the implementing partner and grantees to compare performance against planned activities will be conducted. These meetings will examine the status of planned activities in the agreed period and identify implementation challenges and solutions including lessons learnt. The technical review meetings will create synergies within and between different grant arrangements, which will then be transferred to interventions.

In addition monthly, quarterly and annual reports will form the basis for assessing and steering performance of the project. The BRAC Project Manager is responsible for the preparation and timely submission of all relevant project reports. After the approval of the UNDP Management, reports will be provided to national and international partners and stakeholders as appropriate, including to the SRF Technical Secretariat and Steering Committee. Risks Log and Issues Logs will also be regularly updated in ATLAS and necessary measures taken to address the issues and risks.

A final report will be assembled on the basis of the Final Review Report template currently adopted by UNDP globally. Delivered within 3 months of project closure, the final report will focus on the extent to which progress has been made towards production of deliverables required to generate output and identification of project issues and their solutions. It will also document lessons learned. Any post review, evaluation or recommendations for next phases of the project will be discussed in the report based on which future intervention of UNDP in this field will be determined.

The project will be subject to independent audit on an annual basis and UNDP will arrange this. Other matters of financial accountability are shall be established in the Project Cooperation Agreement (PCA) signed between UNDP and BRAC.

## Quality Management for Project Activity Results

OUTPUT 1: Capacity Built		
<b>Activity Result 1 (Atlas Activity ID)</b>	Capacity built in planning and grants management	Start Date: Sept 09 End Date: March 2011
<b>Purpose</b>	Building capacity	
<b>Description</b>	Training.	
<b>Quality Criteria</b>	<b>Quality Method</b>	<b>Date of Assessment</b>
Improvement in planning among CBO	Assessments, audits, routine monitoring;	end of the quarter of implementation
<i>To be completed during project inception</i>		

OUTPUT 2: Funds Disbursed		
<b>Activity Result 1 (Atlas Activity ID)</b>	Funds Disbursed	Start Date: September 09 End Date: March 2011
<b>Purpose</b>	Implementation of small scale community projects	
<b>Description</b>	Disbursing funds to approved CBOs.	
<b>Quality Criteria</b>	<b>Quality Method</b>	<b>Date of Assessment</b>
Percentage of funds disbursed and utilized;	Assessments, audits, routine monitoring	End of Quarter
<i>To be completed during project inception</i>		

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## 9 Legal Context

This project document shall be the instrument referred to as such in Article 1 of the Standard Basic Assistance agreement (SBAA) between the Government of Sudan and UNDP, signed by the two parties on 24 October 1978 and ratified by the Government of Sudan on 2 January 1980.

Consistent with the Article III of the Standard Basic Assistance Agreement, 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.

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 project is being carried;
- b) Assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.

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 agreement.

The NGO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received pursuant to the Project Document 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>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.

The NGO will utilise 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 transferral of such Assets to local partners/final recipients of the Project on completion of the Project. Copies of the transfer titles will be attached to the final report.



**PROJECT BUDGET /ANNEX 3**

Project Title: Grants Coordinator Small Grants Mechanism  
 Implementing Agency: BRAC  
 Total Budget: USD 2.675 million

SI No	Particulars	Unit cost	Total Year 1		Q1Y1	Total Year 2		Q1Y2	Total Year 3		Q1Y3	Total Year 4		Q1Y4	Grand Total Y1 + Y2 + Y3
			July - Sept08	Yr-1	Jan - Mar 10	Q1Y2	July - Sept10	Yr 2	Oct - Dec 10	Yr 3	Jan - Mar 11	Yr 3			
	a Selection of PINGO	70	70											70	
	b Workshop on project proposal	70	70											70	
	c Financial Management Training	140		50	50									140	
	d Monitoring & reporting Training	70		30	30									70	
	e Grant paid to organization	70	10	20	20									50	
	<b>Capacity Building (Training)</b>														
	<b>Particulars</b>	<b>No of person/unit</b>	<b>Q4Y1</b>	<b>Total Year 1</b>	<b>Q1Y2</b>	<b>Q2Y2</b>	<b>Q3Y2</b>	<b>Q4Y2</b>	<b>Total Year 2</b>	<b>Q1Y3</b>	<b>Total Year 3</b>	<b>Q1Y4</b>	<b>Total Year 4</b>	<b>Grand Total</b>	<b>Y1 + Y2 + Y3</b>
	1.00 Salaries & Benefits	1.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	18,000.00	4,500.00	4,500.00	4,500.00	27,000.00		
	2.00 Program Manager (Expatriate)	2.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	6,300.00	25,200.00	6,300.00	6,300.00	6,300.00	37,800.00		
	3.00 Master Trainer (Expatriate)	0.15	1,620.00	1,620.00	1,620.00	1,620.00	1,620.00	1,620.00	6,480.00	1,620.00	1,620.00	1,620.00	9,720.00		
	4.00 Training & Workshop	100.00	7,000.00	7,000.00									7,000.00		
	5.00 PINGO Selection & Survey (USD 100 per PINGO)	70.00													
	6.00 Training and Workshop	70.00		12,600.00					12,600.00				12,600.00		
	7.00 Workshop on Project Proposal (USD 90 per day*2Day)	140.00		10,500.00	8,400.00	10,500.00	8,400.00		29,400.00				29,400.00		
	8.00 ToT on Financial Management (USD 70 per day*3 Day)	70.00		4,200.00	2,817.48	2,817.48	2,817.48		9,817.48				9,817.48		
	9.00 ToT on Monitoring & reporting (USD 70 per day*2 Day)	2.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	3,070.00	6,140.00	3,070.00	3,070.00	3,070.00	9,210.00		
	10.00 Training Materials/Manual Development Office and Training Center Operating Cost	1.00	1,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	12,000.00	3,000.00	3,000.00	3,000.00	18,000.00		
	HO Logistics and Management Support	0.15	3,823.50	6,868.50	4,768.50	3,995.62	2,313.00	17,945.62	17,945.62	2,313.00	2,313.00	2,313.00	24,082.12		
	<b>Total Cost for Capacity Building</b>		<b>29,313.50</b>	<b>52,658.50</b>	<b>36,558.50</b>	<b>30,633.10</b>	<b>17,733.00</b>	<b>137,583.10</b>	<b>17,733.00</b>	<b>17,733.00</b>	<b>17,733.00</b>	<b>17,733.00</b>	<b>184,629.60</b>		
	<b>Grant Administration</b>														
	8.00 Chief Technical Officer (Expatriate)	1.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	14,400.00	3,600.00	3,600.00	3,600.00	21,600.00		
	9.00 Internal Auditor (Expatriate)	1.00	2,880.00	2,880.00	2,880.00	2,880.00	2,880.00	2,880.00	11,520.00	2,880.00	2,880.00	2,880.00	17,280.00		
	10.00 Monitor (Local)	8.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00	28,800.00	7,200.00	7,200.00	7,200.00	43,200.00		
	Office Operating Cost	1.00	3,000.00	9,000.00	9,000.00	9,000.00	9,000.00	9,000.00	36,000.00	9,000.00	9,000.00	9,000.00	54,000.00		
	Traveling and Transportation	0.20	2,736.00	2,736.00	2,736.00	2,736.00	2,736.00	2,736.00	10,944.00	2,736.00	2,736.00	2,736.00	16,416.00		
	HO Logistics and Management Support	0.15	3,812.40	3,812.40	3,812.40	3,812.40	3,812.40	3,812.40	15,249.60	3,812.40	3,812.40	3,812.40	22,874.40		
	<b>Total Cost on Grant Administration</b>		<b>29,228.40</b>	<b>29,228.40</b>	<b>29,228.40</b>	<b>29,228.40</b>	<b>29,228.40</b>	<b>29,228.40</b>	<b>116,913.60</b>	<b>29,228.40</b>	<b>29,228.40</b>	<b>29,228.40</b>	<b>175,370.40</b>		
	11.00 Grants Paid (To 50 organizations)	50.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	350,000.00	1,400,000.00				1,750,000.00		
	12.00 Grants Paid (To 20 organizations)	20.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	200,000.00				250,000.00		
	<b>Total For Grant Fund</b>		<b>458,541.90</b>	<b>458,541.90</b>	<b>458,541.90</b>	<b>458,541.90</b>	<b>458,541.90</b>	<b>458,541.90</b>	<b>1,854,496.70</b>	<b>46,961.40</b>	<b>46,961.40</b>	<b>46,961.40</b>	<b>2,360,000.00</b>		
	<b>Disbursements to be made by UNDP</b>														
	12.00 SSRDF Cost	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	6,666.67	26,666.67	6,666.67	6,666.67	6,666.67	50,000.00		
	13.00 External Audit Fee & Other External Cost								40,000.00				40,000.00		
	<b>Total Disbursement by UNDP</b>		<b>6,666.67</b>	<b>6,666.67</b>	<b>6,666.67</b>	<b>6,666.67</b>	<b>6,666.67</b>	<b>6,666.67</b>	<b>66,666.67</b>	<b>6,666.67</b>	<b>6,666.67</b>	<b>6,666.67</b>	<b>140,000.00</b>		
	<b>Total Project direct cost</b>		<b>485,208.57</b>	<b>485,208.57</b>	<b>472,453.57</b>	<b>486,528.17</b>	<b>493,628.07</b>	<b>1,931,163.37</b>	<b>1,931,163.37</b>	<b>103,628.07</b>	<b>103,628.07</b>	<b>103,628.07</b>	<b>2,500,000.00</b>		
	UNDP Support cost (GMS)		32,564.60	32,564.60	33,071.75	32,656.97	34,553.96	135,181.44	135,181.44	7,253.96	7,253.96	7,253.96	175,000.00		
	<b>Total Project Budget</b>		<b>497,773.17</b>	<b>497,773.17</b>	<b>533,452.32</b>	<b>605,625.32</b>	<b>528,182.03</b>	<b>2,066,344.80</b>	<b>110,882.03</b>	<b>110,882.03</b>	<b>110,882.03</b>	<b>110,882.03</b>	<b>2,875,000.00</b>		

*bay*



Standard Request for Payment

Date: .....

**United Nations Development Programme  
Fund Management Unit (FMU)  
Sudan Recovery Fund -Southern Sudan (SRF-SS)  
House 7, Block 5, Gama'a Avenue  
P.O. Box 913  
Khartoum, Sudan**

Project Document Reference Number: <SRF-SSref. code \_\_\_\_\_>  
Name and address of the Recipient: <\_\_\_\_\_>  
Request for payment No.: <\_>

Dear Sir/Madam,

I hereby request payment of the <number of instalment> according to Article VIII of the Project Cooperation Agreement.

The amount requested according to Article VIII, does not exceed the pre-financing forecasted in Annex III – Project Budget – namely: <USD X,XXX,XXX.00> (=X IN WORDS X=>) covering Quarter no ( ) Year ( ).

Please find attached the following supporting documents as per Project Partnership Agreement: (include as applicable)

- > Quarterly Progress Report for the period(Q no.( ) Y no. ( ));  
starting period <XX Month/Year of XXXX>  
ending period: <XX Month/Year of XXXX>
- > Financial Report (Annex 4);
- > Final Report;
- > Audit report for the period (according to Article XII)  
starting period <XX Month/Year of XXXX>  
ending period: <XX Month/Year of XXXX>

The payment should be made to the bank account whose details are communicated in the form of Annex 6 and below:

BANK NAME: KENYA COMMERCIAL BANK LTD.  
BRANCH NAME: JUBA CODE:007  
ACCOUNT NUMBER: 007-402-300-279  
SWIFT CODE: KCBLKENX

Yours faithfully,

<=XXX Name/Title XXX=>



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

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).
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

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

1. The term of the present Agreement shall commence on **1 October 2009** and terminate on **31 March 2011**. The Project shall commence and be completed in accordance with the time-frame or schedule set out in the Project Document.
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.

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

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Programming Manual, which forms an integral part of the present Agreement.
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 and with the approval of the government coordinating authority.
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.
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.
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.

Requesting Person:	Date: Not required field for NGOs	Effective Date of Contract:	Previous Vendor/Staff Member Number
			IMIS Vendor ID: Not required field for NGOs
First Name / Last Name/Extension Not required field for NGOs		DD MM, Year	UN Index No:
<b>UN CONTRACT INFORMATION</b>			
<input type="checkbox"/> 100/200 <input type="checkbox"/> ALD <input type="checkbox"/> SSA <input type="checkbox"/> Service Contract <input type="checkbox"/> Meeting Participant <input type="checkbox"/> Fellow <input type="checkbox"/> United Nations Volunteer <input type="checkbox"/> Supplier			
<b>PERSON INFORMATION</b>			
Last Name Not required field for NGOs		Middle Name Not required field for NGOs	First Name Not required
Birth date (DD-MM-YYYY) Not required field for NGOs	Birth place (City, Country) Not required field for NGOs	Nationality Not required field for NGOs	Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>
Address Not required field for NGOs			
City, Not required field for NGOs		State/Province/County Not required field for NGO	
Country		Postal Code(Zip)	
E-mail Address Not required field for NGOs		Telephone Number: Not required field for NGOs Fax Number: Not required field for NGO	

<b>VENDOR INFORMATION (Complete this section for Vendor/Supplier Information)</b>			
Company Name: INSERT NAME OF THE NGO		Parent Company Name (if applicable)	Web Site URL: (if applicable)
MAIN Street Address REQUIRED FIELD		SECOND Street Address (please provide purpose of second address)	
City REQUIRED FIELD	State/Province/County REQUIRED FIELD	Postal Code REQUIRED	
		City REQUIRED FIELD	State/Province/ County REQUIRED FIELD
		Postal Code REQUIRED FIELD	Postal REQUIRED FIELD
Country REQUIRED FIELD		Country REQUIRED FIELD	
Contact Person (MAIN)	Phone	Fax	E-mail Address
Name: REQUIRED FIELD	REQUIRED FIELD	REQUIRED FIELD	REQUIRED FIELD
Title: REQUIRED FIELD	REQUIRED FIELD	REQUIRED FIELD	REQUIRED FIELD
Contact Person (SECOND)	Phone	Fax	E-mail Address
Name:			
Title:			

<b>BANKING INFORMATION (Complete this section for Bank Information)</b>			
Name of Banking Institute (e.g BENEFICIARY) REQUIRED FIELD		Branch Name REQUIRED FIELD	
Street Address REQUIRED FIELD			
City	State/Province	Country	Postal Code
REQUIRED FIELD	REQUIRED FIELD	REQUIRED FIELD	REQUIRED FIELD

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*Handwritten signature*

If your bank account is located within U.S.A – KINDLY USE BOX “A”		If your bank account is located outside U.S.A – KINDLY USE BOX “B” (NEXT PAGE)
A) Payment into a US Bank (Bank account located within U.S.A)		
PLEASE COMPLETE THE BANK TRANSWIRE CODE INFORMATION		
Bank ID Qualifier : REQUIRED FIELD	Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other REQUIRED FIELD	
Bank ID/Fed Wire/ABA No.: REQUIRED FIELD	Bank Account Number: REQUIRED FIELD	
SWIFT Address : REQUIRED FIELD	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
ACH Number (American Clearing House) REQUIRED FIELD Special Instructions (If applicable).		
B) Payment into a International Bank (Bank account located outside of U.S.A)		
PLEASE COMPLETE THE BANK TRANSWIRE CODE INFORMATION		
Bank ID Qualifier : REQUIRED FIELD	Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other Required field (PLEASE INDICATE)	
Local Clearing Code: REQUIRED FIELD	Bank Account Number: REQUIRED FIELD	
SWIFT Address (If available) REQUIRED FIELD	Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Special Instructions (If applicable, e.g. IBAN):. REQUIRED FIELD (not all countries have IBANcode)		
For samples of “Bank ID Qualifier” and “Local Clearing Code” please see attached instructions below		
INCOMPLETE OR ERRONEOUS INFORMATION WILL PREVENT FINAL CREDIT OF		

**Bank ID Number and account number**

Different formats are used to identify bank and accounts. It is the responsibility of the NGO to provide complete and unambiguous payment instructions. The formats used in several countries are

Country where account is located	Bank ID Qualifier	Bank ID (Defining Banks) Local Clearing Code	Description
USA	1	9-digit transit routing number. Exactly 9 numeric numbers w/check	ABA Routing Number
Canada	2	Exactly 3 numeric numbers.	Transit Number
Australia	3	Exactly 3 numeric numbers.	BSB Number
UK (Bank)	5	Exactly 6 numeric numbers (Sort	Sort Code
UK (Building)	11	Exactly 6 numeric numbers (Sort	Sort Code
Spain	6	Exactly 4 numeric numbers.	Spanish Bank Code
France	9	Exactly 5 numeric numbers.	Code Banque /
Germany	10	Exactly 8 numeric numbers.	BLZ Number
Switzerland	12	Exactly 6 numeric numbers.	SIC Number
Belgium	13	Exactly 3 numeric numbers.	Rekeningnummer
Japan	14	Exactly 4 numeric numbers.	
Norway	15	Exactly 4 numeric numbers.	Registernummer
Italy	16	Exactly 5 numeric numbers.	ABI and CAB

*[Handwritten signature]*

*[Handwritten signature]*

**Audit Report**

<To be completed on the auditor's headed paper>

Date .....

**United Nations Development Programme  
Fund Management Unit (FMU)  
Sudan Recovery Fund -Southern Sudan (SRF-SS)  
House 7, Block 5, Gama'a Avenue  
P.O. Box 913  
Khartoum, Sudan**

Project Document Reference Number: <SRF-SSref. code \_\_\_\_\_>  
Name and address of the Executing Agent: < \_\_\_\_\_>  
Name and address of Beneficiary: < \_\_\_\_\_>  
Period covered by the audit certificate: < \_\_\_\_\_>

Dear Sir/Madam,

We have been appointed by [name of NGO] to audit the grant contract funded by the Sudan Recovery Fund -Southern Sudan (SRF-SS) in accordance with Article XI of the Project Cooperation Agreement signed by United Nations Development Programme and [name of NGO].

We have audited the accompanying Statement of Expenditure ("the statement of expenditure"); Statement of Assets and Equipment ("the statement of assets and equipment "); the Statement of Cash Position ("the statement of cash position ") of the Sudan Recovery Fund -Southern Sudan (SRF-SS) project number [SRF-SSref. code] for the period [dd/mm/yyyy] to [dd/mm/yyyy] . The statement is the responsibility of the management of the project. Our responsibility is to express an opinion on the statements mentioned above based on our audit and to produce an accompanying management letter.

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 expenditure** presents fairly, in all material respects the expenditure of [*insert amount in US\$*] incurred by the project for the period [dd/mm/yyyy] to [dd/mm/yyyy] in accordance with UNDP accounting requirements.

In our opinion, **the statement of assets and equipment** presents fairly, in all material respects the inventory balance of the project amounting to [*insert amount in US\$*] as at [dd/mm/yyyy] in accordance with UNDP requirements.

In our opinion, **the statement of cash position** presents fairly, in all material respects the cash balance of the project amounting to [*insert amount in US\$*] as at [dd/mm/yyyy] in accordance with UNDP requirements.

This report is intended solely for the information and use of UNDP and the [name of NGO] and it includes the following annexes: a) the statement of expenditure; b) the statement of assets and equipment; c) the statement of cash position; d) the management letter e) the Terms of References in accordance with UNDP rules and regulations.

Date:  
ADDRESS

AUDITOR'S SIGNATURE

**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. A definition of audit opinions is provided in Annex 4 of the TOR



**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 VII (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 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.

### Article II. SERVICEABILITY/RECURRENT COSTS

- (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 III. GENERAL PROVISIONS

- (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, and 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 affected in compliance with UNDP Financial Regulations and Rules, the Procurement User Guide and the Asset Management User Guide.

### Article IV. VALIDITY

This Agreement shall become effective from the date indicated on the first page.

IN WITNESS THEREOF UNDP and the Recipient through their duly authorized representatives have signed this Agreement:

**FOR: [Name of NGO]**

**FOR :**

THE UNITED NATIONS  
DEVELOPMENT PROGRAMME

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*[Handwritten Signature]*  
Name: *[Handwritten Name]*  
Title: *Head of Office*  
Date: *7/10/2005*

*[Handwritten Signature]*

## **Annex 9: TOR for Small Grant Review Committee**

- 1.1. The Review Committee will have the following role and functions:
- 1.2. The Review Committee will approve project proposals for submission to the Inter Ministerial Appraisal Committee, and will be composed of the following members:
  - 1.2.1. A representative of the SSRDF, who will act as the chair of the Review Committee;
  - 1.2.2. A representative of the Local Government Board;
  - 1.2.3. A representative of the SRF Technical Secretariat;
  - 1.2.4. A representative of the National NGO Forum of South Sudan;
  - 1.2.5. The Grants Coordinator will be an ex-officio member of the Review Committee.
- 1.3. The Grants Coordinator will act as Secretariat for the Review Committee. The Grants Coordinator will also be responsible for ensuring that meetings take place on a regular basis and that minutes are prepared. The Grants Coordinator will also ensure that regular monitoring and evaluation of approved projects takes place.
- 1.4. The mandate of the Review Committee includes:
  - 1.4.1. Review and endorsement of NGO grant applications and project proposals submitted in summary form by the Grants Coordinator;
  - 1.4.2. Approve batches of projects submitted by applicant organisations for review and endorsement by IMAC;
  - 1.4.3. Review proposals to determine if proposed activities meet minimum requirements in terms of consistency with local government priorities and quality of inputs;
  - 1.4.4. Facilitate coordination between the SGW, line ministries and other government agencies relevant to the activities of the projects;
  - 1.4.5. Participate in the M&E arrangements of project implementation, including review of progress reports and financial reports, field monitoring and verification exercises;
  - 1.4.6. Review and monitor the framework for support to capacity building of the national organisations;
  - 1.4.7. Resolve any legal issues and mitigate risks that may emerge over access to services and project related assets.
  - 1.4.8. The Review Committee may instruct the GC on needed reference checks for selected applicants as and when appropriate.
  - 1.4.9. The Review Committee will also decide on all issues that might arise from the interpretation or application of eligibility criteria.

## Annex 10: Grant Eligibility

### 1. Organisations eligible to receive grants

- 1.5. The SRF-SS Small Grants Window will focus primarily on national organisations that are not already in receipt of donor financing or that focus on marginalized communities, communities with high levels of returnees or communities with significant instability.
- 1.6. Organisations shall meet the description of being groups organised for the purpose of providing a public benefit as distinct from organisations organized primarily to serve a mutual benefit. Only organisations organized for the purpose of providing a public benefit shall be eligible to receive grants. Eligible organisations shall otherwise be composed of a group of individuals and being voluntary, autonomous, non-profit and not engaged in partisan politics.
- 1.7. Organisations headed by women or where the majority of the membership comprises women, shall be given preferential treatment. Eligible organisations shall have at least two full-time staff members, one of whom should be female.
- 1.8. Eligible organisations shall have clear and durable links to the local community meant to benefit from the proposal and shall have secured, or are likely to secure, endorsement of the County Commissioner concerned.
- 1.9. Eligible organisations shall have a clear track record of earlier project implementation. Groups should provide descriptions of at least three projects that they were previously associated with.
- 1.10. Only organisations with registration certificates issued by either the Ministry of Legal Affairs and Constitutional Development (MoLACD), the Southern Sudan Relief and Rehabilitation Commission (SSRRC), or the County Commissioner, shall be eligible.
- 1.11. All organisations wishing to be eligible should have articles of association or documentation formally establishing the organisation with a clear description of objectives, membership and oversight arrangements.

### 2. Activities eligible for grant financing

- 2.1. Only activities and proposals that focus on the SRF key sectors, health, education, water and sanitation and agriculture, shall be eligible or activities that otherwise contribute clearly to early impact and tangible peace dividends for communities including livelihoods, shelter, income generation or basic necessities.
- 2.2. Otherwise, in order to be eligible, activities must:
  - 2.2.1. Focus on quick delivery and have clear and verifiable descriptions of beneficiaries;
  - 2.2.2. Should be relevant to communities historically underserved or specifically affected by insecurity or be relevant to communities affected by high levels of return, reintegration and other vulnerable groups;
  - 2.2.3. Describe clearly the involvement of the communities in the design, formulation and implementation of the proposals;
  - 2.2.4. Should have clear benefits for women and should clearly describe how women's concerns have been taken into account and how these concerns will be addressed through the project;
  - 2.2.5. Should clearly address the long-term strengthening of the involvement of communities in recovery and development activities.
  - 2.2.6. Activities should have a duration of not more than 18 months to ensure that with preparation time and reporting time, the full activity could be completed in 24 months.
- 2.3. Not eligible for financing are:





- 2.3.1. Activities concerned only or mainly with individual sponsorships for participation in workshops, seminars, conferences, congresses;
- 2.3.2. Ad hoc conferences: conferences can only be funded if they form part of a wider range of activities to be implemented in the life-time of the action. For these purposes, preparatory activities for a conference and the publication of the proceedings of the conference do not, in themselves, constitute such "wider activities";
- 2.3.3. Activities concerned only or mainly with individual scholarships for studies or training courses, or activities in the formal education sector (apart from primary and vocational education), except in special circumstances;
- 2.3.4. Activities which consist exclusively or primarily in capital expenditure, e.g. land, buildings, equipment and vehicles;
- 2.3.5. Activities which discriminate against individuals or groups of people on grounds of their gender, sexual orientation, religious beliefs or lack of them, or their ethnic origin;
- 2.3.6. Activities supporting political parties and proselytising activities.

### 3. Costs eligible for financing

- 3.1. Eligible for financing are direct costs that comply with the principles of sound financial management, in particular value for money and cost effectiveness and relate to costs incurred in delivering goods and services. All direct eligible costs shall in all cases be backed up by originals of supporting documents.
- 3.2. Subject to the above, eligible direct costs may include travel costs for personnel and other persons participating in the project; purchase or rental costs for equipment and supplies (new or used) directly relevant to the activities provided the prices of equipment correspond to market rates; cost of consumables; costs arising directly from the requirements of the contract (dissemination of information, evaluation specific to the project, audit, translation, printing, insurance, etc).
- 3.3. Organisations may include in their budget indirect costs related to overhead, provided these costs do not exceed 2% of the approved budget. Other support costs should be shown as direct costs and should not exceed 5%.
- 3.4. Not eligible for financing are costs related to: debts and provisions for losses or debts; interest owed; items already financed in another framework; purchases of land or buildings; currency exchange losses and taxes.

6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the NGO will communicate with the Government as necessary. 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 Resident Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under this Agreement unless otherwise agreed with the Parties and the Government.

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.

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

#### **Article V. Personnel Requirements**

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

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.

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.

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, handicapped status, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

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

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:

(a) The personnel shall be under the direct charge of the NGO, which functions with respect to the Project under the general guidance 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 other than the Government of Sudan or other authority external to UNDP;

(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;

(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 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.

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

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

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, and in consultation with the government coordinating authority. 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.

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 Sudan Recovery Fund -Southern Sudan (SRF-SS).

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.

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.

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.

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 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.



## **Article VIII. Financial and Operational Arrangements**

1. In accordance with the Project Budget (as included in Annex 3), UNDP has allocated and will make available to the NGO funds up to the maximum amount of **USD 2,360,000.00** (two million three hundred sixty thousand US dollars only). The first installment of **USD 458,541.90** (Four hundred fifty eighty thousand eight hundred five hundred forty one 90/100 US dollars only) will be advanced to the NGO within following the submission of a payment request in the form of (Annex 5) referred to this signed Agreement and accompanied by a financial report in the form of Annex 4. Subsequent installments will be advanced to the NGO quarterly, when the financial report (Annex 4) 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.
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.
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.
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.
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>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

## **Article IX. Maintenance of Records**

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 (as per details of ANNEX 1) and Project Budget (as per details of ANNEX 3). 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.

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.

#### **Article X. Reporting Requirements**

1. The NGO shall provide UNDP and the government coordinating authority with periodic reports on the progress, activities, achievements and results of the Project, as agreed between the Parties. As a minimum, the NGO shall prepare an annual progress report.

2. Financial reporting will be quarterly:

(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.

(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.

(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;

(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;

(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.

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 a final inventory of supplies and equipment.

#### **Article XI. Audit Requirements**

1. The NGO shall submit to the UNDP Resident Representative in Sudan a certified annual financial statement on the status of funds advanced by UNDP. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual audit plan prepared by UNDP Headquarters (Division of Audit and Performance Review) in consultation with the Parties to the Project. The audit shall be carried out by the auditors of the NGO or by a qualified audit firm, which will produce an audit report and certify the financial statement.

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 XII. Responsibility for Claims**



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 XIII. Security**

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 XIV. Suspension and Early Termination**

1. The Parties hereto recognize that the successful completion and accomplishment of the purposes of a technical cooperation 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 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.

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.

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.

6. The NGO may terminate the present Agreement only under point 5, above, of 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.

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.

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.

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.

#### **Article XV. Force majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, as defined in Article I, 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.

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.