UN WOMEN PARTNER AGREEMENT

Note to UN Women users: When and how to use this Partner Agreement template

PLEASE NOTE THAT PARTNER AGREEMENTS MUST BE GENERATED THROUGH THE PARTNER AND GRANTS AGREEMENT MANAGEMENT SYSTEM ON OneApp. THIS TEMPLATE IS FOR TRAINING AND INFORMATION PURPOSES ONLY.

1. This Partner Agreement template must be used when entering into agreements for the full or partial implementation of a UN Women programme or project with an Implementing Partner (IP) or with a Responsible Party (RP). For the purposes of this Partner Agreement, both IPs and RPs are called Partners. This Partner Agreement template is not to be used in circumstances in which a Small Grant Agreement should be used. Please see the Small Grants Policy and Procedure for this purpose.

2. The Partners may be: (1) government entities; (2) non-UN inter-governmental organizations; and, (3) registered Civil Society Organizations (CSO), which means Non-State, not-for-profit, voluntary entities formed by people in the social sphere that are separate from the State and the market. CSOs represent a wide range of interests and ties. The definition of CSOs includes but is not limited to community-based organizations (CBOs), non-governmental organizations (NGOs), youth-led organizations, LGBTI organizations, faith-based organizations and academic institutions but the definition of CSOs does not include business or for-profit associations. If the Partner is a UN Agency, this Partner Agreement should not be used and the UN to UN agreement template should be used instead.

3. The UN Women user must ensure that a project document, which in this context is called a Partner Project Document is attached to the agreement. The UN Women user must ensure that the Partner Project Document contains all relevant information relating to the Partner Agreement for example: (1) a detailed description of the work to be provided; (2) a detailed description of the parties' responsibilities; (3) the expected outputs and outcomes; (4) the work plan; (5) the budget; and, (6) the installment schedule setting out schedule of proposed payments to the Partner. For IPs, the Partner Project Document is the UN Women approved Project Document that is counter-signed by the IP. For RPs, the Partner Project Document can be: (a) the Call for Proposal (CFP) together with the proposal, used to select and engage the Partner; or (b) if there is no CFP, the UN Women Terms of Reference (TOR) prepared by UN Women used to select and engage the Partner, and the proposal submitted in response to the TOR. Whatever option applies, the UN Women user must ensure that such document contains all the relevant information mentioned in (1) to (6) above.

4. The Partner Agreement consists of the following parts: (1) the agreement document; (2) ST/SGB/2003/13 "Special measures for protection from sexual exploitation and abuse" (Annex 1); (3) the UN Women General Terms and Conditions for Partner Agreements ("GTCs") (Annex 2); (4) Donor Specific Conditions meaning any conditions under which UN Women has accepted contributions relevant to this Partner Agreement (the UN Women user should check all donor agreements, which are funding sources for the Partner Agreement, and ensure that any conditions which UN Women is required to impose on Partners are reflected in an annex to this Partner Agreement. The EC is an example of this) (Annex 3); (5) Partner Project Document (Annex 4); (6) the FACE Form (Annex 5); (7) the Progress Report Form (Annex 6); and (8) Special Terms and Conditions for Partners Performing Grant-Making Work (Annex 7). All these documents together form the Partner Agreement between the parties. The GTCs are annexed as part of this document. All other attachments can be found on the PPG Intranet site. Annex 3 is applicable in cases when donor specific conditions apply. Annex 7 is applicable when the Partner is performing Grant-Making Work. Please note that engaging a Partner to perform Grant-Making work requires that UN Women: (a) has decided to outsource the management of grants to a Partner as outlined in the Programme Formulation Policy; (b) has selected a Partner to perform Grant-Making Work as outlined in the Procedure for Selecting Programme Partners; and (c) has incorporated a description of the Grant-Making Work into the Partner Project Document.

5. Changes to the text of this template may be made solely if fully justified and with the prior written approval of the Director of the Division of Management and Administration after clearance by the Legal Office at HQ. Absolutely no changes, deletions or revisions may be made in the text of the ST/SGB/2003/13 (Annex 1) or the GTCs (Annex 2).

6. Two original copies are signed. One copy is retained by the UN Women office entering into the Partner Agreement and one by the Partner.

7. The signed Partner Agreement and all the annexes must be uploaded onto the Partner and Grants Agreement Management System platform (OneApp) on the UN Women Intranet.

8. After the Partner Agreement has been signed, any amendments (please note that the ST/SGB/2003/13 and the GTCs cannot be amended) must be made in writing in accordance with Article 19.0 of the GTCs. Please number each amendment to keep

track of how many amendments have been made and describe clearly the change to the agreement. Please note that amendments cannot be made retroactively after the Partner Agreement has ended. In those cases, a new agreement will have to be concluded. Please remember amendments are generated through the Partner and Grants Agreement Management System and signed amendments must be uploaded to the System when they are signed.

PARTNER AGREEMENT

This Partner Agreement (the "Agreement") is between the United Nations Entity for Gender Equality and the Empowerment of Women, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations, with Headquarters at 220 East 42nd Street New York, NY 10017 ("UN Women") and [Full name and address of partner and legal registration number], (the "Partner").

UN Women and the Partner hereinafter collectively referred to as the Parties and individually also as a Party.

UN Women has been entrusted by its donors with certain resources that can be allocated for the implementation of its programmes and UN Women is accountable to its donors and its Executive Board for the proper management of these resources.

UN Women is willing to make resources available to engage the Partner to contribute to the implementation of UN Women's programmes by performing the Work and achieving the Results.

The Parties therefore agree as follows:

ARTICLE I
DEFINITIONS

In this Agreement:

"Direct Costs" mean costs that can easily be connected and traced to the implementation of the Work. For example, if an employee or consultant is hired to work on the implementation of the Work, either exclusively or for an assigned number of hours, their labor on the implementation of the Work is a direct cost.

"Donor Specific Conditions" mean the conditions requested by a donor when making a contribution for the Work to UN Women, which are required to be imposed on the Partner, and accepted by UN Women.

"FACE Form" means the Funding Authorization and Certificate of Expenditure Form attached to this Agreement. The FACE Form is used for (i) requests for cash advances, direct payments or reimbursements and (ii) financial reporting by the Partner.

"Fraud" is any act or omission whereby an individual or entity knowingly misrepresents or conceals a material fact (i) in order to obtain an undue benefit or advantage for himself, herself, itself, or a third party, and/or (ii) in such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment.

"Grant-Making Work" means such work and activities relating to the management of grants outsourced to the Partner as described in the Partner Project Document. Grant-Making Work may be one component of a broader project, or the sole purpose of the project. Grant-Making Work may also include project design, project management and grant administration, monitoring and evaluation.

"Partner Authorized Official" means the person or persons appointed by the Partner to be its focal point for this Agreement with the authority to and ability to respond to all questions from UN Women and authorized to sign the FACE Forms and Progress Report Forms and other funding authorization forms. In addition, the Partner Authorized Official is authorized to sign the written statement set forth in Article V, section 5 (c).

"Partner Project Document" means the document describing in detail the Work, the Parties' responsibilities, the expected Results including the work plan, the budget and the installment schedule. The Partner Project Document is the basis for requesting, committing and disbursing funds to carry out the Work and for monitoring and reporting.

"Progress Report Form" means UN Women's standard form for progress reports attached to this Agreement.

"Property" means equipment, supplies, non-expendable materials and other property either provided by UN Women to the Partner for the purposes of this Agreement or purchased by the Partner with the funding provided by UN Women under this Agreement.

"Results" mean the outcomes and outputs described in the Partner Project Document.

"Sexual Abuse" has the same meaning as set forth in ST/SGB/2003/13, in which it is defined as follows: "the actual or threatened physical intrusion of a sexual nature, whether by force or unequal or coercive condition."

"Sexual Exploitation" has the same meaning as set forth in the "Special measures for protection from sexual exploitation and sexual abuse" ("ST/SGB/2003/13"), in which it is defined as follows: "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from sexual exploitation of another."

"Support Costs" mean those indirect costs that are incurred to operate the Partner as a whole or a segment thereof and that cannot be easily connected or traced to implementation of the Work, i.e., operating expenses, overhead costs and general costs connected to the normal functioning of an organization/business, such as cost for support staff, office space and equipment that are not Direct Costs.

"Support Cost Rate" means the flat rate at which the Partner will be reimbursed by UN Women for its Support Costs, as set forth in the Partner Project Document and not exceeding a rate of 8% or the rate set forth in the Donor Specific Conditions, if that is lower. The flat rate is calculated on the eligible Direct Costs.

"Work" means the activities, work and services to be performed by the Partner as set forth in this Agreement including Grant-Making Work.

ARTICLE II
AGREEMENT DOCUMENTS

1. This Agreement consists of the following documents:

   (a) This agreement document;

   (b) ST/SGB/2003/13 "Special measures for protection from sexual exploitation and sexual abuse" (Annex 1);

   (c) The General Terms and Conditions for Partner Agreements (Annex 2);

   (d) Donor Specific Conditions, as applicable (Annex 3);

   (e) The Partner Project Document (Annex 4)**;**

   (f) The Face Form (Annex 5);

   (g) The Progress Report Form (Annex 6);

   (h) Special Terms and Conditions for Partners Performing Grant-Making Work, as applicable (Annex 7).

2. The documents listed under section 1 above, form an integral part of this Agreement. All parts of the Agreement are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event of any conflict, discrepancy, error or omission among any parts of the Agreement, either Party shall immediately notify the other Party. The Parties shall in good faith consult and decide how to remedy such conflict, discrepancy, error or omission including if necessary, making the required amendment to this Agreement.

3. If the Partner is a government entity, this Agreement supplements the relevant provisions of any host country agreement entered into between the Government and UN Women. If there is no such agreement then the Standard Basic Assistance Agreement entered into between the Government and the United Nations Development Programme (UNDP), or any other applicable host country agreement between the Government and UNDP, shall apply *mutatis mutandis* between UN Women and the Partner for the purposes of this Agreement.

ARTICLE III
GENERAL RESPONSIBILITIES OF THE PARTNER

1. The Partner shall perform the Work and achieve the Results.

2. The Partner shall use the funds and the Property provided by UN Women under this Agreement exclusively for performing the Work as set forth in this Agreement.

3. The Partner shall not accept funding from any other source than UN Women for performing the Work without UN Women's prior written approval. The Partner shall inform UN Women in writing of the name of the source and the details of such funding.

4. The Partner shall not use the funds provided under this Agreement to award grants unless specifically stated in the Partner Project Document. The Partner acknowledges and agrees that Annex 7 will be applicable to any Grant-Making Work funded by UN Women funds.

5. The Partner's responsibilities include:

   (a) Commencing the Work in accordance with the timeline but not before both Parties have signed the Agreement;

   (b) Making its designated contributions of technical assistance, services, equipment, non-expendable materials and other property towards the Work;

   (c) Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the Partner Project Document (including in connection with the workplan and budget);

   (d) Providing the reports required under this Agreement in a timely manner and satisfactory to UN Women, and furnishing any other information relating to the Work and the use of any funds and Property that UN Women may reasonably ask for;

   (e) Exercising a high standard of care when handling and administering the funds and Property provided to it by UN Women;

   (f) Appointing a Partner Authorized Official to act as the focal point for the Partner with the authority to and ability to respond to all questions from UN Women and sign the FACE Forms, Progress Report Forms and other funding authorization forms or requests required by UN Women on behalf of the Partner. In addition, the Partner Authorized Official/s is authorized to sign the written statement set forth in Article V, section 5 (c).

Full name of Partner Authorized Official:

Name: [enter name]

Title: [enter title]

Sample signature: [_____]

Name: [enter name]

Title: [enter title]

Sample signature: [_____]

It is understood, for the avoidance of doubt, that any removals from or amendments to the (list of) Partner Authorized Official/s identified above shall require a written amendment to this Agreement in accordance with Article 19.0 of the General Terms and Conditions for Partner Agreements.

(g) In relation to Sexual Exploitation and Sexual Abuse:

i. Undertaking that the Partner accepts the standards of conduct set out in section 3 of ST/SGB/2003/13 including, *inter alia*:

1. Acknowledging that Sexual Exploitation and Sexual Abuse are strictly prohibited. The Partner, any of its employees, personnel, sub-contractors and others engaged to perform the Work shall not engage in Sexual Exploitation or Sexual Abuse.

2. Acknowledging the following specific standards:

a. Sexual activity with any person less than eighteen years of age ("child"), regardless of any laws relating to the age of majority or to consent, shall constitute the Sexual Exploitation and Sexual Abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.
b. The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute Sexual Exploitation and Sexual Abuse.
c. Sexual relationships between Partner's employees, personnel, sub-contractors and others engaged to perform the Work and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UN Women and are strongly discouraged.

ii. The Partner must take all appropriate measures to prevent Sexual Exploitation and Sexual Abuse by anyone including any of its employees, personnel, sub-contractors and others engaged to perform the Work.

iii. Acknowledging that UN Women will apply a policy of "zero tolerance" with regard to Sexual Exploitation and Sexual Abuse including in respect to the Partner, its employees, agents or any other persons engaged by Partner to perform any services under this Agreement.

iv. Reporting to UN Women and investigating any allegation of Sexual Exploitation and Sexual Abuse as such allegations arise in the context of the Work as set forth in 14.3 of the General Terms and Conditions.

v. Ensuring that its employees, personnel, sub-contractors and others engaged to perform the Work have undertaken training on prevention and response to Sexual Exploitation and Sexual Abuse, including information on the definition and prohibition of Sexual Exploitation and Sexual Abuse, the requirements for prompt reporting of Sexual Exploitation and Sexual Abuse allegations to the Partner and referral of victims to immediate assistance. Training options include the UN Sexual Exploitation and Sexual Abuse online training that is available for all implementing partners at: https://agora.unicef.org/course/info.php?id=7380.

(h) In relation to Fraud:

i. Reviewing and taking note of the UN Women Anti-Fraud Policy (or such other URL as UN Women may from time to time decide).

ii. Having a written fraud prevention and fraud awareness policy in place, which at a minimum shall provide a system to prevent, detect, report, address and follow-up on fraud, corruption and other wrongdoing.

iii. Reporting to UN Women any allegation of fraud as such allegations arise in the context of the Work as set forth in 14.3 c of the General Terms and Conditions;

iv. Acknowledging that any fraud may lead to the imposition by UN Women of sanctions (including censure or ineligibility/debarment) with regard to future transactions with UN Women, at UN Women's sole discretion and without prejudice to any other right or remedy available to UN Women.

(i) Opening a separate bank account for the funds, if requested by UN Women.

ARTICLE IV
GENERAL RESPONSIBILITIES OF UN WOMEN

1. UN Women shall contribute to the Work as set forth in this Agreement, including by:

(a) Commencing and completing the responsibilities allocated to it in this Agreement in a timely manner, provided that all necessary reports and other documents are available, and UN Women is satisfied with the same;

(b) Making transfers of funds in accordance with the provisions of this Agreement;

(c) Making Property available in accordance with the provisions of this Agreement;

(d) Undertaking and completing monitoring, evaluation and oversight of the Work;

(e) Liaising on an ongoing basis, as needed, with the relevant Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders;

(f) Providing training, if stated in the Partner Project Document, overall guidance, oversight, technical assistance and leadership, as appropriate, for the Work, and making itself available for consultations as reasonably requested; and,

(g) Reimbursing the Partner for its Support Costs at the Support Cost Rate. The Partner acknowledges and agrees that the Partner is not entitled to any reimbursement for Support Costs exceeding, or any indirect costs in addition to, the agreed Support Cost Rate.

ARTICLE V
FUND REQUESTS

1. UN Women shall provide the Partner with funds for the Work, subject to the availability of funds and the terms of this Agreement. UN Women's funding to the Partner shall not exceed the total amount of [fill currency and total amount] as set forth in the Partner Project Document. UN Women shall provide such funding to the Partner utilizing, at its discretion, any of the following three fund transfer modalities:

   (a) Cash advance by UN Women to the Partner;

   (b) Reimbursement by UN Women to the Partner; and,

   (c) Direct payment by UN Women on the Partner's behalf to the Partner's vendor or supplier.

2. The fund transfers shall be made in installments as set forth in the Partner Project Document or more frequently if the criteria set forth in this Agreement have been satisfied. Each fund transfer shall be made utilizing the fund transfer modality decided solely by UN Women. The fund transfers shall be made in the currency used in the country where the Work is taking place.

Terms and conditions applicable to all fund transfer modalities

3. Any request for a fund transfer by the Partner shall fulfill the following criteria to the satisfaction of UN Women, failing which UN Women may decide not to honor the request in whole or in part:

   (a) The Partner may submit funding requests, using the FACE Form, every three months during the term of the Agreement or more frequently provided that the Work relevant for those months has been completed and the corresponding funds expended, and the relevant criteria in the Agreement are satisfied.

   (b) The FACE Form shall be signed by a Partner Authorized Officer.

   (c) The request for fund transfer shall be accompanied by the financial and progress reporting as provided in Article VIII.

   (d) The amount and purpose of the request shall be consistent with the provisions of this Agreement.

   (e) The request shall be reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness.

   (f) Prior fund transfers shall have been reported on to UN Women's satisfaction in accordance with Article VIII.

   (g) At least 80% or more of the expenditure relating to the immediately preceding fund transfer and 100% of the expenditure relating to all previous fund transfers, if any, have been reported to the satisfaction of UN Women. If the fund transfer request is made more frequently than every three months, all Work relevant for those months has been completed and all corresponding funds expended.

   (h) There shall be no other grounds for believing the expenditure is in contravention of this Agreement, including the Partner Project Document.

Specific procedures for each fund transfer modality

4. Requests for cash advances:

   (a) The Partner may submit funding requests for cash advances, using the FACE Form, every three months during the term of the Agreement except as set forth in sections (b) and (c) below.

   (b) The Partner may submit the first funding request for a cash advance as soon as both Parties have signed this Agreement.

(c) The Partner may submit requests more frequently than every three months in accordance with section 3 above.

5. Requests for direct payment transfers:

(a) The Partner may submit to UN Women a written request for direct payment to the Partner's vendor or supplier.

(b) The request for direct payment must be submitted no later than the three-month period following receipt of the goods or services.

(c) The request for direct payment shall in all cases include the vendor or supplier's banking information, the original invoice or invoices issued by the vendor or supplier to the Partner, the purchase order, the quotation and a written statement by the Partner Authorized Officer certifying that the vendor or supplier delivered the goods and/or performed the services satisfactorily and in accordance with the terms of the contract between the Partner and the vendor or supplier.

6. Requests for reimbursements:

(a) Any expenditure by the Partner from its own resources in respect of which the Partner intends to request a reimbursement under this Agreement, shall be subject to prior funding authorization by UN Women. To obtain funding authorization of the Partner's expenditures that will be subject to reimbursement, the Partner shall submit to UN Women a funding authorization request for reimbursement in a form and format as decided by UN Women. This funding authorization request may not exceed the relevant amount set forth in the Partner Project Document and shall be duly signed by a Partner Authorized Officer. If the funding authorization request for reimbursement is in proper form and complete and all the requirements in this Agreement are met, UN Women will determine the amount to be authorized for funding and will authorize that amount by written reply to the Partner.

(b) Subject to prior authorization under section 6 (a) above, the Partner may submit to UN Women a written request for a reimbursement further to section 3 above. The request for reimbursement shall be submitted in connection with satisfactory financial and proper progress reporting (see Article VIII).

<u>Other provisions relevant for fund transfers</u>

7. Revision of budget by Partner:

The Partner may, without UN Women's approval but with prior written notice to UN Women, revise the budget by re-allocating funds either within an activity or between activities identified by account codes on the FACE Form, as long as the re-allocation is not (i) exceeding twenty percent (20%) of the total budgeted amount; (ii) negatively

impacting the Results; or, (iii) increasing the total budgeted amount. Any other revisions of the budget require an amendment to this Agreement.

8. Payment of fund transfers by UN Women:

(a) If each request for fund transfer is received in a timely fashion and is in proper form and complete and all the requirements in this Agreement have been met, UN Women will determine the amount to be transferred and will transfer that amount to the Partner, or if the direct payment modality is used, on behalf of the Partner, within reasonable time.

(b) UN Women may decide to adjust the amount of any fund transfer where it has reason to do so, including:

i. To take into consideration the general progress made to the Work to date;
ii. To take into consideration any unspent or unsatisfactorily reported balance remaining with the Partner from any previous fund transfer or any amounts paid by UN Women as direct payment, reimbursement or otherwise, lost by the Partner or used by the Partner other than in accordance with this Agreement, including any amounts shown by audits, site/field visits, spot checks or investigations to have been so paid, lost or used;
iii. To take into consideration any expenditure that is ineligible in accordance with this Agreement;
iv. To take into consideration interest or income earned by the Partner from a previous fund transfer; and,
v. To withhold up to 10% of the total budgeted amount for the Work for risk management purposes.

(c) UN Women is only required to transfer to or (where the direct payment modality is used) on behalf of the Partner, the amount UN Women determines is due under the terms of this Agreement. UN Women shall not be liable to the Partner or any third party, including the Partner's vendor or supplier, for any amounts that UN Women determines are not owing under this Agreement.

(d) The fund transfers other than direct payments shall be made by UN Women to the following bank account:

Bank name: [ ]

Bank address: [ ]

Account title: [ ]

Account No.: [ ]

Bank contact person: [ ]

ARTICLE VI
ADMINISTRATION OF FUNDS AND PROPERTY

Administration of funds

1. The Partner shall administer the funds and carry out the Work under its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women. Where UN Women determines that the Partner's financial regulations, rules, policies and procedures are not appropriate, UN Women shall give written notice the Partner. In such cases, UN Women may decide, *inter alia*, to implement the Work or any parts thereof, including procurement activities, directly or transfer the implementation thereof to another partner.

2. Where the Partner buys goods or services from the funds, the Partner shall do so giving due consideration to the following principles:

   (a) Best value for money;

   (b) Fairness, integrity and transparency; and,

   (c) Competition.

Administration of Property

3. UN Women shall remain the owner of the Property.

4. UN Women may during the term of this Agreement decide that Property shall be reassigned towards the implementation of another UN Women programme or project, which may be implemented by the Partner or by another partner. In the latter case, the Partner shall, upon written instructions by UN Women, transfer the Property to the other partner, as directed. Article IX sets forth the obligations when the Work is completed, or the Agreement ends.

5. The Partner shall be responsible for the care, security, maintenance and physical inventory of the Property.

6. The Partner, unless self-insured, shall maintain insurance for the Property. Upon request, the Partner shall produce documentary evidence of such insurance including self-insurance.

7. The Partner shall place UN Women markings on the Property in consultation with UN Women.

8. In cases of damage, theft or other losses of the Property, the Partner shall provide UN Women with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the Property.

9. UN Women shall assist the Partner in clearing the Property through customs at places of entry into the country where the Work is taking place.

10. Detailed inventories shall be taken of the Property by the Partner at the end of every year, or if the Agreement is for less than a calendar year, at the end of the Agreement.

ARTICLE VII
RECORD KEEPING/ACCOUNTING SYSTEM

1. The Partner shall establish and maintain, for a period of seven (7) years after this Agreement ends the books and records set forth in this Article in a reasonable accounting system that enables UN Women to readily identify how the funds received under this Agreement have been used, including detailed inventories of the Property, expenditures, costs of goods and services, supporting documentation, all fund transfers received by the Partner and any unspent funds.

2. The Partner's books and records shall clearly show which transactions recorded in its accounting system represent the expenditures reported for each line on the FACE Form.

3. The books and records shall in addition to what is referred to under section 1 of this Article, include, but not be limited to, accounting records, written policies and procedures; sub-contractor or sub-partner files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; purchase orders; suppliers' invoices; contracts (including employment contracts); delivery notes; leases; airline tickets; gasoline coupons; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs; insurance documents; payroll documents; timesheets; memoranda; correspondence and HR records for personnel hired to assist with the Work; and any other relevant supporting documentation.

4. The Partner acknowledges and agrees that a written statement by the Partner that money has been spent is insufficient and cannot replace the original documentation to support expenditures.

5. If any necessary and supporting documentation or detailed inventory of Property is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement and demand refund of such amounts as set forth in Article 14.1 f of the General Terms and Conditions for Partner Agreements.

6. The Partner acknowledges and agrees that UN Women has the right to conduct audits, site/field visits, spot checks and investigations in accordance with Article 14 of the General Terms and Conditions for Partner Agreements.

ARTICLE VIII
REPORTING REQUIREMENTS

Financial reporting

1. The Partner shall submit to UN Women the reports detailed below signed by the Partner Authorized Official. Such reports shall be in English. When UN Women has reviewed the reports, UN Women will determine to what extent it will approve the expenditure and further process fund transfers. UN Women's approval of the expenditure at this stage of the process does not preclude UN Women from claiming a refund of the same amount if it is later shown, including by an audit, site/field visit, spot check or investigation, that the initially approved expenditure was not in accordance with this Agreement or relates to misuse of funds including fraud or other wrongdoing.

2. All financial reporting to UN Women shall be performed by the Partner in the currency in which the fund transfer was made.

3. The Partner shall, using the FACE Form, submit financial reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every three-month period.

   The FACE Form:

   (a) Shall include only eligible expenditures in the form of Direct Costs that are identifiable and verifiable. Direct Costs are identifiable when the expenditures are recorded in the Partner's accounting system and the accounting system shows which transactions represent the Direct Costs reported for each line on the FACE Form. The Direct Cost is verifiable when the expenditures can be confirmed by supporting documentation as set forth in Article VII;

   (b) Shall include only expenditures that have been paid by the Partner. The financial report has been designed to reflect transactions on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UN Women, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only expenses paid by the Partner and not commitments. Any cash disbursement to sub-partners, sub-contractors or vendors can be reported as expenses in the financial report only after the sub-contractor, sub-partner or vendor complete the activities for which these funds have been transferred;

   (c) Shall not include any expenditures that are ineligible for fund transfer, as stipulated in section 5 below;

(d) Shall include the balance of any unspent funds remaining from any previous fund transfers;

(e) Shall include any refunds or adjustments received by the Partner against any previous fund transfers;

(f) Shall include interest earned on any unspent balance remaining from any previous fund transfers;

(g) Shall include any income earned when performing the Work; and,

(h) Shall include the Support Costs.

4. The Partner shall submit an Excel sheet listing all documents supporting the liquidation of expenditure in the FACE Form and at a minimum specifying the name of the vendor or supplier, the date and a description of the goods or service and provide any original supporting documentation to UN Women immediately upon written request by UN Women.

5. The following are non-exhaustive examples of ineligible expenditures and, therefore, shall not be included in the FACE Form and UN Women shall be entitled to reject any such ineligible expenditure:

(a) Expenditures not made for the Work, or not necessary for the Partner to perform the Work as set forth in this Agreement;

(b) Expenditures for value-added tax unless the Partner can demonstrate to the satisfaction of UN Women that it is unable to recover the value-added tax;

(c) Expenditures paid or reimbursed to the Partner by another donor or entity;

(d) Expenditures in relation to which the Partner has received an in-kind contribution from another donor or entity;

(e) Any expenditure for indirect costs in excess of the Support Cost Rate;

(f) Expenditures that are not verifiable by supporting documentation as provided in Article VII of this Agreement;

(g) Salaries for Partner's employees, if the Partner is not a government, exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;

(h) Salaries for Partner's employees, if the Partner is a government, exceeding the established salary or pay scale rates of the Partner for comparable functions, and in

no case exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;

(i) Expenditures in respect of fees for individual consultants retained by the Partner exceeding the rates payable by UN Women for comparable services rendered by individual consultants;

(j) Expenditures for travel, daily subsistence and related allowances for the Partner's employees or consultants exceeding the rates payable by UN Women to its staff members or consultants, as applicable;

(k) Expenditures that have been incurred but have not actually been paid (see section 3 (b) above);

(l) Expenditures that merely represent financial transfers between administrative units or locations of the Partner;

(m) Expenditures that relate to obligations that were entered into before the commencement or after the end date of this Agreement; or,

(n) Debt and debt service charges.

Progress Reporting

6. The Partner shall, using the Progress Report Form, submit narrative progress reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every three-month period.

7. The Partner shall always submit the progress report together with the financial report and such progress reports shall be filled out appropriately and duly signed by a Partner Authorized Official.

Inventory Reporting on Property

8. A detailed inventory report of the Property shall be submitted to UN Women within 30 calendar days after each calendar year, and at the end of the Agreement. If the Agreement is for less than one calendar year, the Partner shall submit the inventory report within 60 calendar days after the end of the Agreement.

ARTICLE IX
COMPLETION OF THE WORK

1. The Partner shall, no later than 60 calendar days after the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first:

(a) Submit to UN Women an inventory report of the Property. UN Women may decide that the Property shall be: (i) transferred for use by another partner; (ii) transferred back to UN Women; or (iii) donated to the Partner or a third party. The Partner shall deliver the Property at a reasonable time and place as instructed by UN Women in writing and shall fully cooperate with UN Women in good faith in the transfer and delivery;

(b) Submit to UN Women a final financial report, using the FACE Form, including a request for reimbursement of any withheld amount; and,

(c) Submit to UN Women a final progress report using the Progress Report Form.

2. UN Women shall when the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first, make a final liquidation of the funding provided under this Agreement. If UN Women's final liquidation shows that the Partner has received more funds than the Partner is entitled to in accordance with this Agreement, the Partner shall repay such balance within 30 calendar days of receiving a request for repayment. UN Women shall, when making such final liquidation of the funding, consider items, including any unspent funds, interest or income earned, ineligible expenditure or funds used for expenditure not supported by documentation.

ARTICLE X
TERM OF AGREEMENT

This Agreement shall enter into force on the date it is signed by both Parties. It shall expire automatically on [fill in the date the Work shall be completed according to the timeline] unless terminated earlier in accordance with the terms of this Agreement.

IN WITNESS, WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

For the Partner:	For UN Women:
Name: [ ]	Name: [ ]
Title: [ ]	Title: [ ]
Signature: _____	Signature: _____
Date: [ ]	Date: [ ]
Email: [ ]	Email: [ ]

United Nations ST/SGB/2003/13

Secretariat

9 October 2003

Secretary-General's Bulletin

Special measures for protection from sexual exploitation and sexual abuse

The Secretary-General, for the purpose of preventing and addressing cases of sexual exploitation and sexual abuse, and taking into consideration General Assembly resolution 57/306 of 15 April 2003, "Investigation into sexual exploitation of refugees by aid workers in West Africa", promulgates the following in consultation with Executive Heads of separately administered organs and programmes of the United Nations:

Section 1
Definitions

For the purposes of the present bulletin, the term "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Section 2
Scope of application

2.1 The present bulletin shall apply to all staff of the United Nations, including staff of separately administered organs and programmes of the United Nations.

2.2 United Nations forces conducting operations under United Nations command and control are prohibited from committing acts of sexual exploitation and sexual abuse, and have a particular duty of care towards women and children, pursuant to section 7 of Secretary-General's bulletin ST/SGB/1999/13, entitled "Observance by United Nations forces of international humanitarian law".

2.3 Secretary-General's bulletin ST/SGB/253, entitled "Promotion of equal treatment of men and women in the Secretariat and prevention of sexual harassment", and the related administrative instruction[1] set forth policies and procedures for handling cases of sexual harassment in the Secretariat of the United Nations. Separately administered organs and programmes of the United Nations have promulgated similar policies and procedures.

[1] Currently ST/AI/379, entitled "Procedures for dealing with sexual harassment".

Section 3
Prohibition of sexual exploitation and sexual abuse

3.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.

3.2 In order to further protect the most vulnerable populations, especially women and children, the following specific standards which reiterate existing general obligations under the United Nations Staff Regulations and Rules, are promulgated:

(a) Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal;

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

(c) Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;

(d) Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;

(e) Where a United Nations staff member develops concerns or suspicions regarding sexual exploitation or sexual abuse by a fellow worker, whether in the same agency or not and whether or not within the United Nations system, he or she must report such concerns via established reporting mechanisms;

(f) United Nations staff are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers at all levels have a particular responsibility to support and develop systems that maintain this environment.

3.3 The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behaviour may be grounds for administrative action or disciplinary measures, including summary dismissal, pursuant to the United Nations Staff Regulations and Rules.

Section 4
Duties of Heads of Departments, Offices and Missions

4.1 The Head of Department, Office or Mission, as appropriate, shall be responsible for creating and maintaining an environment that prevents sexual exploitation and sexual abuse, and shall take appropriate measures for this purpose. In particular, the Head of Department, Office or Mission shall inform his or her staff of the contents of the present bulletin and ascertain that each staff member receives a copy thereof.

4.2 The Head of Department, Office or Mission shall be responsible for taking appropriate action in cases where there is reason to believe that any of the standards listed in section 3.2 above have been violated or any behaviour referred to in section

3.3 above has occurred. This action shall be taken in accordance with established rules and procedures for dealing with cases of staff misconduct.

4.3 The Head of Department, Office or Mission shall appoint an official, at a sufficiently high level, to serve as a focal point for receiving reports on cases of sexual exploitation and sexual abuse. With respect to Missions, the staff of the Mission and the local population shall be properly informed of the existence and role of the focal point and of how to contact him or her. All reports of sexual exploitation and sexual abuse shall be handled in a confidential manner in order to protect the rights of all involved. However, such reports may be used, where necessary, for action taken pursuant to section 4.2 above.

4.4 The Head of Department, Office or Mission shall not apply the standard prescribed in section 3.2 (b), where a staff member is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

4.5 The Head of Department, Office or Mission may use his or her discretion in applying the standard prescribed in section 3.2 (d), where beneficiaries of assistance are over the age of 18 and the circumstances of the case justify an exception.

4.6 The Head of Department, Office or Mission shall promptly inform the Department of Management of its investigations into cases of sexual exploitation and sexual abuse, and the actions it has taken as a result of such investigations.

Section 5
Referral to national authorities

If, after proper investigation, there is evidence to support allegations of sexual exploitation or sexual abuse, these cases may, upon consultation with the Office of Legal Affairs, be referred to national authorities for criminal prosecution.

Section 6
Cooperative arrangements with non-United Nations entities or individuals

6.1 When entering into cooperative arrangements with non-United Nations entities or individuals, relevant United Nations officials shall inform those entities or individuals of the standards of conduct listed in section 3, and shall receive a written undertaking from those entities or individuals that they accept these standards.

6.2 The failure of those entities or individuals to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of any cooperative arrangement with the United Nations.

Section 7
Entry into force

The present bulletin shall enter into force on 15 October 2003.

(*Signed*) Kofi A. **Annan**
Secretary-General

ANNEX 2: GENERAL TERMS AND CONDITIONS FOR PARTNER AGREEMENTS

1. **LEGAL STATUS:** The Partner shall have the legal status of an independent contractor *vis-à-vis* UN Women and nothing contained in or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or sub-contractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. **THE PARTNER'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUB-CONTRACTORS:** The Partner shall be responsible for the professional and technical competence of the employees, personnel and sub-contractors it assigns to perform work under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

3. **ASSIGNMENT:** The Partner may not assign, transfer, pledge or make any other disposition of the Agreement, of any part of the Agreement, or of any of the rights, claims or obligations under the Agreement except with the prior written authorization of UN Women. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN Women. Except as permitted with respect to sub-contractors, the Partner shall not delegate any of its obligations under this Agreement, except with the prior written consent of UN Women. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN Women.

4. **SUB-CONTRACTING/SUB-PARTNERING:**

Sub-contracting: The Partner may use the services of sub-contractors to partially perform the Work under this Agreement. The Partner shall select any sub-contractor in accordance with its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women and by giving due consideration to the principles set forth in Article VI, Section 2 of this Agreement. The Partner shall at all times be responsible and liable for the performance of its sub-contractors as if the Partner had performed the Work itself and the Partner shall always remain responsible for performing the Work and achieving the Results. UN Women may, in its sole discretion, withdraw this approval to subcontract in general or in a specific case. Such withdrawal shall be in writing and shall provide the Partner with reasonable time to terminate its agreement with sub-contractor/s. No provision in the agreements between the Partner and its sub-contractors shall constitute a contractual bond between UN Women and the sub-contractor. The Partner shall immediately inform UN Women of the name/s of its sub-contractors and sub-contractors' sub-contractors. The Partner shall ensure that each sub-contractor agrees in writing to be bound by the terms and conditions of this Agreement relevant to the portion of the work or services to be performed by such sub-contractor.

Sub-partnering: The Partner may use sub-partners to partially perform the Work under this Agreement. The Partner shall select any sub-partner in accordance with its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women and by giving due consideration to the principles set forth in Article VI, Section 2 of this Agreement. The Partner shall at all times be responsible and liable for the performance of its sub-partners as if the Partner had performed the Work itself and the Partner shall always remain responsible for performing the Work and achieving the Result. UN Women may, in its sole discretion, withdraw this approval to sub-partner in general or in a specific case. Such withdrawal shall be in writing and shall provide the Partner with reasonable time to terminate its agreement with sub-partner/s. No provision in the agreement between the Partner and its sub-partner shall constitute a contractual bond between UN Women and the sub-partner. The Partner shall immediately inform UN Women of the name/s of its sub-partners and sub-partners' sub-partners. The Partner shall ensure that each sub-partner agrees in writing to be bound by the terms and conditions of this Agreement relevant to the portion of the Work to be

performed by such sub-partner.

5. **OFFICIALS NOT TO BENEFIT:** The Partner warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN Women any direct or indirect benefit arising from or related to the performance of the Agreement or of any other contract with UN Women or for any other purpose intended to gain an advantage for the Partner or otherwise act contrary to any applicable code of conduct or anti-fraud policy. The Partner agrees that breach of this provision is a breach of an essential term of this Agreement.

6. **OBSERVANCE OF THE LAW**: The Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

7. **INDEMNIFICATION:** The Partner shall indemnify, hold and save harmless, and defend, at its own sole expense, UN Women, its officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, brought by any third party against UN Women including all litigation costs and expenses, attorney's fees, settlement payments and damages based on, arising from or relating to any acts or omissions of the Partner, or Partner's employees, officers, agents or sub-contractors, in the performance of this Agreement, which give rise to legal liability to anyone not party to the Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Partner, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.

8. **ENCUMBRANCES/LIENS**: The Partner shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN Women against any monies due to the Partner or that may become due for any work done or against any goods supplied or materials furnished under the Agreement, or by reason of any other claim or demand against the Partner or UN Women.

9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

9.1 Except as is otherwise expressly provided in writing in the Agreement, UN Women shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Partner has developed for UN Women under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Partner acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN Women.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Partner: (i) that pre-existed the performance by the Partner of its obligations under the Agreement, or (ii) that the Partner may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, UN Women does not and shall not claim any ownership interest thereto, and the Partner grants to UN Women a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.

9.3 At the request of UN Women, the Partner shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN Women in compliance with the requirements of the applicable law and of the Agreement.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Partner under this Agreement shall be the property of UN Women, shall be made available for use or inspection by UN

Women at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN Women's authorized officials on completion of work under the Agreement.

10. USE OF UN WOMEN'S NAME AND LOGO:

10.1 The Partner may use the UN Women name or logo without the UN emblem, only in direct connection with the Work. The Partner's use shall be limited to recognizing association with UN Women in the Partner's materials in the following format: "[An Implementing Partner] [A Responsible Party] of UN Women". The Partner shall, on all deliverables produced by the Partner as part of the Work (publications, brochures, videos, knowledge products, CDs, or other deliverable), include the UN Women logo without the UN emblem in smaller size, preferably at the bottom, after the line "Funded by" or "Supported by". If the UN Women logo is used together with other images, the Partner shall ensure that such other images are appropriate and not in any way reflects negatively on UN Women. UN Women has the right to review any material and deliverable that includes the UN Women name or logo before it is published. The Partner shall immediately stop publishing the material or deliverable, upon written requests by UN Women.

10.2 UN Women may use the logo of the Partner on any of UN Women's materials but is under no circumstances obliged to do that. It is at the discretion of UN Women to do so when it is considered beneficial to UN Women.

10.3 The Partner acknowledges that it is familiar with UN Women's ideals and objectives and recognizes that its name and logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN Women.

11. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

11.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or change if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The affected Party shall also notify the other Party of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. Not more than fifteen (15) calendar days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Agreement.

11.2 If the Partner is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UN Women shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 12, "Termination", except that the period of notice shall be seven (7) calendar days instead of thirty (30) calendar days. In any case, UN Women shall be entitled to consider the Partner permanently unable to perform its obligations under the Agreement in case the Partner is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) calendar days.

11.3 *Force majeure as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.*

11.4 The Partner acknowledges and agrees that, with respect to any obligations under this Agreement that the Partner shall perform in any areas in which UN Women is engaged in, preparing to engage in, or

disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under this Agreement.

12. SUSPENSION/TERMINATION:

12.1 UN Women may suspend or terminate the Agreement for any reason by giving sixty (60) calendar days' written notice to the Partner.

12.2 Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:

a. if a Party has breached its obligations under this Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and,

b. if a Party cannot meet its obligations under this Agreement.

12.3 UN Women may also suspend or terminate this Agreement with immediate effect by giving written notice to the Partner in the following situations:

a. if the implementation of Work has not commenced within a reasonable time;

b. If the Partner or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor engage or has engaged in fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing, as determined solely by UN Women;

c. If the Partner fails to take preventive measures against Sexual Exploitation and Sexual Abuse or fails to take corrective action if Sexual Exploitation or Sexual Abuse has occurred;

d. if the Partner is adjudged bankrupt, or is liquidated or becomes insolvent or applies for a moratorium or stay on any payment or repayment obligations or applies to be declared insolvent; the Partner is granted a moratorium or a stay, or is declared insolvent; the Partner makes an assignment for the benefit of one or more of its creditors; a Receiver is appointed on account of the insolvency of the Partner; the Partner offers a settlement in lieu of bankruptcy or receivership; in which case the Partner shall immediately inform UN Women of the occurrence of any of the above event and shall provide UN Women with any information pertinent thereto;

e. if the Partner or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor fails to report to UN Women or to investigate allegations of fraud, Sexual Exploitation and Sexual Abuse or other wrongdoing;

f. if UN Women's funding is decreased, curtailed or terminated; and,

g. if the Partner otherwise has substantively breached its obligations under this Agreement.

12.4 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its Work in an orderly manner so that continued expenses are kept to a minimum, including but not limited to terminating all subcontracts and orders or agreements for materials, services or facilities and take any other action that may be necessary, or that UN Women may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Agreement that is in the possession of the Partner and in which UN Women has or may be reasonably expected to acquire an interest.

12.5 Immediately upon sending or receiving a notice of termination, UN Women will cease disbursement of any funds under this Agreement and the Partner shall not make any forward commitments, financial or otherwise, in connection with this Agreement.

12.6 Article IX of the agreement document, "COMPLETION OF THE WORK" applies to the Partner when the Agreement is terminated in accordance with this Article.

13. EVALUATION: UN Women and its authorized representatives have the right to conduct evaluations of the Work according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement**.**

14. RIGHT TO CONDUCT AUDITS, SITE/FIELD VISITS, SPOT CHECKS AND INVESTIGATIONS OF FRAUD ETC:

14.1 Right to conduct audits, site/field visits, spot checks and investigations of fraud etc.:

a. UN Women and its authorized representatives have the right to conduct audits, field/site visits, spot checks and investigations into fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement and for a period of seven (7) years following the expiration or premature termination of the Agreement.

b. If the Partner is a government entity, UN Women at the request of the Government, may agree that audit/s shall be conducted by the Government's supreme audit institution.

c. The Partner shall at its own expense make its records available for audit, inspections for site/field visits and spot checks and investigations by UN Women, its investigative service and its authorized representatives. Such records shall be made available to UN Women, its investigative service and its authorized representatives in hard copy and easily viewable electronic format at the Partner's office where the majority of the records are housed unless otherwise stipulated by UN Women, its investigative service or its authorized representatives. The Partner shall make all such records available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If the previously mentioned schedule significantly interferes with the Partner's operations, the Partner shall in writing offer an alternative 40 hours of availability per standard week. In the event that no such location is available, then such records, together with the documents supporting the Partner's expenditure, shall be made available for audit, inspection for site/field visit, spot check or investigation at a time and location that is convenient for UN Women, its investigative service or authorized representative. The Partner shall provide UN Women, its investigative service and its authorized representatives reasonable workspace, electricity, lighting, water, restroom facilities, Internet access and other relevant facilities and equipment. UN Women, its investigative services and its authorized representatives shall have the right to examine and to make and retain copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Partner and those kept by the Partner's employees, personnel, agents, other advisors and sub-contractors.

d. The Partner shall make available a responsible party with the authority and ability to respond to all questions, assist in document interpretation, and authorize requests for information.

e. The Partner shall provide its full and timely cooperation in good faith with any such audit, site/field visit, spot check or investigation, which shall include the Partner's obligation to make available the Partner's current and former employees, personnel, agents, other advisors and sub-contractors and make available any site or premises where the Work is performed.

f. If any necessary and supporting documentation is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement. In addition, UN Women may ask for a refund of amounts not covered by supporting documentation or in the case of Property not covered by an inventory report and the Partner shall pay such amount within thirty (30) calendar days of receipt of the refund request from UN Women.

g. Costs of any audits, site/field visit, spot check or investigation conducted hereunder shall be for the account of the Work and shall be included in the budget and work plan if not otherwise stated in the Agreement or unless the audit, site/field visit, spot check or investigation identifies unsupported expenditure, fraud or other wrongdoing or non-performance issues. In such cases, the Partner shall reimburse UN Women for the total costs of the audit, site/field visit, spot check or investigation of fraud or other wrongdoing. In addition, the Partner shall repay the amount identified in an audit, site/field visit, spot check or investigation as expenditure unsupported by documentation, originated in fraud, other wrongdoing or non-performance. The Partner shall reimburse such costs and repay such amount within thirty (30) calendar days of receiving a request for reimbursement or repayment from UN Women.

h. In the event that an audit is conducted hereunder by auditors authorized by UN Women, UN Women or the auditors shall provide a copy of the final audit report to the Partner. In the event that the audit is conducted by the Government's supreme audit institution, the Partner shall provide a copy of the final audit report to UN Women immediately. The Partner hereby consents to the disclosure by UN Women, if UN Women determines that such disclosure is appropriate, of audit reports to any third party that provided financing or co-financing to UN Women towards the Work.

14.2 Additional provisions applicable for site/field visits and spot checks:

In addition, to what is stated under Article 14.1 above, the Partner shall at any time and frequency requested by UN Women, allow UN Women to observe or participate in the Work. The Partner shall provide UN Women access to any site where the Work is performed. Moreover, the Partner shall provide UN Women with any participant lists or statistics relating to the Work immediately upon UN Women's request. The Partner shall fully and timely participate and cooperate in good faith with any interviews requested by UN Women at the site/field visit or spot check.

14.3 Additional provisions applicable for fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing and duty to report:

a. In addition to what is stated under Article 14.1 above, UN Women, its investigative service and its authorized representatives shall have the right to conduct investigations of any alleged fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing by the Partner, or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement at any time during the term of the Agreement and for a period of seven (7) years following the expiration or premature termination of the Agreement.

b. The Partner has a duty to report to UN Women's investigative service any alleged fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement, of which the Partner has been informed or has otherwise become aware, within one business day. The duty to report is fulfilled if the Partner has reported the wrongdoing in one of the ways described on UN Women's website (unwomen.org/About us/Accountability/Reporting wrongdoing).

c. The Partner shall properly and without delay investigate any alleged fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement, of which the Partner has been informed or has otherwise become aware. (It is understood, however, that any investigation conducted by the Partner shall be without prejudice to the right of UN Women to conduct investigations.) If so requested, the Partner shall keep UN Women informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. Following the conclusion of

the investigation by the Partner, Partner shall if requested promptly provide a copy of the investigation report to UN Women, without redactions, edits or omissions. Upon request, Partner shall provide relevant evidence to UN Women for examination and further use by UN Women as deemed necessary solely by UN Women. UN Women may decide that the obligation on the part of the Partner under this clause to conduct an investigation shall not apply if an investigation is being or has been conducted by competent national authorities. In the event that competent national authorities are conducting or have conducted the investigation, Partner shall assist UN Women and take all necessary steps, to the extent legally possible, for UN Women to obtain information on the status and outcome of the investigation, including disclosure of a copy of the relevant investigation report.

15. **ASSESSMENTS:** UN Women and its authorized representatives have the right to conduct assessments of the Partner according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement. Such assessment includes but is not limited to assessment of the Partner's **c**apacity and internal control framework. Article 14.1 c, d and e. shall apply to such assessment.

16. **REMEDIES CUMULATIVE:** Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Agreement or otherwise available to a Party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy available hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

17. **CHILD LABOR:** The Partner represents and warrants that neither it, its parent entities (if any), nor any of the Partner's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

18. **MINES:** The Partner represents and warrants that neither it, its parent entities (if any), nor any of the Partner's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

19. **AUTHORITY TO MODIFY:** No modification or change shall be valid and enforceable against UN Women unless provided by a valid written amendment to the Agreement signed by duly authorized representatives of the Parties.

20. **NO SUPPORT TO TERRORISM:** Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Partner is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Partner recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. The Partner will use all reasonable efforts to ensure that the funds received under this Agreement is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, the Partner determines that the funds received by the Partner under this Agreement may have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as soon as it becomes aware of it inform UN Women and undertake any response UN Women deems appropriate.

21. **SETTLEMENT OF DISPUTES:**

21.1 **AMICABLE SETTLEMENT WHEN THE PARTNER IS NOT A GOVERNMENT**: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an

amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

21.2 ARBITRATION WHEN THE PARTNER IS NOT A GOVERNMENT: Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under the preceding paragraph, within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 "Interim measures" and Article 34 "Form and effect of the award" of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

21.3 AMICABLE SETTLEMENT WHEN THE PARTNER IS A GOVERNMENT: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement.

21.4 ARBITRATION WHEN THE PARTNER IS A GOVERNMENT: Any dispute, controversy or claim between the Parties arising out of this Agreement which is not settled amicably in accordance with the foregoing paragraph shall at the request of either Party be submitted to a tribunal of three arbitrators ("the Tribunal"). Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 calendar days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.

22. PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations its subsidiary organs, including UN Women.

Note to UN Women users: When and how to use Annex 3

PLEASE NOTE THAT ANNEX 3 MUST BE GENERATED THROUGH THE PARTNER AND GRANTS AGREEMENT MANAGEMENT SYSTEM ON OneApp. THIS TEMPLATE IS FOR TRAINING AND INFORMATION PURPOSES ONLY.

1. Annex 3 is intended to be used when the Work is funded by a donor requiring that certain conditions apply to UN Women's partners.
2. Please read through the donor agreement covering the funding of the Work to check if the donor is requiring that UN Women impose certain conditions on its partners, for example, in the case of the EU or USAID.
3. The most straightforward way to do this is to insert the conditions into Annex 3, however, in some cases you may have to modify them depending on what the conditions say. For example, some donor agreements will require UN Women to impose UN Women's obligations vis-à-vis the donor on UN Women's partner; whereas other donor agreements may contain partner-specific conditions.

   Here are some examples:

   EU:

   The following provisions from the Funding Agreement are applicable to the Partner: Article 2.4 of Annex II - General Conditions for Contribution Agreements (the General Conditions), Articles 2.6, 5 (Conflict of interests), 7 (Data protection), 8 (Communication and Visibility), 16 (Accounts and archiving) and Article 17 (Access and financial checks) of the General Conditions.

   USAID:

   The following provisions from the Funding Agreement are applicable to the Partner: Sections 2 (drug traffickers), 8 (prostitution and sex trafficking), 9 (abortion and involuntary sterilization) and 10 (family planning)

   MB this sentence doesn't show in the system but could be kept for the PPG.In any event, please note that some of the conditions apply to all partners and some conditions only apply in specific cases. One example is HIV/AIDS activities where USAID requires that Section 8 be included in agreements with partners. In addition, USAID in some cases require that a particular condition be included in agreements with partners. As an example, with respect Section 2, USAID requires that the following provision be included in the Partner Agreement:

4. *"The recipient must insert the following clause, or its substance, in its agreement with the designated subrecipient: The Partner reserves the right to terminate this agreement or take other appropriate measures if (the subrecipient) or a key individual of (the subrecipient) is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking. Drug trafficking is defined as any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances."]*

5. Check the donor agreement carefully to ensure that you have identified all conditions relevant in your case.

6. There should not be any inconsistencies between the donor agreement and the Partner Agreement. However, if you do identify inconsistencies please contact the Legal Office before you proceed.

UN WOMEN PARTNER AGREEMENT – DONOR SPECIFIC CONDITIONS – ANNEX 3

WHEREAS, UN Women entered into a Donor Agreement, with [fill in the donor] on [insert date] ("the Funding Agreement") to receive funding which UN Women has determined to allocate to the Partner for the Work.

WHEREAS, pursuant to the Funding Agreement UN Women is required to impose certain conditions in relation to the Work.

The Parties therefore agree as follows:

1. The Partner shall have full programmatic and financial accountability for the use of the funds allocated for the Work and for the Results. In this regard, in addition to and notwithstanding the terms of the Partner Agreement, the Partner agrees to implement and comply, and ensure compliance, with all Funding Agreement provisions and requirements imposed on the Partner *mutatis mutandis* or partner-specific as set forth below.

2. PLEASE INSERT THE DONOR SPECIFIC CONDITIONS HERE.

3. In the event that UN Women's funding under the Funding Agreement is subject to eligibility requirements, and in the event that the donor considers ineligible any expenses incurred, payments made or activities undertaken with respect to the Work implemented by the Partner under the Partner Agreement, further to the Work financed under the Funding Agreement, the Partner assumes full financial responsibility for these expenses, payments or activities, and the consequences thereof, in accordance with the terms of the Funding Agreement. Such expenses, payments or activities shall be deemed in breach of Article VIII, Section 3 (a) of the Partner Agreement and unapproved by UN Women. UN Women shall not be liable for any such expenses, payments or activities. The Partner shall seek to resolve the issue directly with the donor. If the donor refuses or the matter is otherwise not able to be resolved, the Partner will hold UN Women harmless and indemnify it against all claims and demands made by the donor, and any related expenses incurred by UN Women in defending against any such claim or demand. Any such claim, demand or expense shall be deemed as arising out of the Partner's acts or omissions further to Article 7 of the General Terms and Conditions for Partner Agreements.

4. In event of any conflict, discrepancy, error or omission between this Annex 3 and the agreement document, Article II, Section 2 of the agreement document applies.

_____

ITEMIZED COST ESTIMATES BY ACTIVITY
Country:
Description of Activity: Country needs assessments and consultations

Activity ID	ACTIVITY ITEMS	AMOUNT (Local Currency)	ATLAS ALLOCATION				
			Project ID	Activity ID	Account	Fund	Donor
JOR_5.1.1.1	International Consultants	3,000.00	1234	JOR_5.1.1.1	71205	W3000	231
JOR_5.1.1.1	International Consultants	2,000.00	1234	JOR_5.1.1.1	71205	W3000	280
	Sub-total	**5,000.00**					
JOR_5.1.1.1	Local Consultants	10,000.00	1234	JOR_5.1.1.1	71305	W3000	231
JOR_5.1.1.1	Local Consultants	5,000.00	1234	JOR_5.1.1.1	71305	W3000	280
	Sub-total	**15,000.00**					
JOR_5.1.1.1	Training/Workshop	5,000.00	1234	JOR_5.1.1.1	75710	W3000	231
JOR_5.1.1.1	Training/Workshop	5,000.00	1234	JOR_5.1.1.1	75710	W3000	280
	Sub-total	**10,000.00**					
JOR_5.1.1.1	Travel	6,000.00	1234	JOR_5.1.1.1	71605	W3000	231
JOR_5.1.1.1	Travel	4,000.00	1234	JOR_5.1.1.1	71605	W3000	280
	Sub-total	**10,000.00**					

Funding Authorization and Certificate of Expenditures | **UN Women** | **Date: DD/MM/YYYY**

Country: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Programme Code & Title: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Project Code & Title: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Responsible Officer(s): XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Partner: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Partner IA Code: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Currency: _____

Type of Request:

☐ Direct Cash Transfer (DCT)
☐ Reimbursement
☐ Direct Payment

Activity Description from AWP with Duration	Activity ID	General ledger code	Budget: 2018 AWP Jan -Dec 2018	Budget: Planned Expenditure June -August	Budget: Balance	REPORTING: Authorised Amount MM-MM YYYY A	REPORTING: Actual Project Expenditure B	REPORTING: Expenditures accepted by Agency C	REPORTING: Balance D = A - C	REQUESTS / AUTHORIZATIONS: New Request Period & Amount MM-MM YYYY E	REQUESTS / AUTHORIZATIONS: Authorised Amount F	REQUESTS / AUTHORIZATIONS: Outstanding Authorised Amount G = D + F
Country needs assessments and consultations (June - July 2018)												
Advances to Implementing Partner		16005								75,000	65,000	65,000
International Consultants		71205	10,000	5,000	5,000							
Local Consultants		71305	15,000	15,000	0							
Travel		71605	25,000	10,000	15,000							
Training Workshops and Conferences		75710	20,000	10,000	10,000							
Identification and mapping of existing contents and identify gaps (July - August 2018)												
Communications & Audio Visual Equip		72405	10,000	10,000	0							
Supplies		72505	15,000	5,000	10,000							
Training Workshops and Conferences		75710	25,000	20,000	5,000							
Adaptation of existing content and development of new content (August - Sept 2018)												
Professional Services		74105	20,000		20,000							
Audio Visual & Print Production Costs		74205	30,000		30,000							
Training Workshops and Conferences		75710	50,000		50,000							
Total			**220,000**	**75,000**	**145,000**	**0**	**0**	**0**	**0**	**75,000**	**65,000**	**65,000**

Accrued Interest for this period:

Total accrued interest to date:

CERTIFICATION

The undersigned authorized officer of the above-mentioned implementing institution hereby certifies that:

☐ The funding request shown above represents estimated expenditures as per AWP and itemized cost estimates attached.

☐ The actual expenditures for the period stated herein has been disbursed in accordance with the AWP and previously approved itemized cost estimates. The detailed accounting documents for these expenditures can be made available for examination, when required, for the period of five years from the date of the provision of funds.

Date Submitted: _____ Name: _____ Title: _____

NOTES: * Shaded areas to be completed by the UN Agency and non-shaded areas to be completed by the counterpart.

FOR UN Women USE ONLY:

Approval by Programme Officer:

Signature : _____

Name : _____

Title : Programme Officer _____

Date : _____

Approval by Finance Officer:

Signature : _____

Name : _____

Title : Finance Officer _____

Date : _____

Template for Quarterly Progress Report (to be submitted with FACE form on a quarterly basis)

Section 1. Project and Partner Overview			
1.1 Project reference	UN Women Office		
	Project Title		
	Agreement Reference No.		
1.2 Organization information	Organization / Acronym		
	Name of Partner Authorized Official		
	Title of Authorized Official		
	Email of Authorized Official		
	Phone of Authorized Official		
	Name of Project Focal Point		
	Title		
	Email		
	Telephone		
1.3 Project Information	Project Duration		
	Start Date	DD/MM/YYYY	
	End Date	DD/MM/YYYY	
	Reporting period	From MM/YYYY to MM/YYYY	
1.4 Budget information	Project budget	Currency, value	
	UN Women Contribution	Currency, value	
	Funds received to date	Currency, value	% of total
1.5 Signature of Partner Authorized Official		Date:	

2. Reporting on Results Achieved

The table below provides an overview of results achieved during the reporting period and cumulatively since the onset of the project.

Planned Activities (All activities, including sub-activities (if any), listed in the Workplan for the Project Duration must be included below)		Budget (for the Project Duration)	Cumulative Expenditure till the Reporting Period	Achievements in Reporting Period[1]	Cumulative Progress To Date Towards Results [2]	Approximate annual Project Completion of Activity (%)
Output 1:						
Activity 1:						
	Sub activity (if included in the Work Plan)					
Activity 2:						
	Sub activity (if included in the Work Plan)					
Output 2:						
Activity 3:						
	Sub activity (if included in the Work Plan)					
Activity 4:						
	Sub activity (if included in the Work Plan)					
Challenges/ bottlenecks faced in the reporting period						
Proposed way forward						

[1] *Succinct narrative account of status of implementation of activities, including clear identification of planned activities not yet implemented, with reasons why. Supporting evidence must be available.*

[2] *Narrative* assessment/summary of progress *of how activities completed contribute to t achievement of the Workplan specific indicators. List the Workplan indicator(s) and target(s) and report against their progress*

FOR UN Women OFFICE USE ONLY	Rating		Comment if applicable
Overall progress of the progress report	On Track		
	Constrained		
	No Progress		
	Due to be Initiated Later		
	Met		
Name of UN Women Project Manager			
Title of UN Women Project Manager			
Signature:			Date:

Annex 7: Special Terms and Conditions for Partners Performing Grant-Making Work

Whereas, the Partner has been selected by UN Women to perform Grant-Making Work as outlined in the Partner Project Document (being Annex 4 of the Partner Agreement), the Partner agrees to be bound by the following provisions:

1. Grant Award Process

1.1 The Partner shall in accordance with Article VI, section 1 of the Partner Agreement, administer the funds and carry out the Grant-Making Work under its own financial regulations, rules and procedures to the extent that it is determined by UN Women that these do not contravene the principles of the financial regulations and rules of UN Women and that these otherwise are appropriate for the Grant-Making Work.

1.2 Funding provided by the Partner to any individual grant recipient must not exceed 25% of the value of the Partner Agreement. Funding provided by the Partner to all grant recipients cumulatively must not exceed 50% of the value of the Partner Agreement.

1.3 The Partner acknowledges and agrees that it does not have the right to engage a sub-partner to perform Grant-Making Work.

1.4 The Partner shall conduct an assessment of grant recipient proposal(s) against the pre-established eligibility, selection and exclusion criteria outlined in the Partner Project Document meeting the minimum requirements outlined in section 1.5, below. The Partner shall submit eligible grant proposal(s) to an independent designated steering committee or grant selection committee for consideration and final selection. UN Women may appoint a representative on the committee.

1.5 The Partner shall ensure that:

a. The grant award process is organized in a fully transparent manner that guarantees impartiality and equal treatment to all applicants.

b. Local potential grant recipients are invited to submit applications/proposals for grants.

c. All stages of the grant award process are formally documented.

d. Grants are awarded in accordance with formal rules of procedure, including adequate due diligence policies and processes.

e. The evaluation process is based solely on the criteria for eligibility, selection and exclusion outlined in the Partner Project Document.

f. The grant recipient is duly organized and is in good standing in its state/country of organization.

g. Grants are not awarded to applicants:

i. listed on the Consolidated UN Security Council Sanctions List;

ii. involved in child labor;

iii. being investigated for fraud, corruption, sexual abuse, sexual exploitation or other wrongdoing;

iv. engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines;

v. engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof; or

vi. currently or previously engaged as an Implementing Partner or a Responsible Party of UN Women.

h. Grants are not awarded to provide civil construction work, engineering work, purchases of vehicles or other tangible or intangible property, except for copiers, scanners, printers, laptops and computers.

i. All applicants are notified in writing of the grant award outcome.

j. Grant funds are channeled transparently and effectively to grant recipients and paid in tranches based on demonstrated achievement or as outlined in the Partner Project Document.

k. No grant is awarded retroactively for activities already started or completed at the time of the application.

l. A written agreement is entered into with the grant recipient.

m. Procedures are in place (and set forth in any agreements the Partner enters into with grant recipients pursuant to this Partner Agreement) to:

i. recover grant funds unduly paid, and/or to prevent and address irregularities and fraud by the grant recipient;

ii. provide UN Women with the Intellectual Property Rights outlined in section 1.6;

iii. ensure that a grant recipient repay the grant, fully or partially, if the grant results in the grant recipient generating revenue or reducing its costs; and,

iv. suspend, reduce or terminate the grant if the grant recipient fails to comply with its obligations.

1.6 Ownership of patent rights, copyrights, and other similar rights ("Intellectual Property Rights") to any discoveries, inventions or works resulting from the use of the grant shall vest in the recipient of the grant. Nonetheless, the recipient of the grant shall grant UN Women a perpetual, irrevocable, world-wide, non-exclusive and royalty-free license to use, reproduce, adapt, modify, distribute, sub-license and make use of such Intellectual Property Rights, including the ability to further license to program country governments in accordance with the requirements of the agreement between the UN Women and the government(s) concerned.

2. Managing and Monitoring Performance of Grant Recipient(s)

2.1 The Partner shall supervise and monitor the grant recipient's activities and its achievement of specified results pursuant to the grant proposal selected.

2.2 The Partner shall measure the grant recipient's performance based on results achieved against agreed performance targets outlined in the agreement with the grant recipient. Performance shall be monitored and assessed through the progress/narrative and financial reports specified in section 2.3 below.

2.3 The Partner shall ensure that each grant recipient uses the grant as agreed between the grant recipient and the Partner. The Partner shall ensure that effective performance targets are in place against which the grant recipient must report periodically and which the Partner will monitor through regular reporting, at least on an annual basis.

2.4 In addition to Article 14 of Annex 2 of the Partner Agreement, the Partner must ensure that UN Women may undertake various independent assurance measures (such as site/field visits, spot checks, audits and investigations) of grant recipients' programmatic and financial activities.

3. Reporting and Audit

3.1 The Partner shall have in place its own systems to assess and monitor the grant recipient's activities and use of grant funds, including reporting and audit requirements.

3.2 The Partner shall ensure the timeliness and accuracy of the grant recipient's reporting in relation to the grant and shall be responsible for the management of the grant recipient's audits. The Partner shall determine the frequency of audits of grant recipient(s), evaluate audit quality, and monitor audit findings and any corrective measures to ensure resolution. Notwithstanding the above, UN Women shall have the right to audit the grant recipient's related books and records as UN Women may require. Upon request, the Partner shall provide or cause to be provided to UN Women a copy of audit reports of the grant recipient(s).

3.3 The Partner shall provide reporting as outlined in the Partner Agreement. In addition, the Partner shall consolidate the narrative and financial reporting from grant recipient(s) in an annual report that must be submitted to UN Women no later than 30 days after the end of the year.

4. Responsibility of the Partner

4.1 The Partner shall be solely liable for claims by third parties arising from the grant recipient's acts and/or omissions in the course of performing activities under the grant agreement entered into between the Partner and the grant recipient. UN Women shall assume no responsibility for the actions of grant recipients and shall in no way be held liable for third party claims arising therefrom.