### PROJECT DOCUMENT Tajikistan



Project Title: Engaging Communities to Access and Effectively Manage Drinking Water Supply System in rural Tajikistan

Project Number: 00115116

Start Date: November 20, 2018; End Date: November 20th, 2019; PAC Meeting date: 27.12.2018

### **Brief Description**

The proposed project aims to improve the governance and management structures associated with the supply of rural drinking water and sanitation in rural Laboba Village of Khatlon region in order to ensure the sustainable access to drinking water.

By the end of the project it is expected that 1,692 community residents of Laboba village in Kulyab district of Khatlon region will have access to safe and clean drinking water supply, thereby improving their daily water intake, hygiene and sanitation habits, and families will save time and resources they spend every day to carry water from long distances. Also, the project will increase the knowledge of 400 women in the target village on effective water usage and wastewater disposal in rural areas.

Contributing Outcome (UNDAF/CPD, RPD or GPD):

Outcome 6. Improved environmental protection, sustainable natural resources management, and increased access to alternative renewable energy. *Indicative Output(s) with gender marker*<sup>2</sup>:

Output 6.1. Government is provided with capacity building support to negotiate, ratify and implement major international conventions, transnational policy and legal frameworks on sustainable natural resources management GEN 2

Total resources required:	99,1	44
Total resources		
allocated:	UNDP TRAC:	
	Donor:	99,144
	Government:	
	In-Kind:	
Unfunded:		

ANNIN -

Agreed by (UNDP)

Vir. Jan Harfst, UNDA C

UNDR Country Director

Note: Adjust signatures as needed

28.12.2018

<sup>&</sup>lt;sup>2</sup> The Gender Marker measures how much a project invests in gender equality and women's empowerment. Select one for each output: GEN3 (Gender equality as a principle objective); GEN2 (Gender equality as a significant objective); GEN1 (Limited contribution to gender equality); GEN0 (No contribution to gender quality)

### **Development Challenge**

Given that Tajikistan enjoys abundant fresh water resources in its rivers, lakes and glaciers, yet, access to improved drinking water sources and sewerage system remains significantly low, compared to other Central Asian countries. And water and sanitation are among the most unequally distributed services in the country, particularly for rural residents and the poor, with little government investment in this infrastructure since the fall of the Soviet Union, especially in rural areas.

The institutional and management structure of water and sanitation sector is so complex and fragmented that that establishment and/or re-animation of service provision in this sector poses significant bureaucracies to improvement and sustainability. Limited consumer engagement and poor leadership and knowledge of local service providers curbs the facilitation of interaction between communities and WUAs, resulting in poor representation of cost-recoverable tariff system in water utilities and little clarity on collectively owned social infrastructure.

Recent estimates provided by the World Bank (2017) for Tajikistan put improved water supply access at 74% with national access to improved sanitation at 95%.

In 2017, nearly 5.7 million people in Tajikistan (of which 97% live in rural areas) do not have sewerage, and many are reliant on pit latrines. Even where sewerage is available, grey water is usually discharged into open drains. The rehabilitation of sewerage and treatment facilities has not been conducted over the past 20 years, and this has resulted in minimal wastewater treatment.

In small towns and rural areas, wastewater produced by households and industries is discharged into the soil and environment without treatment. About 70% of all infectious diseases in Tajikistan are intestinal and most of them water and hygiene related. This requires systems to be put in place – both hardware and software – to implement and sustain sanitation and sewage services, and hygiene behaviours.

Laboba village located in the north part of Kulyab city and administratively belongs to Dahana Jamoat of Kulyab city. In Laboba village there are 251 households, drinking water may be accessed only via 5 water points located near the surrounding households leaving over 90% of the people with no access to clean drinking water and sanitation. Water comes from the only existing borehole drilled in Soviet times (often malfunctioning). The capacity of the borehole was sufficient to serve the population, however following the collapse of Soviet Union, it fell off municipal control and started deteriorating. Currently, villagers (mainly women and children) regularly risk their health and safety drinking contaminated water. Due to limited number of water points within the village and absence of water source protection facility, the outbreak of water-borne diseases is high and women-headed households are affected (women are forced to await in long lines to fetch water in order to meet their household needs) and thus, report having water-related disputes and negative attitude from the neighbouring households. The proposed action seeks to improve this situation through the constructing of new, low maintenance water supply infrastructure (electric water pump and water meters), and engaging community members in the maintenance of the new system. Further, as communities also lack awareness of the importance of the hygienic management of water, water waste and contamination also threaten community health and safety within the target areas. The proposed action will work to educate communities on how to properly manage and conserve water resources, stemming waste and contamination and allowing for water produced to benefit the maximum number of people. Transparency of the action will be sustained through the installation of individual water meters which will ensure timely collection of water fees for operation and maintenance of DWSS confirming sustainable management of drinking water system.

### I. STRATEGY (1/2 PAGE - 3 PAGES RECOMMENDED)

The main objective of the joint program is to strengthen capacity of local communities and sate organization, which contributes to the UNDAF Outcome 6 – Improved environmental protection, sustainable natural resources management, and increased access to alternative renewable energy.

The activities of reconstruction of drinking water supply system of Laboaba village in Kulyab district to be implemented by UNDP will directly contribute to achievement of the following outcomes:

- Renew access to safe and sustainable drinking water supply for 1,692 rural people in Kulyab district;
- Enhance capacity and knowledge for transparent and accountable mechanism for water governance and water usage in rural areas;
- Contribute to implementation of national programme for drinking water supply and water sector reform programme, as whole;

UNDP support is based on the sound experience and comparative advantage in terms of established operational capacities for construction and rehabilitation of the rural water infrastructure addressing gender specific needs and sound experience in water and sanitation.

The project approach broadly building upon and institutionalising best practices while incorporating lessons learned from other UNDP interventions in the field of sustainable drinking water supply, this includes:

- Work at the grass-root level;
- Enhance capacity at the district level and train community-based organizations and construct water infrastructure;
- Work with communities and users, through State Unitary Communal Enterprise (SUCE) and village committee specifically targeting women as the main users of the systems, to increase and safe guard their access to WS&S services;
- Involve local authorities and local drinking water supply providers to ensure adequate drinking water supply.

The proposed project seeks to improve the lives of 1,692 residents of Laboba village in rural Khatlon region (Overall Objective) through the establishment of sustainable drinking water supply services and promotion of efficient water use and utilization among women in Laboba village (Specific Objective). Within the target village of 251 households, drinking water may be accessed only via 5 water points located near the surrounding households leaving over 90% of the people with no access to clean drinking water and sanitation services. Water comes from the only existing water point-borehole drilled in Soviet times (contaminated or malfunctioning). Villagers [mainly women and children] regularly risk their health and safety drinking contaminated water or spend hours trying to access water of unreliable quality. The proposed action will promote community ownership over the newly introduced DWSS and ensure that all community is aware of their right to access clean water, and that women are especially targeted to act as leaders in water management and conservation.

More specifically the following outputs will facilitate the successful implementation of the project:

### Output 1: Potential and technical capacities of existing water source are assessed along with current water use practices within the targeted community.

To ensure there is enough water available in aquafer of borehole hydrogeological survey will be conducted. Along the hydrogeological survey, hydrological survey will be conducted. The hydrological survey will assure that there is enough water available to feed the borehole aquafer. To ensure all population have regular access with limited electricity, topographical survey will be conducted. The result of the topographic survey will play important role for the designing of the system to ensure that there is sufficient pressure by gravity exists in the system

Output 2: Water Supply infrastructure and Water Meters are installed and functioning within each community ensuring safe access to clean water for all- By the end of the project it is expected that population, in target area will improve daily water intake, hygiene and sanitation habits through safe drinking water supply while families will save time and energy spent to carry water from long distances. The district municipality provided the borehole and installed the pump for the village, however, there is no water source protection facility, water tower with reservoir, delivery pipeline and distribution network connecting the borehole and households. Proposed intervention seeks to remedy this situation by installation of drinking water supply system which includes sanitary protected zone of the borehole, water tower with reservoir, water supply pipelines (main and distribution networks), water meter boxes with water meters. The total length of the main and distribution network is to be calculated by design institute. It is expected that in total 26 water meter boxes and 255 water meters will be installed.

Output 3: Target community, especially women are empowered to use and maintain newly introduced drinking water supply system and services in a sustainable way – Project will organize and conduct capacity building trainings for community members on women's engagement in water management and conservation. Community Awareness Campaigns on" best wastewater utilization" and promotion of improved sanitary and hygiene practices are conducted targeting women and drawing competition among village schoolchildren (250 schoolchildren) on water resources protection will be organized and conducted. This will ensure that the sanitary condition on household and community level improved on competition basis.

Therefore, more than 400 women in the village will enhance the knowledge of effective water usage and wastewater disposal which will be handed over from generation to generation. The signification reduction of conflicts between villagers over water will be maintained through increased knowledge on effective water use, hygiene practices and wastewater disposal for all women in Laboba. It is also expected that children will no longer be engaged in water collection and will be able to allocate their time to school activities.

Consumers have both rights, such as access to safe drinking water, and responsibilities, e.g. to pay water tariffs. In the framework of other UNDP projects in Tajikistan access to drinking water as a human right was enshrined in the Tajik legal system through the water legislation (Water Code of RoT, law "On drinking water and water supply" etc. However, communities must be empowered to self-advocate for improved service delivery with service providers and regulators which in its turn has positive impact to reduction of pressure to the drinking water supply infrastructure thus preventing early deterioration.

Project is targeting to reach SDG 6 by supplying safe drinking water to population of the Laboba village, SDG 3 with access to safe drinking water-borne diseases reduced and availability of water within target community significantly reduces the workload of women in Laboba village which contributes to SDG 5.

The project will significantly increase its focus on the rational use of scarce water resources among population with specific focus on schoolchildren. Also, through capacity building activities special attention will be given to sanitation subsector and on the role of consumers and communities in contributing to subsector sustainability. The principles of participation, transparency, accountability, effectiveness continue to guide our work at all levels of the project and in all components.

### II. RESULTS AND PARTNERSHIPS (1.5 - 5 PAGES RECOMMENDED)

### **Expected Results**

The expected impact of the proposed action is the following:

First, the facilitation of equitable access to clean water within target community, through the installation of DWS water metering systems, as well as mechanisms for protecting water source from contamination, will increase daily water intake and ensure that clean water is available/accessible all year to all segments of the target communities (1,692 individuals), with an emphasis on access for women. This result estimated to have positive impact to enrich SDG 6.

Second, a decrease in water waste and water contamination will result in more water for all communities and less risk of possible waterborne illnesses. Supplied water will be disposed in proper way and utilization of wastewater will be harmonized with nature. This will have positive impact to life extension of drinking water infrastructure, when amount of water per capita will be supplied accordingly. Overall mid-term impact results in significant reduction of water-borne diseases and negative impact of anthropogenic pressure to natural resources such as water and land. This result is expected to have direct contribution towards achieving SDG 3 where with availability of the safe drinking water, families no more suffer from water-borne diseases.

Third, availability of drinking water around the clock will enable local community to improve the sanitary and hygiene conditions on household level. It is expected that number of women having proper bath and kitchen facilities will be increased upon access to clean water. In addition, newly introduced mechanism will allow rural community to use water rationally and utilize water based on actual use and consumption and save money for their own needs. The rational use of the drinking water will be promoted by organization of capacity building activities targeting only women. Availability of the safe drinking water significantly reduces the workload of the women who currently bear the responsibility over the drinking water collection. Learning opportunities for women in Laboba village and access to public infrastructure for women paves the road to gender equality stated in the SDG 5.

These three levels of impact will improve the health of targeted communities, as well as decrease the environmental strain caused by the misuse and mismanagement of water resources.

Fourth, establishment of accountable and transparent water management system will help recover operation and maintenance costs for the drinking water supply system, thus ensuring sustainability of the project.

The **overall project impact** will be a behavioral change of local communities towards efficient use of drinking water and safe wastewater disposal.

### Resources Required to Achieve the Expected Results

The construction of drinking water supply as an important social infrastructure requires financial contribution. Total project financial resources equal to USD 99,144 which provided in the framework of the New World Program by Global Water Challenge. Along the financial means received from GWC, UNDP will mobilize human resources to design and plan project to achieve expected results. Local community will also be engaged for the installation of the drinking water supply system. The contribution of the community will be in the form of connecting the households from water meter boxes which includes digging tranches and laying individual water supply pipes.

### **Partnerships**

With respect to government, the project will respect the decision of Government and is prepared to work with the relevant subsector regulator and any other relevant and appointed bodies. At the local level, the primary partner will be the Hukumat of Kulyab district. In addition, the project will partner with Jamoat Dahana, Mahalla committee of rural Laboba village and local operator "Dahanakhizmatrason". Upon completion of the construction of the drinking water supply system it will be handed over to SUCE "Dahanakhizmatrason". This operator will ensure the further

operation and maintenance of the system. In Kulyab district in the framework of the other intervention Oxfam GB intends to support local operators which have been established by UNDP. While UNDP will deal with infrastructure component in the target village and will implement awareness rising campaigns on community level, Oxfam will enhance the capacity of the local operator. This will result in complex approach towards sustainable management of the drinking water access and operation and maintenance.

### Risks and Assumptions

The political and institutional environment in Tajikistan is complex and subject to unpredictable changes. Major political changes on country level has little negative impact to the implementation of the project. However, changes at the administration of local level considered as major risk and can occur certain gap for the timely implementation of the project activities. Also, disengagement of the district department of the education can be potentially considered as risk. In general risks and assumptions include but not limited to:

Risk Management Strategy
Maintenance of positive relationships with government actors, focus on issues that government agencies are interested in.
Maintenance of positive relationships with local community, including head of mahalla, local religious leaders, active members of the community
Involve gender expert and ensure the project deliverables on gender will address the specific needs of the target women
UNDP has a humanitarian response plan in place and is experienced in responding to natural disasters in Tajikistan

### Stakeholder Engagement

Taking into account the fact that, on a daily basis, women are dealing with water use at household level, women are a major stakeholder group in this project. Their engagement will be promoted by capacity building activities. In the absence of strong governmental presence within the rural community, the Mahalla Committee will act as the key governing structure within targeted community responsible for mobilizing communities, SUCE "Dahanakhizmatrason" will promote awareness raising regarding water waste and contamination, and contributing labour to the installation of DWSS (household connections and individual water meters). For strengthening the institutional capacity of drinking water management, local municipality will also be as a major stakeholder. At district level, the project will closely cooperate with local authorities (Jamoat, Hukumat, "Dahanakhizmatrason" local water operator organization) to ensure that project meets its goals and objectives.

More specifically followings expected from stakeholders:

Hukumat Authorities- issuing all necessary permits and decrees for timely implementation of the project;

Jamoat and Mahalla Committee- will be engaged for community mobilization and timely collection of the community contribution for the construction of the drinking water supply systems;

SUCE Dahanakhizmatrason- responsible for overall project implementation, regular meeting with target community for timely connecting of individual households to the DWSS.

### South-South and Triangular Cooperation (SSC/TrC)

Global Water Challenge supports this project in the framework of the New World-Inclusive Human Development initiative and similar projects are also implemented in other countries. In the framework of this project SSC/TrC will be promoted using New World Knowledge Management Portal This website is intended to serve as a single online location for all of New World-related projects. There is possibility to locate application resources, upload reports, download templates, access and share resources, and connect with other New World partners. It is expected that project achievements will be posted in this platform regularly. Also, on quarterly basis GWC hosts online discussions of the achievements among partnering countries and this online discussion will also be used as the exchange of information and experiences. This will give opportunity for building partnership and cooperation between the beneficiary countries particularly on effective and sustainable water supply and water governance.

### Knowledge

Each stage of project implementation will be documented and shared with stakeholders. All project related achievements will be shared through social media: UN web pages (<a href="www.undp.ti">www.undp.ti</a>, <a href="www.undp.ti">www.undp.ti</a>, <a href="www.facebook.com">www.facebook.com</a>). A Number of awareness raising activities will be implemented with particular attention given to women and schoolchildren participation.

Publication materials (brochures, leaflets) will be developed and widespread among the target population of target village. Also, for capacity building activities handout materials on specific topics such as safe management of waste water in rural areas, efficient use of drinking water and etc. it is planned to develop and distribute among participants of trainings.

During the project implementation there will be a number of trainings modules developed on efficient use of drinking water, safe wastewater disposal, hygiene and sanitation among schoolchildren. These training materials and handouts will be widely shared.

### Sustainability and Scaling Up

To ensure maximum level of sustainability UNDP will promote application of community-based water management, better knowledge of efficient water use and proper wastewater disposal practices among community members (especially women). For successful functioning of drinking water supply system, tariff methodology and proper mechanisms for ensuring transparency and accountability of service provision will be introduced. Installation of water meters will help ensure transparency and accountability and help recover operation and maintenance costs for the drinking water supply system, thus ensuring sustainability of the project.

Better and greater involvement of women in decision making processes related to drinking water and sanitation will be sought.

The project will emphasize sustainability of the project by complex approach which includes but not limited to:

- (i) Financial stability- For successful functioning of drinking water supply system, tariff methodology and proper mechanisms for ensuring transparency and accountability of service provision will be introduced. Installation of water meters will help ensure transparency and accountability and help recover operation and maintenance costs for the drinking water supply system, thus ensuring sustainability of the project.
- (ii) economic sustainability- families will be supplied with clean drinking water and this will significantly reduce water borne illnesses. Families will be able to save money for overcoming consequences of water borne illnesses;
- (iii) institutional sustainability- DWSS will be handed over to State Unitary Communal Enterprise "Dahanakhizmatrason" and technical capacity of the local operator will be enhanced which will lead to improved drinking water supply service delivery;

Project will run community-based campaigns on improving sanitary and hygiene practices. Several options of safe waste water disposal using locally available resources will be introduced to families and in the end of the project families who applied safe wastewater disposal facilities will be awarded by sanitary equipment necessary for daily use (water heaters, sinks and etc.). The similar campaign will be promoted among schoolchildren on water resources protection. The drawing competition among schoolchildren will be organized, by the end of the project the drawing competition will be evaluated by locally set commission and the winners awarded (books, notebooks etc.).

To ensure more people benefit from the outcomes of the project, achievements will be regularly presented to TajWSS Network which is leaded by Oxfam in the framework of the TajWSS project implemented by Oxfam and UNDP. This platform provides opportunity that project experience scaled up in the other regions of the country by members of the network.

### III. PROJECT MANAGEMENT (1/2 PAGES - 2 PAGES RECOMMENDED)

### Cost Efficiency and Effectiveness

The rationale for implementation of intervention is to increase the utilization of good practices and lessons learned from the previous experiences of UNDP in water and sanitation sectors. Project core resources economically justified, and project aims to apply principles of increasing the value of outcomes. To ensure the efficiency and effectiveness of the resources project will conduct value for money analysis of each interventions by UNDP SOP during the implementation. Since institutional arrangement on water governance is in place in the target area, there is no need to create water management organization and this leads to the fact that with minimum resources the coverage of families to access clean drinking water is high. To ensure sustainable drinking water supply system is constructed UNDP will use the newly released Construction Norms and Standards (SNIP) for construction of the drinking water supply system in rural areas, it is expected that application of updated SNIP will lead to reduction of the capital costs for the construction of drinking water supply infrastructure. Installation of individual water meters will lead to the efficient water use thus enabling families to save family budget.

### Project Management

UNDP is the implementing agency and responsible for the overall management and coordination of the project. UNDP will maintain the existing management structure of TajWSS Phase III project and UNDP's Area Office in Kulyab.

The overall lead for UNDP would be the TajWSS Project Manager, with back up and support from the wider UNDP management and advisory support structure. This includes line management of Energy and Environment Program of UNDP in Tajikistan and Program Unit of UNDP Country Office. As UNDP is a large and wide-reaching organization, there is also a standing advisory team of experts available in various aspects of water and sanitation engineering, in public health, gender, in monitoring and evaluation, in community mobilisation, policy advocacy etc. The UNDP team will be based in the existing premises of UNDP in Dushanbe — and for the elements in Khatlon, in Kulyab area office as well.

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## IV. RESULTS FRAMEWORK

Intended Outcome as stated in the UNDAF/Country [or Global/Regional] Programme Results and Resource Framework:

Water, Sustainable Environment and Energy

Outcome indicators as stated in the Country Programme [or Global/Regional] Results and Resources Framework, including baseline and targets:

Outcome 6. Improved environmental protection, sustainable natural resources management, and increased access to alternative renewable energy

Output 6.1. Government is provided with capacity building support to negotiate, ratify and implement major international conventions, transnational policy and legal frameworks on sustainable natural resources management (including climate change, water management and biodiversity). Applicable Output(s) from the UNDP Strategic Plan: Sustainable Development Pathways, Outcome 1: Inclusive and sustainable growth and development; Output 1.3. Sustainable management of natural capital.

Project title and Atlas Project Number:

Engaging Communities to Access and Effectively Manage Drinking Water Supply System in rural Tajikistan

Atlas Project Number: 00115560

EXPECTED OUTPUTS	OUTPUT INDICATORS <sup>3</sup>	DATA	BASELINE	LINE	TARGETS (by frequency of data collection)	ction)	DATA COLLECTION
		SOURCE	Value	Year	Year 1	FINAL	METHODS & RISKS
Output 1: Potential and 1.1 Engineering technical capacities of (hydrological, existing water source are assessed along with topographic) current water use conducted; practices within the targeted community.	1.1 Engineering surveys (hydrological, and hydrogeological and topographic) surveys conducted;	No assessme nt for the village water source is currently available.	Number of people having access to drinking water	2018	reports on hydrogeological hydrological and topographic surveys prepared		reports

<sup>&</sup>lt;sup>2</sup> UNDP publishes its project information (indicators, baselines, targets and results) to meet the International Aid Transparency Initiative (IATi) standards. Make sure that indicators are S.M.A.R.T. (Specific, Measurable, Attainable, Relevant and Time-bound), provide accurate baselines and targets underpinned by reliable evidence and data, and avoid acronyms so that external audience clearly understand the results of the project.

<sup>3</sup> It is recommended that projects use output indicators from the Strategic Plan IRRF, as relevant, in addition to project-specific results indicators. Indicators should be disaggregated by sex or for other targeted groups where relevant.

	1.2 Design and estimate costs of the DWSS developed;		No data	2018	design and estimate costs of the project approved by respective stakeholders of Kulyab city	drawings and BoQ submitted
	1.3 Community contribution in cash and in kind mobilized;		No data	2018	2,000 USD as community contribution collected	Household survey
Output 2: Water Supply infrastructure and Water Meters are installed and functioning within each community ensuring safe access to clean water for all.	2.1 Drinking water supply system including water reservoir with capacity of 25m3, inter-village supply network and 251 water meters are installed and functioning	Baseline survey	T-	2018	By the end of project, 251 water meters installed and functioning; By the end of project, 1,692 population (including 813 women) have regular access to safe drinking water.	Joint state commission acts Household survey
Output 3: Target community, especially women are empowered to use and maintain newly introduced drinking water senals	3.1 Technical passport of the system received, and system handed over to SUCE "Dahanakhizmatrason";	Baseline survey	No data	2018	The ownership of the newly constructed DWSS is in place; 400 women from Laboba benefit from capacity building activities	Handing over protocol
Jacon	3.2 By the end of project at least 400 women benefited from the capacity building activities on Gender and Water.		Number training participant			

# . MONITORING AND EVALUATION

In accordance with UNDP's programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans: [Note: monitoring and evaluation plans should be adapted to project context, as needed]

### Monitoring Plan

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Monitoring Activity	Purpose	Frequency	Expected Action	(if joint)	(if any)
Track results progress	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Quarterly, or in the frequency required for each indicator.	Slower than expected progress will be addressed by project management.		
Monitor and Manage Risk	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with UNDP's audit policy to manage financial risk.	Quarterly	Risks are identified by project management and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.		
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	At least annually	Relevant lessons are captured by the project team and used to inform management decisions.		
Annual Project Quality Assurance	The quality of the project will be assessed against UNDP's quality standards to identify project strengths and weaknesses and to inform management decision making to improve the project.	Annually	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.		
Review and Make Course Corrections	Internal review of data and evidence from all monitoring actions to inform decision making.	At least annually	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.		
Project Report	A progress report will be presented to the Project Board and key stakeholders,	Annually, and at the end of the			

consisting of progress data showing the project (final results achieved against pre-defined annual report) targets at the output level, the annual project quality rating summary, an updated risk long with mitigation measures, and any evaluation or review reports prepared over the period.	
	Project Review (Project Board)

### VI. LEGAL CONTEXT

[NOTE: Please choose <u>one</u> of the following options, as applicable. Delete all other options from the document]

### Option a. Where the country has signed the Standard Basic Assistance Agreement (SBAA)

This project document shall be the instrument referred to as such in Article 1 of the Standard Basic Assistance Agreement between the Government of (country) and UNDP, signed on (date). All references in the SBAA to "Executing Agency" shall be deemed to refer to "Implementing Partner."

This project will be implemented by [name of entity] ("Implementing Partner") in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

### Option b. Where the country has NOT signed the Standard Basic Assistance Agreement (SBAA)

The project document shall be the instrument envisaged and defined in the <u>Supplemental Provisions</u> to the Project Document, attached hereto and forming an integral part hereof, as "the Project Document".

This project will be implemented by [name of entity] ("Implementing Partner") in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

### Option c. For Global and Regional Projects

This project forms part of an overall programmatic framework under which several separate associated country level activities will be implemented. When assistance and support services are provided from this Project to the associated country level activities, this document shall be the "Project Document" instrument referred to in: (i) the respective signed SBAAs for the specific countries; or (ii) in the <u>Supplemental Provisions to the Project Document</u> attached to the Project Document in cases where the recipient country has not signed an SBAA with UNDP, attached hereto and forming an integral part hereof. All references in the SBAA to "Executing Agency" shall be deemed to refer to "Implementing Partner."

This project will be implemented by [name of entity] ("Implementing Partner") in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

### VII. RISK MANAGEMENT

[NOTE: Please choose <u>one</u> of the following options that corresponds to the implementation modality of the Project. Delete all other options.]

### Option a. Government Entity (NIM)

- Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the
  responsibility for the safety and security of the Implementing Partner and its personnel and property, and
  of UNDP's property in the Implementing Partner's custody, rests with the Implementing Partner. To this
  end, the Implementing Partner 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;
  - assume all risks and liabilities related to the Implementing Partner'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. Fallure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the Implementing Partner's obligations under this Project Document.
- 3. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no 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/sc/committees/1267/ag sanctions list.shtmi.
- Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
- 5. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.
- All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any
  programme or project-related commitments or compliance with the UNDP Social and Environmental
  Standards. This includes providing access to project sites, relevant personnel, information, and
  documentation.
- 7. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or using UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.
- 8. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.
- 9. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP projects and programmes. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner's (and its consultants', responsible parties', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.
- 10. The signatories to this Project Document will promptly inform one another in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.
  - Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.
- 11. Choose one of the three following options:

Option 1: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery

of such amount by UNDP shall not diminish or curtail the Implementing Partner's obligations under this Project Document.

Option 2: The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

<u>Note</u>: The term "Project Document" as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

- 12. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
- 13. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
- 14. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled "Risk Management" are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled "Risk Management Standard Clauses" are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.

### Option b. UNDP (DIM)

- UNDP as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
- 2. UNDP as the Implementing Partner will undertake all reasonable efforts to ensure that none of the [project funds]<sup>4</sup> [UNDP funds received pursuant to the Project Document]<sup>5</sup> 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 <a href="http://www.un.org/sc/committees/1267/aq sanctions list.shtml">http://www.un.org/sc/committees/1267/aq sanctions list.shtml</a>. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.
- 3. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
- 4. UNDP as the Implementing Partner will: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and

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<sup>&</sup>lt;sup>4</sup> To be used where UNDP is the Implementing Partner

<sup>&</sup>lt;sup>5</sup> To be used where the UN, a UN fund/programme or a specialized agency is the Implementing Partner

timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.

- All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.
- 6. UNDP as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor and sub-recipient:
  - a. Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of UNDP's property in such responsible party's, subcontractor's and sub-recipient's custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:
    - 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;
    - ii. assume all risks and liabilities related to such responsible party's, subcontractor's and sub-recipient's security, and the full implementation of the security plan.
  - b. 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 the responsible party's, subcontractor's and sub-recipient's obligations under this Project Document.
  - c. Each responsible party, subcontractor and sub-recipient will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, subcontractors and sub-recipients in implementing the project or programme or using the UNDP funds. It will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.
  - d. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to each responsible party, subcontractor and sub-recipient: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. Each responsible party, subcontractor and subrecipient agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.
  - e. In the event that an investigation is required, UNDP will conduct investigations relating to any aspect of UNDP programmes and projects. Each responsible party, subcontractor and sub-recipient will provide its full cooperation, including making available personnel, relevant documentation, and granting access to its (and its consultants', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with it to find a solution.
  - f. Each responsible party, subcontractor and sub-recipient will promptly inform UNDP as the Implementing Partner in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where it becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, each responsible party, subcontractor and sub-recipient will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). It will provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

g. Choose one of the three following options:

Option 1: UNDP will be entitled to a refund from the responsible party, subcontractor or subrecipient of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail any responsible party's, subcontractor's or sub-recipient's obligations under this Project Document.

Option 2: Each responsible party, subcontractor or sub-recipient agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Project Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP will be entitled to a refund from the responsible party, subcontractor or subrecipient of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement.

Where such funds have not been refunded to UNDP, the responsible party, subcontractor or sub-recipient agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

**Note:** The term "Project Document" as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

- h. Each contract issued by the responsible party, subcontractor or sub-recipient in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from it shall cooperate with any and all investigations and post-payment audits.
- i. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project or programme, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
- j. Each responsible party, subcontractor and sub-recipient shall ensure that all of its obligations set forth under this section entitled "Risk Management" are passed on to its subcontractors and sub-recipients and that all the clauses under this section entitled "Risk Management Standard Clauses" are adequately reflected, mutatis mutandis, in all its subcontracts or sub-agreements entered into further to this Project Document.

### Option c. CSO/NGO/Non-UN or other IGO with no signed SBEAA with UNDP

- Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the
  responsibility for the safety and security of the Implementing Partner and its personnel and property, and
  of UNDP's property in the Implementing Partner's custody, rests with the Implementing Partner. To this
  end, the Implementing Partner 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;
  - assume all risks and liabilities related to the Implementing Partner'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 the Implementing Partner's obligations under this Project Document and the Project Cooperation Agreement between UNDP and the Implementing Partner<sup>6</sup>.

- 3. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no 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 <a href="http://www.un.org/sc/committees/1267/ag\_sanctions">http://www.un.org/sc/committees/1267/ag\_sanctions</a> list.shtml.
- Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
- 5. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.
- All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any
  programme or project-related commitments or compliance with the UNDP Social and Environmental
  Standards. This includes providing access to project sites, relevant personnel, information, and
  documentation.
- 7. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or using the UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.
- 8. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.
- 9. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP programmes and projects. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner's (and its consultants', responsible parties', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.
- The Implementing Partner will promptly inform UNDP in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

11. Choose one of the three following options:

Option 1: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner's obligations under this Project Document.

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<sup>&</sup>lt;sup>6</sup> Use bracketed text only when IP is an NGO/IGO

Option 2: The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

<u>Note</u>: The term "Project Document" as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with the Implementing Partner, responsible parties, subcontractors and sub-recipients.

- 12. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
- 13. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
- 14. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled "Risk Management Standard Clauses" are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled "Risk Management" are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.

### Option d. UN Agency other than UNDP, and IGO with signed SBEAA with UNDP

- 1. [Name of UN Agency/IGO] as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
- 2. [Name of UN Agency/IGO] as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor and sub-recipient that is not a UN entity:
  - a. Consistent with the Article III of the SBAA [or the Supplemental Provisions to the Project Document], the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of [Name of UN Agency/IGO]'s property in such responsible party's, subcontractor's and sub-recipient's custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:
    - i. 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;
    - ii. assume all risks and liabilities related to such responsible party's, subcontractor's and sub-recipient's security, and the full implementation of the security plan.
  - b. [Name of UN Agency/IGO] 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 the

responsible party's, subcontractor's and sub-recipient's obligations under this Project Document.

- 3. [Name of UN Agency/IGO] agrees to undertake all reasonable efforts to ensure that none of the [project funds]<sup>7</sup> [UNDP funds received pursuant to the Project Document]<sup>8</sup> 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 <a href="http://www.un.org/sc/committees/1267/ag\_sanctions\_list.shtml">http://www.un.org/sc/committees/1267/ag\_sanctions\_list.shtml</a>.
- 4. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
- 5. The Implementing Partner shall: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.
- 6. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.
- 7. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the project or programme or using the UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.
- 8. [This text should be included when the Implementing Partner is a non-UN IGO: The requirements of the following documents, then in force at the time of signature of the Project Document, apply to the Implementing Partner: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at <a href="https://www.undp.org">www.undp.org</a>.]
- 9. [This text should be included when the Implementing Partner is a non-UN IGO: In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP projects or programmes. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner's (and its consultants', responsible parties', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.]
- 10. The Implementing Partner and UNDP will promptly inform one another in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

11. Choose one of the three following options:

Option 1: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in

<sup>&</sup>lt;sup>7</sup> To be used where UNDP is the Implementing Partner

B To be used where the UN, a UN fund/programme or a specialized agency is the Implementing Partner

accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner's obligations under this Project Document.

Option 2: The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

Option 3: UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Project Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of the Project Document.

<u>Note</u>: The term "Project Document" as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Project Document, including those with responsible parties, subcontractors and sub-recipients.

- 12. Each contract issued by the Implementing Partner in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
- 13. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
- 14. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled "Risk Management Standard Clauses" are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled "Risk Management" are included, mutatis mutandis, in all sub-contracts or sub-agreements entered into further to this Project Document.

### VIII. ANNEXES

1. Project Quality Assurance Report;