



UN Recovery and Peacebuilding Programme, Local Governance and Decentralisation Reform Component

Call for Proposals from NGOs/CSOs

Engaging an NGO/CSO as Responsible Party to provide technical support of the implementation of the small grants programme focused on the support to local development in the selected communities of Donetsk and Luhansk oblasts

I. BACKGROUND INFORMATION

UNDP partners with people at all levels of society to help build nations that can withstand crisis, and drive and sustain the kind of growth that improves the quality of life for everyone. On the ground in 177 countries and territories, we offer global perspective and local insight to help empower lives and build resilient nations.

This Call for Proposals (CFP) is specifically related to the UN Recovery and Peacebuilding Programme (RPP).

The ongoing conflict in eastern Ukraine has had a direct and profoundly negative impact on social cohesion, resilience, livelihoods, community security, and the rule of law. Recognising the need to urgently address reconstruction, economic recovery and peacebuilding needs in areas affected both directly and indirectly by the conflict, in late 2014 the Government of Ukraine requested technical assistance and financial support from the international community to assess priority recovery needs. In late 2014, the United Nations, the World Bank and the European Union conducted a Recovery and Peacebuilding Assessment, which was endorsed by the Cabinet of Ministers in mid-2015.

UNDP has been active and present in eastern Ukraine for the past decade, prior to the conflict, with a focus on community development, civil society development, and environmental protection. Work on addressing the specific conflict-related development challenges discussed above built on this earlier engagement and established partnerships and started in 2015 through the United Nations Recovery and Peacebuilding Programme (UN RPP), a multi-donor funded framework programme jointly implemented by four United Nations partnering agencies: the United Nations Development Programme (UNDP), the UN Entity for Gender Equality and the Empowerment of Women (UN Women), the United Nations Population Fund (UNFPA) and the Food and Agriculture Organisation of the United Nations (FAO).

The UN RPP was designed to respond to and mitigate the causes and effects of the conflict. It is based on findings of the Recovery and Peacebuilding Assessment (RPA). It is aligned to the State Target Programme for Recovery as well as to the two oblasts development strategies up to 2020. The UN RPP involves three pillars for action: 1) restoration of infrastructure and economic recovery; 2) support to local governance and related capacity building; and 3) social resilience and peacebuilding. It is an integral component of the UNDP Country Programme and is therefore fully aligned with the United Nations Partnership Framework (UNPF). It is closely interlinked with the Democratic Governance and Reform Programme, operating nationally and in all of Ukraine's regions and is consistent with the SDGs, in particular SDG 16 (Peace, Justice and Strong institutions).

As an area-based programme specifically developed for the conflict-affected areas of eastern Ukraine, the UN RPP addresses the key stabilisation, peacebuilding, economic and governance priority needs in the east of Ukraine following the start of the conflict. It considers the opportunities that have arisen from the Minsk Protocol of September 2014 and the renewal of its cease-fire provisions (the latest cease-fire having been agreed in March 2018) and is also fully adjusted to the humanitarian-development nexus.

The Programme's interventions are grouped under the following key Programme components, which reflect the region's priority needs:

- Component I: Economic Recovery and Restoration of Critical Infrastructure
- Component II: Local Governance and Decentralisation Reform
- Component III: Community Security and Social Cohesion (CSSC).

The Programme, which operates based on a pooled funding arrangement, follows a multi-sectoral programme-based approach and is implemented using an area-based methodology. With the current project, it is a unifying interventions framework for twelve projects funded by twelve international partners.

To achieve these objectives, it is planned to provide support to local NGOs through the Small Grants Programme (hereafter – “SGP”). Main areas of this Programme are: (AREA I) citizen involvement in decision-making process related to the organisation and quality of local services, (AREA II) implementation of the local strategic plans in local economic development, (AREA III) encouraging anti-corruption monitoring of local governments activities, (AREA IV) encouraging citizen participation at the local level, promoting of openness and accountability of local authorities, (Area V) implementation of the human rights-based and gender-sensitive projects, (Area VI) implementation of the initiatives aimed at protecting of the environment, (Area VII) support and creation of Citizens Advisory Bureau (CABs), (Area VIII) implementation of patient control projects. It is planned that NGO will be competitively selected to provide technical support for the implementation of SGP, that focused on provisioning of assistance on areas mentioned above to local communities.

Therefore, UNDP is seeking to select an “umbrella’ NGO as Responsible Party (hereinafter – Responsible Party) that will provide technical support for the implementation of SGP in the selected villages/settlements/communities, organize training to explain requirements and ensure implementation process for the provision of small grants to local NGOs-grantees.

II. OBJECTIVES AND EXPECTED OUTPUTS/ DELIVERABLES

The overall objective of this Call for Proposal is to select an NGO/CSO as a Responsible Party *interested in providing technical support in the implementation of Small Grants Programme (SGP) under the UN RPP Local Governance and Decentralisation Reform Component in the target hromadas of Donetsk (government-controlled areas - GCAs) and Luhansk (GCAs) oblasts. The list of target hromadas for each oblast will be provided to the Responsible Party selected.*

Detailed objectives, related outputs, deliverables and key considerations are provided in the Terms of Reference – **Annex I**

Final Beneficiaries:

NGOs/CSOs registered and implementing projects on the issues of eight above-mentioned areas in the target hromadas of Donetsk (GCAs) and Luhansk (GCAs) oblasts.

III. ELIGIBILITY & QUALIFICATION CRITERIA

Interested NGOs/CSOs must meet the following criteria to be eligible for the selection:

- Entities registered in Ukraine for at least 3 years (non-governmental, public, charitable, non-

- profit);
- Experience in the management of grant programmes (at least three programmes);
- Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programmes management with a total budget of projects/contracts from USD 200,000.00.

NGOs/CSOs must have a team of at least three members satisfying the requirements that are provided in the Terms of Reference – **Annex I.**

The parameters that will determine whether an NGO/CSO is eligible to be considered by UNDP will be based on the Capacity Assessment Checklist (CACHE) for NGO/CSO that should be duly completed and submitted alongside supporting documents request.

Capacity Assessment Checklist (CACHE) For NGO/CSO template – **Annex II.**

IV. TECHNICAL AND FINANCIAL PROPOSAL

Proposed Methodology, Approach, quality assurance plan and Implementation Plan – this section should demonstrate the NGO's/CSO' response to the Terms of Reference by identifying the specific components proposed, how the outputs/ delivery shall be addressed, as specified; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted.

Moreover, the proposal should demonstrate how the proposed methodology meets or exceeds the TOR, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable and a quality assurance.

Management Structure and Resource (Key Personnel) – This section should include the comprehensive description of the management structure and information regarding required resources including curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

V. EVALUATION CRITERIA & METHODOLOGY

a) Proposals will be evaluated based on the following criteria and methodology:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm/Organization	24%	240
2.	Proposed Methodology, Approach and Implementation Plan	36%	360
3.	Personnel	40%	400
Total			1000

Please refer to Annex I for detailed sub criteria.

b) Evaluation methodology: Quality based under Fixed Budget Selection (QB-FBS)

QB-FBS methodology implies that all proposals have the same maximum overall price (which cannot exceed a known fixed budget amount), focusing the selection on the quality of the proposal and the NGO/CSO proposed approach and methodology.

NGO/CSO shall provide their best technical proposal and financial breakdown (within the budget) in one single envelope (clearly stating proposed overheads). Evaluation of all technical proposals shall be carried out, in accordance with below outlined evaluation criteria, and the entity that obtains the highest

technical score shall be selected. NGOs/CSOs exceeding the established fixed budget in their financial proposals will be rejected.

Any NGO/CSO engaged to act as RP is subject to and must comply with the HACT policy (i.e., micro-assessment and assurance activities) that must be validated through performance measures and quality certified by an independent assessor engaged by UNDP.

c) Budget size and duration

SGP Area	Duration	Proposals amounts and quantity
AREA I: citizen involvement in decision making process related to the organisation and quality of local services	Duration of SGP is 9 (nine) months: approximately from April till December 2020	At least 18 small grants will be provided
AREA II: implementation of the local strategic plans in the area of local economic development		At least 13 small grants will be provided
AREA III: encouraging anti-corruption monitoring of local governments activities		At least 3 small grants will be provided
AREA IV: encouraging citizen participation at the local level		At least 22 small grants will be provided
Area V: Implementation of the human rights-based and gender-sensitive projects		At least 4 small grants will be provided
Area VI: Implementation of the initiatives aimed at protecting of the environment.		At least 8 small grants will be provided
Area VII: Support and establishment of Citizens Advisory Bureaus (CABs), as well as the formation of a network of CABs		At least 11 small grants will be provided
Area VIII: Implementation of the projects aimed on organization and realisation of patient control of the quality of medical services		At least 5 small grants will be provided

It is expected that the maximum amount of one small grant shall not exceed USD 10,000. More details can be found in TOR (Annex 1).

The maximum accepted amount of management services costs is USD 77,000.00 (e.g., rent, electricity, utilities, communication costs (mail, phone, internet), insurance, fuel, security, cleaning). The amount requested in the proposal should be commensurate with the organisation's administrative and financial management capabilities.

The duration of proposed activities should not exceed the period of nine (9) months. The anticipated implementation period is April 2020 – December 2020. The organizations are requested to submit a clear dynamic plan for each deliverable within the foreseen timeframe.

The schedule of payments for the administration and management services will be agreed with the Responsible Party before the start of the assignment. Payments to the Responsible Party to cover administration and management services costs will be performed in equal proportions on a monthly basis linked to deliverables and executed upon submission and acceptance of the Final Report (including Final Financial Report, Narrative Report, Report on Indicators and final list of beneficiaries).

Upon completion of all deliverables and acceptance of the Final Report the Responsible Party receives the final payment envisaged in the proposal but not exceeding the maximum allocation provided by the donor (European Union, Sweden and Switzerland).

VI. SELECTION PROCESS:

The UNDP will review proposals through a five-step process: (i) determination of eligibility; (ii) technical review of eligible proposals; (iii) scoring and ranking of the eligible proposals based on the assessment criteria outlined in the previous section to identify highest ranking proposal; (iv) round of clarification (if necessary) with the highest scored proposal; and (v) Responsible Party Agreement (RPA) signature.

VII. SUBMISSION PROCESS

Applicants shall bear all costs related to proposal preparation and submission.

Applicants must submit their Technical and Financial proposals in electronic format to tenders.ua@undp.org. *Please note that bids received through any other address will not be considered.* PDF files preferred in **ZIP archives only**. **(Other types of archive can cause failure during opening of proposals).**

PLEASE make all efforts to provide your proposal in 1 archived PDF file not exceeding 8 MB size.

Applicants are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

The following documents must be submitted in order for the submission to be considered:

1. Applications (project proposals) in the form of the template attached (**Annex II – Capacity Assessment Checklist for NGO/CSO**), including organizational profile with the following details:
 - Proof of registration as a non-governmental/non-commercial organization including copies of registration certificate;
 - A clearly defined management structure of the organisation;
 - Proven track record of experience in the implementation of similar/related type of activities;
 - Experience in the management of grant programmes;
 - Experience in project implementation or execution of contracts for the provision of professional services in the area of grant programmes management;
 - Audited financial statements for the past two years.
 - A work plan with the proposed work schedule indicating the persons responsible for each area of activity;
2. Description of the management methodology and implementation of the small grants programme, which should include the following:
 - Communication strategy and plan for dissemination of information about the contest, including cooperation with the media and NGOs, placement of information via online resources and social networks;
 - Description of the online application system with a timeframe for its launch if not developed yet;
 - Description of organization of all stages of the project proposals evaluation process with proposed criteria for evaluating business plans and evaluation procedures;
 - Procedure for monitoring and evaluation of grants projects, including the admission procedures and inspection reports description, quality control methods;
 - Description of communication tools available for interaction with applicants and grantees, which should include but not limited to a telephone hotline;
 - Personal CVs of Project Team, including information about past experience in similar projects / assignments and clear definition of roles and responsibilities for this assignment;
 - Quality assurance plan.
3. At least 3 reference letters from previous customers/clients/partners reflecting the nature of projects implemented, their results and the role of the applicant;
4. Information regarding required resources including **curriculum vitae (CVs)** of key personnel that will be assigned to support the implementation of the proposed methodology (clear definition of roles and responsibilities).
5. The Financial Proposal with a detailed cost breakdown, **Annex III**.

Only one submission per organization is allowed. Organizations may not participate in more than one proposal. Once the application is complete and submitted, revised versions of proposal documents will not be accepted. Partial application will not be accepted.

Interested NGOs/CSOs may obtain further information or clarification by contacting the UNDP office in Ukraine through the following address:

E-mail address: procurement.rpp.ua@undp.org.

Submission Deadline

Proposals, with supporting documents, should be submitted by **26 March 2020, at 24:00.**

Estimated Competition Timeline

For reference purposes only, please consider the following indicative timeline:

12 March 2020: Call for Proposal opens, and relevant documents are posted online.

26 March 2020: Deadline for organizations to submit proposals under this Call.

08 April 2020: Assessment and selection processes will take place.

22 April 2020: Selected applicants will be notified.

IMPORTANT ADDITIONAL INFORMATION

UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See

http://www.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/> for full description of the policies) In responding to this Call for Proposals, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

- * Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Terms of Reference, cost analysis/estimation, and other documents to be used in this competitive selection process;

- * Were involved in the preparation and/or design of the programme/project related to the services requested under this Call for Proposals; or

- * Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether such conflict exists.

UNDP looks forward to receiving your proposal and thanks you in advance for your interest in UNDP activities.

Yours sincerely,

Sukhrob Kakharov

Mr. Sukhrob Kakharov,

Operations Manager UNDP
Ukraine

Annex I



Terms of Reference

Engaging an NGO/CSO as Responsible Party to provide technical support for the implementation of the small grants programme, focused on the support to local development in the selected communities of Donetsk and Luhansk oblasts

Project name: UN Recovery and Peacebuilding Programme, Local Governance and Decentralisation Reform Component

Country/place of implementation: Ukraine / Donetsk (government-controlled areas - GCAs) and Luhansk (government-controlled areas - GCAs) oblasts

Type of Contract: Responsible Party Agreement

I. BACKGROUND

The United Nations Development Programme (UNDP) has been actively working in eastern Ukraine for the past decade, prior to the conflict, focusing on community and civil society development, and environmental protection.

Since 2015, upon request from the Government of Ukraine, UNDP started its work on addressing conflict-related challenges by early engagement, establishing partnerships through the **United Nations Recovery and Peacebuilding Programme (UN RPP)**. The UN RPP is a multi-donor funded framework programme, jointly implemented by four UN partnering agencies: UNDP, UN Women, FAO, and UNFPA in cooperation with the government of Ukraine.

The UN RPP was designed to **respond to and mitigate the causes and effects of the conflict**. The UN RPP is an integral component of the UNDP Country Programme. It is fully aligned with the United Nations Partnership Framework (UNPF), closely interlinked with the Democratic Governance and Reform Programme, operating national wide and in all of Ukraine's regions.

The Programme's interventions are grouped under the following key Programme components, which reflect the region's priority needs:

Component 1: Economic Recovery and Restoration of Critical Infrastructure

Component 2: Local Governance and Decentralisation Reform

Component 3: Community Security and Social Cohesion.

The Programme is pooling funds employing a multi-sectoral programme-based approach and is implementing using an area-based methodology and unifying interventions framework for 12 projects funded by 12 international partners.

In October 2018, four UN agencies (UNDP, UN Women, FAO and the UNFPA) had countersigned a new joint project document, funded by the EU. The overall objective of the project is to restore effective governance and promote reconciliation in the crisis-affected communities of Donetsk and Luhansk oblasts of Ukraine, thereby enhancing the credibility and legitimacy of local governments in the government-controlled areas (GCAs) of the oblasts. It will contribute to peacebuilding and prevent further escalation of conflict in Ukraine through effective and accountable decentralisation, gender-responsive recovery planning and equal access to services, as well as enhanced community security and social cohesion.

This endeavour will be achieved through the pursuit of the following specific **objectives**

1. To enhance local capacity for gender-responsive decentralisation and administrative reforms to improve governance, local development and the delivery of services.
2. To stimulate employment and economic growth by assisting in Micro-, Small- and Medium Enterprise (MSME) development through demand-driven business development services and professional skills training.
3. To enhance social cohesion and reconciliation through the promotion of civic initiatives.
4. To support sector reforms and structural adjustments in health, education and critical public infrastructure to mitigate the direct impacts of the conflict.

To achieve these objectives, it is planned to provide support to local NGOs through the Small Grants Programme (hereafter – “SGP”). Main areas of this Programme are: **(AREA I)** citizen involvement in decision-making process related to the organisation and quality of local services, **(AREA II)** implementation of the local strategic plans on local economic development, **(AREA III)** encouraging anti-corruption monitoring of local governments activities, **(AREA IV)** encouraging citizen participation at the local level, promoting of openness and accountability of local authorities, **(Area V)** implementation of the human rights-based and gender-sensitive projects, **(Area VI)** implementation of initiatives aimed at protecting of the environment, **(Area VII)** support and creation of Citizens Advisory Bureau (CABs), **(Area VIII)** implementation of the projects aimed on organisation and realisation of patient control of the quality of medical services. The Responsible Party (NGO/CSO) will be competitively selected to provide technical support for the implementation of the above described SGP, in the selected villages/settlements/communities, organize trainings to explain requirements and ensure a due implementation process for the provision of small grants to local NGOs-grantees.

II. MAIN OBJECTIVES OF THE ASSIGNMENT

The main objective of this assignment is to establish a mechanism and manage the process of allocation of small grants to local NGOs of two target oblasts – Donetsk and Luhansk. The SGP should be implemented in two target oblasts, namely the government-controlled territories of Donetsk and Luhansk oblasts.

Specifically, the Responsible Party shall implement the following measures:

- Develop and agree with UNDP (a) the detailed plan and schedule for implementation of the objectives, (b) methodology for the evaluation of applications, (c) methodology of monitoring and evaluation of the effective implementation of local initiatives, (d) the selection criteria of the applications;
- Develop for each direction of SGP (a) advertisements, (b) Call for Proposals, (c) application form and (d) full document package for application;
- Announce and manage a call for proposals under each SGP topic;
- Provide assistance, in case potential applicants experience problems with applying via online module (weak internet connection, limited access to the internet, etc.).
- Arrange review and evaluation of applications by Grant Selection Committee;
- Prepare Low-value grant agreements (hereafter – LVGA) with beneficiaries and provide to UNDP for signing and further financing. The template of the LVGA with annexes will be provided by UNDP. The Responsible Party should provide clarifications to grantees on filling all LVGA annexes and revise them before submitting it to UNDP;
- Monitor implementation of small grants projects by grantees;
- Ensure broad dissemination of information about small grants programme among key stakeholders and the public;
- Coordinate the activities with the UNDP offices in Donetsk and Luhansk oblasts.

The administrative costs related to the implementation of the small grants programme under this TOR must not exceed the total allocated amount of 77,000.00 USD

It is expected that the maximum amount of one small grant shall not exceed USD 10,000.

III. SCOPE OF WORK AND EXPECTED OUTPUTS

During this assignment, the Responsible Party should perform the following tasks in agreement with UNDP.

GENERAL TERMS FOR THE SMALL GRANTS PROGRAMME

Initiatives funded under the SGP shall be focused on supporting NGO action on the following AREAs:

- involvement of inhabitants of hromadas in decision making processes, which are related to the organisation and quality of local services;
- implementation of hromadas' strategic plans in local economic development area;
- support of local governments activities anti-corruption monitoring;
- encouragement of hromadas' inhabitants' participation at local level and promoting of openness and accountability of local authorities;
- implementation of the human rights-based and gender-sensitive projects;
- implementation of the initiatives aimed at protecting of the environment;
- support Citizens Advisory Bureau (CABs) creation, as well as the formation of a network of CABs;
- implementation of the projects aimed on organization and realisation of patient control of the quality of medical services.

Small grants should be

- (1) cover target hromadas of two oblasts that will be identified by UNDP (list of hromadas will consist of 41 territories in the raions of Donetsk oblast (Bahkmut, Mariinka, Volnovakha, Yasynuvata) and Luhansk oblast (Bilokurakine, Bilovodsk, Kreminna, Markivka, Milove, Novoidar, Novopskov, Popasna, Stanytsia Luhanska, Troitske);
- (2) provided to local NGOs that are registered on the territory of the target oblasts;
- (3) provided to local NGOs that must be selected through a competitive procedure.

Local small grants initiatives under SGP are aimed at supporting the decentralisation reform and strengthening local capacity through the implementation of SGP in the areas mentioned above. It is expected to support at least 84 projects in total during the period of Agreement. The number of small grants that should be provided:

AREA I. At least 18 small grants should be provided.

AREA II. At least 13 small grants should be provided.

AREA III. At least 3 small grants should be provided.

AREA IV. At least 22 small grants should be provided.

AREA V. At least 4 small grants should be provided.

AREA VI. At least 8 small grants should be provided.

AREA VII. At least 11 small grants should be provided.

AREA VIII. At least 5 small grants should be provided.

The total number of grant recipients will be determined based on the requested amount of submitted proposals upon completion of an evaluation process for each Call for Proposals.

THE SMALL GRANTS PROGRAMME OBJECTIVES:

AREA I. Small grants will be offered to develop and adapt systems, processes and community networks for better organisation and quality of local services, namely broader and faster access to services and information, or improved back-office operations of local governments and service information centers. The application of transparency and accountability principles to the solutions regarding the quality of local services (e.g. administrative services) will allow better services to be provided over larger territories, as well as increase the accessibility, speed, accuracy and convenience for the targeted services. They will contribute to realizing the efficiency gains of amalgamation, by enhancing the accessibility and quality of services and ensuring effective public oversight.

Grants in this area can promote: a) transparency of decisions taken by local councils, including work of public councils and community-based watchdog groups; b) online access to local service providers and information, for example: registers, rolls, utilities, etc.; c) better administrative services, for example through online application for and delivery of documents like certificates, approvals, etc. minimizing the physical interaction with local government staff and reducing the time for processing; d) faster and more accurate processing of documents, through improved back-office operations.

AREA II. Under this area, targeted grants can address improvements in the implementation of the local strategic plans in human-rights and gender-responsive local economic development, including small equipment or infrastructure projects, complemented by capacity building and technical assistance for the improvement of local service provision, or extension of an area in which services are offered. These targeted grants should allow better implementation of local strategic plans and will demonstrate the benefits of the human rights-based approach and gender-responsive local economic development. As a result, citizens should understand that amalgamation is an effective alternative for previous territorial fragmentation. Grants will improve the status and visibility of local government and will also demonstrate to citizens benefits to living in an amalgamated hromada.

AREA III. Small grants can support development and adaptation of systems, processes and networks for strengthening anti-corruption monitoring of local government activities. Local NGOs will receive small grants for conducting of analysis of declared vs. publicly available information in selected socio-economic sector. NGOs might expand their watchdog functions, following up on the analysis of corruption risks for related local government decisions. As a result, recommendations will be presented to the target hromadas on their way to improve transparency and anti-corruption practices.

AREA IV. Small grants can support community networks for increased citizen participation, namely broader and faster access to public information and decision making, or improved operations of local governments by developing governments' cooperation with the community groups/watchdog/public councils and advocacy groups. The main goal is the establishment of mechanisms for intersectoral cooperation, opening citizens' consulting centres on relevant social and legal issues, etc. The SGP will make available targeted grants for implementation of the forms mentioned above and tools for citizen participation. Under this Area, SGP will contribute to enhancing the quality of services, transparency of local financial administration procedures, and sustainable development of target hromadas.

Also, small grants within this area should be focused on: (i) implementation of systematic innovative communication mechanisms for clear and transparent reporting to the community on activities, costs and results obtained; (ii) establishing effective relations between government and civil society through the informative awareness activities; (iii) increasing the level of responsibility of authorities and service providers to the community; (iv) improving access to information for community residents; (v) establishing dialogue and partnerships with the community, service providers and the private sector; (vi) implementation of public monitoring systems in local self-government bodies; (vii) implementation of innovative e-government tools for the use of data analysis, local governments reporting; (viii) implementation of the public oversight on the prevention of public procurement violations (using the ProZorro system and the DoZorro online public oversight platform); (ix) carrying out monitoring and timely warning of local self-government bodies on activation of changes in the results of tenders; (x) increasing the level of responsibility of the authorities to the community and establishing of effective “community – local authority” relationships; (xi) development of dialogue between the authorities and the community through the use of public monitoring tools.

AREA V. Small grants will be offered to support the implementation of gender mainstreaming and human rights-based projects. The main goal is to establish local mechanisms of raising awareness of the importance of including gender mainstreaming and human rights issues in day-to-day life of the community and local self-governance bodies (for example: planning, budgeting, monitoring and so on).

AREA VI. Small grants under this area will address issues related to strengthening the implementation of environmental initiatives, providing practical support, as well as expanding and automating systems of environmental monitoring, control and environmental reporting in target communities.

The main activities within this Area are: (i) integrated control of solid waste management, including waste from electrical and electronic equipment; (ii) management of ecosystems by regional authorities and amalgamated territorial communities (degraded lands and forests, unexploded lands, elimination of water and soil pollution, flooding in mines, etc.); (iii) development of renewable energy sources; (iv) improvement of accessibility and quality of drinking water;

AREA VII. Support and establishment of Citizens Advisory Bureaus (CABs) in the Donetsk and Luhansk oblasts, on the territories under the control of the Government of Ukraine. CABs main activity is to provide local information and consultations in emergency situations, as well as social, psychological and legal assistance (where required). At least four small grants should be delivered for creation of new CABs and seven small grants – for support of already existing ones.

AREA VIII. Small grants within this area will focus on the establishment of an effective system of patient control on the quality of services provided in medical facilities.

Local initiatives that will be implemented by local NGOs within the SGP may be dealing with the following types of activities, such as (the list is non-exhaustive and shall be agreed with the UNDP before the launch of Call for Proposals on each of the topics):

- Purchase of new equipment and/or tools that are necessary for the achievement of SGP’s results;
- Payment for services that are necessary for the achievement of the SGP’s result (such as surveys, analysis, development of online tools/applications, etc.);
- Conducting training/workshops/events.

All the expenditures must be made following UNDP rules and regulations. Information about demands and process of procurement will be provided by UNDP and must be published as part of the Call for Proposals.

Conditions and requirements to NGOs applicants:

- NGO should be officially registered in Donetsk or Luhansk oblasts (Government controlled area) with the status of “non-profit” or “charitable”;
- NGO should operate on the territory of the respective oblast;
- NGO should implement their project on the territory of the target hromada;
- NGO should have a capacity to implement small grant (management, staff, etc.)
- Each applicant may submit more than one application but may only receive financing for one small grant implementation.

THE SMALL GRANTS PROGRAMME IMPLEMENTATION

1. Initial stage. Development of an action plan and implementation schedule by Responsible Party.

Outputs:

- A detailed action plan and schedule of weekly activities for implementation of the small grants programme (including conduction of training and webinars) have been developed and approved;
- Criteria for NGO selection have been developed and agreed with UNDP;
- A schedule and templates of reports that the Responsible Party should provide to UNDP under the programme follow the pre-set template agreed with UN RPP that includes both substantial and financial parts and shall be shared with the respective official.;
- The responsible persons from the Responsible Party and UNDP have been determined and the rules and format of written and oral communication on small grants programme implementation have been approved;
- The procedure of grant allocation, monitoring and evaluation have been developed and approved.

Indicative timeframe: two weeks upon signing of the agreement.

2. The announcement of the Call for small grant proposals and collecting applications from the representatives of the target audience.

Outputs:

- Call for proposal on each area is developed by Responsible Party and approved by UNDP;
- The full package of documents is available on the Responsible Party's website (if necessary) and other websites agreed with UNDP. All calls for proposals should be posted on UNDP website as well;
- A system of communication with applicants has been developed and launched, including providing timely responses to questions received from potential applicants. The system can handle communication through various channels throughout the whole small grants programme lifespan;
- A system of collection and registration of application proposals from applicants has been introduced. The application registration system should be electronic and ensure prompt registration of proposals. The Responsible Party shall provide constant access to the applications database to UNDP staff members;
- At least 8 Calls for proposals have been announced within this SGP. Additional Call for proposal(s) may be announced in case the available SGP pool fund was not fully used;
- Training and webinars on how to fill in the application form and general demands to applicants are conducted;
- The applications have been collected and registered according to the schedule and prepared for evaluation.

Indicative timeframe: six weeks upon signing of the agreement.

3. Evaluation of applications.

The evaluation of applications takes place in several stages:

- 1) At the stage of registration, the applications are evaluated formally (eligibility of the applicant and the proposed project, compliance with the requirements of competition). Applicants whose applications were rejected at this stage should be promptly notified of this decision in order to have a possibility to refine their proposals.
- 2) At the second stage, applications will be evaluated by The **Grant Selection Committee** that will consist at least of representatives of Responsible Party, UN RPP participating agencies' specialists and other related counterparts. The final list of the members of the **Grant Selection Committee** will be finally defined and approved by UNDP.

After evaluation process it is planned that Responsible Party must fill in the LVGA template (that will be provided by UNDP) with respective information for every NGO grantee that is to receive a small grant. Agreements and all the annexes should be filled in two languages – English and Ukrainian.

Completed LVGAs should be provided to UNDP within five working days after the list of winners on each area is generated.

Outputs:

- All applications have been assessed using formal criteria. The lists of applications rejected at the first stage have been compiled, all the applicants on the list have been notified on the rejection of their proposals;
- Members of the **Grant Selection Committee** for each area are agreed and approved by UNDP;
- All applications that meet the formal criteria have been evaluated by Grant Selection Committee. Applications will be evaluated according to the defined criteria and assign the respective points to each application. Minutes with results of the Grant Selection Committee are prepared by Responsible Party and approved by UNDP;
- Based on the results of the evaluation, the reports have been prepared and a list of winners and a reserve list have been generated. List of winners and waiting list prepared by Responsible Party and approved by UNDP;
- All participants were informed of the results (via e-mail and telephone) within five working days after UNDP has approved the results;
- Information on the results of competition has been released at the Responsible Party's website within five days after UNDP has approved the results;
- The LVGAs with each NGO grantee have been prepared and provided to UNDP for signing (the text of each filled in LVGA with all annexes should be approved by UNDP);

Indicative timeframe: twelve weeks upon signing of the agreement.

4. Providing technical and programme support for the implementation of the small grants programme. Monitoring of the projects implemented by the grantees.

Responsible Party shall monitor all LVGAs in compliance with the instructions provided by UNDP. Financing to the grantees will be provided by UNDP in several tranches. The number of tranches will be specified for each grant and will depend on the area of grant support. Financing requirements must be specified in the call for proposals separately on each area and type of grants ("soft"/"hard").

NGO-grantee shall provide reports as evidence of the proper use of the obtained financing. The number of reports will be specified in accordance with the number of tranches. NGOs must provide an intermediary report after implementing a stage of the project and spending each tranche received from UNDP.

After implementation of small grant initiative NGO grantee must provide a final report (that will include Performance Targets Report, Narrative Report, Financial Report on the Use of Funds).

The Responsible Party must check intermediary and final reports and send it to UNDP for approval and further financing of the grantee. Forms of the reports will be provided by UNDP and formalized in LVGA. The Responsible Party must ensure permanent monitoring of the grant implementation process and timely inform UNDP about any possible issues and problems.

Responsible Party should timely identify and inform UN RPP about possible economy of funds in order to timely react and implement projects.

Outputs:

- Reports (both financial and narrative) of the grantees have been received, verified and sent for approval to UNDP according to the schedule;
- Advice on operational reporting is promptly provided to NGO grantees through various channels (email, telephone hotline);
- Information on possible economy of funds is provided to UNDP. If it's possible new small project implementation should be started in order to deliver all the grants pool budget;
- Implementation of local initiatives is monitored through inspection reports, personal and remote consultation and monitoring visits (if necessary). The schedule of monitoring visits has been approved with UNDP;
- The reports of grantees and monitoring reports (both financial and narrative) have been checked and submitted to UNDP for signing;
- Responsible Party ensured small grants implementation monitoring process. UNDP should be timely informed if a grantee does not comply with the terms of a grant agreement.

Indicative timeframe: thirty-six weeks upon signing of the agreement.

GENERAL ACTIVITIES

- 5. Coordination of activities with other UNDP partners and contractors to achieve effective synergies whenever possible.**
- 6. Wide coverage of the fact that UNDP and UN Women provide funding to the small grants programme in the products created under the agreement.** Ensuring visibility of UNDP and project donors in strict accordance with approved guidelines.
- 7. Ensuring visibility and information reference** to UNDP and the governments supporting the programme on all products created under the contract implementation. Ensuring visibility of UNDP and Governments of the countries that finance the small grants programme by placing visual materials on equipment purchased by the grantees.

IV. MONITORING/REPORTING REQUIREMENTS

The Responsible Party shall submit the following reports according to UNDP format and guidelines: The format of reports shall be agreed upon at the first stage of the assignment, but UNDP reserves the right to make required changes and clarifications in the report template.

Types of reports:

- Interim reports, including reports on the work accomplished, results, monitoring, and financial indicators for each Call for Proposals.

- Weekly operational email reports on progress and the implementation of the small grants programme;
- Brief reports periodically submitted at the request of UNDP in cases where it is required to get information on the progress in-between reporting periods;
- Final report, including a summary of activities and results, lessons learned and conclusions, as well as financial report for the total duration of the contract – till the 10th of December 2020.

Reimbursement of management and operational costs shall be made in several installments as per the schedule agreed with UNDP.

The Responsible Party should comply with the system of monitoring, evaluation and quality control introduced by UNDP, and also provide the necessary information, reports and statistical data according to the pre-determined schedule *or* as soon as possible (within a reasonable time).

The Interim reports and Final report should follow the pre-determined template agreed with UNDP that includes both narrative and financial parts and will be submitted to the respective officer.

As a quality assurance measure, UNDP reserves the right to initiate spot-checks of grantees to conduct interviews and receive feedback on the quality of the Responsible Party's performance. The Responsible Party should facilitate the process by providing UNDP with all necessary contacts of the grantees and should refrain from influencing the impartiality of the assessment procedures.

V. INSTITUTIONAL ARRANGEMENT

Roles and Responsibilities of the Engaged Responsible Party:

- Allocate the proper and needed skilled personnel to carry out the project's outputs;
- Be responsible of all logistics related to the completion of this assignment including remuneration of staff /experts / administrative issues related to implementation of activities; all materials and tools required for activities completion; transportation; rental; communication; allowances; etc.;
- Ensure proper reach out to beneficiaries;
- Implement and constantly monitor the activities;
- Provide required and ad-hoc comprehensive reports on a timely manner (focusing as well on the outcome).

Role of UNDP

- Provide field supervision and quality assurance by UNDP's personnel;
- Follow up, monitor and evaluate the progress of implementation of activities and manage/mitigate potential risks;
- Approve progress/final reports.

VI. EXPERIENCE AND QUALIFICATION REQUIREMENTS

The applicants for providing assistance for small grants programme implementation have to meet the following criteria:

- Be officially registered organisation in line with Ukrainian law (as an NGO, charity fund or other forms of civil society organisation (including non-profit and non-governmental organisations) that is legally constituted and duly registered);
- At least three years proven experience in supporting grants provision or effective grant administration (at least 3 programmes);
- Experience in project implementation or performance of professional services contracts in the area of grant programmes management with a total budget from at least USD 200,000.00.

A project team should consist of at least three experts:

- **Team Lead/Manager:**

- 1) Master's (or equivalent) degree in economics, law, management, entrepreneurship, public administration or related field;
- 2) Minimum of 3 years of professional experience in project management (references should be provided)
- 3) At least 3 years of experience in implementing projects/programmes/granting;
- 4) Fluency in Ukrainian is required, working level of English.

- **Local capacity building expert (at least one person):**

- 1) Bachelor's (or higher) degree in economics, law, management, public administration or related field
- 2) Minimum of 3 years of experience in local capacity building projects implementation;
- 3) Experience in the evaluation of local initiative projects as part of the grant programmes (participation in at least two programmes) (references should be provided);
- 4) Fluency in Ukrainian, Russian is required, working knowledge of English will be considered as an advantage.

- **M&E and Communications Associate:**

1. Bachelor's (or higher) degree in economics, law, management, public administration or related field;
2. Minimum 1 year of experience in development of M&E frameworks for projects;
3. Minimum 2 year of experience of communication about the project / programme (preparation of press releases, communication in the media);
4. Experience with international donors' programmes will be considered an advantage;
5. Fluency in Ukrainian and Russian is required.

- **Finance Associate:**

- 1) Bachelor's (or higher) degree in finance management, accounting or other related fields;
- 2) Minimum of 3 years of experience of financial management in implementing projects/programmes/provision of grants to NGOs/reporting;
- 3) Minimum of 3 years of experience in providing financial/accounting to international technical assistance organisations or other donors/customers.

VII. DOCUMENTS TO BE SUBMITTED IN PROPOSAL:

<input type="checkbox"/>	
<input checked="" type="checkbox"/>	A letter of interest/offer, which outlines previous experience in implementing similar programmes and competitive advantages of the applicant company.
<input checked="" type="checkbox"/>	A work plan with the proposed work schedule indicating the approximate cost and the persons responsible for each area of activity.
<input checked="" type="checkbox"/>	Description of the methodology of SGP implementation and monitoring. <ul style="list-style-type: none"> - A strategy of communication and dissemination of information about the competition, including cooperation with the media and NGOs, production of informational videos featuring the terms of the programme, placement of information via online resources and social networks; - Description of receipt and registration of applications; - Description of organisation of all stages of the project proposals evaluation process by specifying criteria for evaluating of applications plans and evaluation procedures; - The procedure for monitoring and assessing the implementation of grant projects, including the admission procedures and inspection reports, quality control methods for implementing small grant initiatives;

	- Description of feedback and communication with applicants and grantees, which should include the description of hotline operation and other communication tools.
<input checked="" type="checkbox"/>	Copy of the Statute/Charter of applicant.
<input checked="" type="checkbox"/>	Copy of a certificate/excerpt from the Unified State Registry of Legal Entities and Private Entrepreneurs.
<input checked="" type="checkbox"/>	Copy of a certificate proving that the organisation is non-profit (if available).
<input checked="" type="checkbox"/>	CVs of the project team members, including information about the experience on implementing the similar projects/objectives (references should be provided).
<input checked="" type="checkbox"/>	Minimum 2 references on similar projects from previous clients.

VIII. PROPOSED PAYMENT SCHEDULE:

The schedule of payments for the grants' administration services will be agreed with the Responsible Party before the start of the assignment. Payments to the Responsible Party to cover Administrative (management and operational) costs will be performed on a monthly basis and will be linked to deliverables and executed upon submission and acceptance of the Final Report (including Final Financial Report and final list of beneficiaries).

Minimum evaluation criteria

(The companies/organisations that are compliant with minimum evaluation criteria will be passed to technical evaluation)

1. Officially registered organisation (non-governmental, public, charitable, non-profit, for-profit), at least 3 years;
2. Experience in the management of grant programmes (at least three programmes);
3. Experience in project implementation or execution of contracts for provision of professional services in the area of grant programmes management with a total budget of projects from USD 200,000.00.

Technical criteria:

Summary of Technical Proposal Evaluation Form	Score Weight	Max Points obtainable
Expertise of Firm/Organisation	24%	240
Proposed Methodology, Approach and Implementation Plan	36%	360
Personnel	40%	400
Total	100%	1000

Forms of assessment of technical proposals are given in the next two pages. The maximum score that may be received for each assessment criterion indicates the relative significance or part of such a criterion in the overall assessment process.

Assessment of technical proposal Form 1		Maximum score	Company / Other organisation		
			A	B	C
Experience of the company / organisation submitting the proposal					
1.1	Officially registered organisation (non-governmental, public, charitable, non-profit) (minimum 3 years – 10 points, 3–4 years – 30 points, 5–6 years- 45 points, 7 years or more – 60 points).	60			
1.2	Experience in providing of support for implementation of grant programmes (number of successfully implemented programmes: 3 programmes – 50 points, 4 programmes – 70 points, 5 programmes and more – 90 points).	90			
1.3	Experience in project implementation or execution of contracts for provision of professional services in the area of grant programmes management with a total budget of projects / contracts: - \$200,000.00–250,000.00 – 50 points; - \$250,001.00–300,000.00 – 70 points; - \$300,001.00 or more – 90 points.	90			
Overall score on Form 1		240			

Assessment of technical proposal Form 2		Maximum score	Company / Other organisation		
			A	B	C
Proposed work plan, methodology and approach					
2.1	How well-elaborated and robust is the information and awareness raising campaign strategy to promote the small grants programme implementation? - The proposed regional communication channels include print media, online resources and social networks	70			

	<p>and embrace the audience in target hromadas – up to 20 points;</p> <ul style="list-style-type: none"> - The information strategy envisages video production and preparation of press conferences and describes in detail their format and content – up to 20 points; - Proposed system for response to inquiries from potential applicants oriented to provide prompt feedback and processing of all inquiries – up to 30 points. 				
2.2	<p>How well developed is a system of feedback and communication with applicants and grantees?</p> <ul style="list-style-type: none"> - The approach provides for a telephone hotline and details its method, the schedule and features of its operation – up to 25 points; - The system for registration of applications provides online format and prompt registration, identification of repeated applications, granting the status of each application, the possibility of automatic responses to participants and creation of a database and mailing list – 25 points. 	50			
2.3	<p>How well-developed is a proposed approach to the process of evaluation of applications?</p> <ul style="list-style-type: none"> - The suggested evaluation system provides a detailed description of the methodology at each stage – up to 20 points; - The methodology for applications evaluation is reasonable and realistic, complies with the competition objectives and allows to assess the application potential – 30 points; - The process of evaluating applications is transparent and impartial, it envisages the involvement of the independent evaluation committee at a final stage (specified composition and ways of attracting committee members, spelled assessment methodology and operational procedure of the evaluation committee) – 30 points; - The proposed timeframe and logistics for arranging Grant Selection Committee is realistic and addressing TORs requirements – up to 20 points. 	100			
2.4	<p>How well-developed and robust is the methodology for monitoring and evaluation of implementation of projects having received grants?</p> <ul style="list-style-type: none"> - The proposed monitoring implementation plan has realistic timeframe and logistics arrangements – up to 15 points; - The monitoring and evaluation methodology suggested is realistic, unified for all grantees and is able to analyse progress of grants implementation based on clear evaluation method – up to 25 points; - The proposed monitoring and reporting mechanism shows sufficient capacity of the Responsible Party to provide counseling on reporting issues to grantees – up to 20 points. 	60			

2.5	How well developed and robust are the procedures of preparatory support of applicants? - Contractor shows sufficient capacity to provide methodological support to applicants during the process of proposals preparation – up to 25 points; - Developed procedures are realistic, logical and fully describes the algorithm of providing consultancy on preparatory stage – up to 25 points.	50			
2.6	How well-elaborated is the proposed plan of work and suggested timeline? - Weekly detailed elaboration of a work plan – 8 points - Daily detailed elaboration of a work plan – 8 points; - The schedule is realistic and meets the assignment timeframe – 14 points.	30			
Overall score on Form 2		360			

Assessment of technical proposal Form 3		Maximum score	Company / Other organisation		
			A	B	C
Personnel					
	Head of project team				
3.1	Experience in project management (3 years – 30 points, 4–6 years – 40 points, 7 years and more – 50 points).	50			
3.2	Experience in the implementation of projects / programmes / provision of grants (3 years – 30 points, 4–6 years – 40 points, 7 years and more – 50 points).	50			
3.3	Higher education in economics, law, management, entrepreneurship, public administration or related field (Master’s (or equivalent) – 15 points, PhD or higher – 30 points).	30			
3.4	Language command (Ukrainian, Russian and English (working level) – 15 points, Ukrainian, Russian and English (fluent) – 20 points).	20			
Interim score according to criteria 3.1–3.4		150			
	Other Expert – Local capacity building expert				
3.5	Experience in local capacity building projects implementation (3 years – 15 points, 4–6 years – 20 points, 7 years or more – 25 points).	25			
3.6	Experience in the assessment of local initiative projects as part of the grant programmes (1 programme – 15 points, 2 programmes – 20 points, 3 programmes and more – 25 points).	25			
3.7	Education in economics, law, management, entrepreneurship, business administration or related field (Bachelor’s degree or equivalent – 10 points, Master’s – 15 points, PhD or higher – 20 points).	20			
3.8	Language command (Ukrainian, Russian) – 10 points, Ukrainian, Russian and English (working level) – 15 points.	15			

	Interim score according to criteria 3.5–3.8	85			
	M&E and Communications Associate				
3.9	Experience of development of M&E frameworks (1 year – 10 points, 2 years – 20 points, 3 years and more – 30 points).	30			
3.10	Experience of communication about the project / programme (1 year – 10 points, 2 years – 20 points, 3 years and more – 30 points).	30			
3.11	Higher education in economics, law, management, public administration or other related field (Bachelor's degree or equivalent – 5 points, Master's – 7 points, PhD or higher – 10 points).	10			
3.12	Language command (Ukrainian, Russian) – 10 points	10			
	Interim score according to criteria 3.9–3.12	80			
	Other Expert – Finance Associate				
3.13	Experience in financial management in the implementation of projects / programmes / provision of grants to NGOs (3 years – 10 points, 3–6 years – 20 points, 7 years and more – 30 points).	30			
3.14	Experience in the provision of financial / accounting reporting to international technical assistance organisations or to other donors / customers (3 years – 20 points, 3–5 years – 25 points, 6 years or more – 30 points).	30			
3.15	Higher education in financial management, accounting or related field (Bachelor's degree or equivalent – 10 points, Master's – 20 points, PhD or higher – 25 points).	25			
	Interim score according to criteria 3.13–3.15	85			
Overall score on Form 3		400			

Annex II – Capacity Assessment Checklist for CSO/NGO

Interested NGOs are requested to fill out the below questionnaire, attaching supporting documentation as much as possible.

If you are an international NGO, please provide information relating to your local presence in this country only.

Please note that attachments should be provided to support each answer. Extraneous information not directly responding to the questions will constrain the ability of UNDP to positively assess the NGOs alignment with UNDP requirements.

Topic	Areas of Inquiry Please Attach Supporting Documentation for Each Question	Response
1. Proscribed organizations	a. Is the NGO listed in the UN's list of proscribed organizations, UNDP Vendor Sanctions List, or indicted by the International Criminal Court?	
	b. Is the NGO banned by any other institution? If, yes, please provide information regarding the institution and reasons.	
2. Funding Sources	a. Who are the CSO/NGO's key donors?	
	b. How much percentage share was contributed by each donor during the last 2 years?	
	c. How many projects has each donor funded since the CSO/NGO's inception?	
	d. How much cumulative financial contribution was provided for each project by each donor?	
	e. How is the CSO/NGO's management cost funded?	
3. Audit	a. Did the CSO/NGO have an audit within the last two years?	
	b. Are the audits conducted by an officially accredited independent entity? If yes, provide name.	
4. Leadership and Governance Capacities	a. What is the structure of the CSO/NGO's governing body? Please provide Organigramme.	
	b. Does the CSO/NGO have a formal oversight mechanism in place?	
	c. Does the CSO/NGO have formally established internal procedures in the area of: <ul style="list-style-type: none"> • Project Planning and Budgeting • Financial Management and Internal Control Framework • Procurement • Human Resources • Reporting • Monitoring and Evaluation 	
	d. Asset and Inventory Management	
	e. Other	
	f. What is the CSO/NGO's mechanism for handling legal affairs?	

	g. Ability to work (prepare proposals) and report in English	
5. Personnel Capacities	a. What are the positions in the CSO/NGO that are empowered to make key corporate decisions? Please provide CVs of these staff	
	b. Which positions in the CSO/NGO lead the areas of project management, finance, procurement, and human resources? Please provide CVs of these staff	
6. Infrastructure and Equipment Capacities	a. Where does the CSO/NGO have an official presence? Please provide details on duration and type of presence (e.g. field offices, laboratories, equipment, software, technical data bases, etc.)	
	b. What resources and mechanisms are available by the CSO/NGO for transporting people and materials?	
7. Quality Assurance	i. Please provide references who may be contacted for feedback on the CSO/NGO's performance regarding: <ul style="list-style-type: none"> • Delivery compared to original planning • Expenditure compared to budget • Timeliness of implementation • Timeliness and quality of reports • Quality of Results 	

Annex III Financial Proposal

Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

Cost breakdown for base case scenario (amount of grants allocated and managed equals 84).

Important! Payment of expenses in the organisation of Evaluation Committees associated with the lease of premises, organisation of coffee breaks and reimbursement for travel of the grant competition participants will be made by the UNDP contractor – organising company. These costs will NOT be included in the financial proposal.

NO.	Activity / expenses	Quantity / duration	Description of expenses	Cost per unit	Total
1	Personnel				
	Team Lead/Manager		month		
	Local capacity building expert		month		
	M&E and Communications Associate		month		
	Finance Associate		month		
	Other specialists (if any)				
	...				
	...				
2	Organization of application process				
	Design/update and launch of the online platform of SGP		Item		
	Maintenance of the online platform		month		
	Other costs (please indicate if any)				
	...				
3	Dissemination of information about the business grants contest				
	Organising press conferences at the regional level		event		
	Development of a web-page for each Call for Proposals		Item		
	Design and printing of info materials (if necessary)				
	Advertising campaign	3			
	Other (if applicable)				
	...				
4	Office costs				
	Rent (if applicable)		month		
	Communication charges (telephone)		month		

	Internet		month		
	Consumables for office				
	Printing (if applicable)				
	Postal charges		Item		
	...				
5	Business trips				
	Travel		one travel		
	Accommodation		Day		
	Daily allowance		Day		
6	Overhead costs (if any – outline activities / expenses)				
	...				
	Total				

The total amount of administrative costs related to the implementation of the SGP must not exceed 77,000.00 US dollars

Annex IV – Responsible Party Agreement Template**RESPONSIBLE PARTY AGREEMENT****[Reference No. insert reference number, if any; if none, delete bracketed text]**

1. Country: [Click here and enter Host Country name]	
2. Name of Civil Society Organization (CSO): "[Click here and enter full name of CSO]" incorporated under the laws of "[Click here and enter jurisdiction of incorporation]" with address at "[Click here and enter full address of CSO]"	
3. Project Number and Title: "[Click here and enter Project number (if any) and title]"	
4. Implementation Period: From [Click here and enter date] to [Click here and enter date]	
5. Budget: Up to the amount of US\$ [Click here and enter amount] ([Click here and amount in words] United States Dollars)	
6. Information for CSO Bank Account into Which Funds Will Be Disbursed: Account Name: [Click here and enter Owner of Bank Account] Account Title: [Click here and enter Account Title] Account Number: [Click here and enter Account Number] Bank Name: [Click here and enter Bank name] Bank Address: [Click here and enter Bank Address] Bank SWIFT Code: [Click here and enter Bank SWIFT Code] Bank Code: [Click here and enter Bank Code] Routing instructions for disbursements: [Click here and enter any additional instructions]	
7. Notices to CSO: Name: Address: Tel: Fax: Email:	8. Notices to UNDP: Name: Address: Tel: Fax: Email:
9. Signed for "[Click here and enter CSO name]" by its Authorized Representative Date: _____ Signature: _____	
10. Signed for the United Nations Development Programme by its Authorized Representative Date: _____ Signature: _____	

The following documents constitute the entire Agreement (the “Agreement”) between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

this face sheet (“Face Sheet”)

[Special Conditions] *[delete if no Special Conditions are identified]*

Standard Terms and Conditions

Annex A – Project Document (including the Work Plan)

Annex B – CSO Technical and Financial Proposals

Annex C – Financial Reporting format

If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.

STANDARD TERMS AND CONDITIONS

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”) concluded a project document (hereinafter the “Project Document”) for the project named in block 3 of the Face Sheet (hereinafter the “Project”);

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the “CSO”), as a responsible party to implement activities (hereinafter the “Activities”) and achieve deliverables (hereinafter the “Deliverables”) within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the “Work Plan”);

WHEREAS UNDP and the CSO (together referred to as the “Parties” or, individually, a “Party”), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

1.0 Objectives and General Responsibilities of the Parties

1.1 The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

1.2 Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

2.0 Financial Arrangements

2.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

2.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

2.3 All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.

2.4 Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO’s performance of the Activities.

2.5 The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on

any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written approval by, UNDP.

2.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 2.1 above.

2.7 Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

3.0 Refund

3.1 The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.

4.0 The CSO Personnel

4.1 The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

4.2 The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

4.3 The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.

4.4 The CSO's decisions related to the CSO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

5.0 Assignment

5.1 The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

6.0 Contracting

6.1 In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

8.0 Equipment

8.1 Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

8.2 The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

8.3 UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

8.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

8.5 The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

8.6 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

9.0 Copyrights, Patents, and Other Proprietary Rights

9.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP 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 CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

9.2 The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

10.0 Reporting

10.1 The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

10.2 The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

10.3 Each report must be written in the English language and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;

- b) Progress towards achieving the Deliverables during the reported period;
- c) Corresponding indicators, baselines, sources of data, and data collection methods;
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;
- e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and
- f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

10.4 In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

10.5 The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

11.0 Maintenance of Records

11.1 The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

11.2 The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

11.3 Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

12.0 Confidentiality

12.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

12.2 The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

12.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

13.0 Insurance and Liabilities to Third Parties

13.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

13.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

13.3 The CSO shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

14.0 Indemnity

14.1 The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

15.0 Tax Exemptions

15.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations' exemption from such taxes, duties or charges, the CSO shall immediately consult with UNDP to determine a mutually acceptable solution.

15.2 Accordingly, the CSO authorizes UNDP to deduct from the CSO's invoice any amount representing such taxes, duties or charges, unless the CSO has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the CSO to pay such taxes, duties or charges under protest. In that event, the CSO shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

16.0 Security and Anti-Terrorism

16.1 The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.

16.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. 16.3 The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

17.0 Audit and Investigations

17.1 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

17.2 The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the obligations performed under this Agreement, and the operations of the CSO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

17.3 The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

17.4 UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

18.0 Force Majeure

18.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

18.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

18.3 *Force majeure* as used herein 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 nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations 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.

19.0 Use of the Name, Emblem and Official Seal of UNDP

19.1 The CSO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

19.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

20.0 Privileges and Immunities

20.1 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 and UNDP.

21.0 Officials Not to Benefit

21.1 The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

22.0 Observance of the Law

22.1 The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

23.0 Child Labor

23.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are 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.

24.0 Mines

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

25.0 Sexual Exploitation

25.1 In the performance of this Agreement, the CSO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the CSO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

25.2 The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.

25.3 UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such CSO Personnel.

26.0 Conflicts of Interest; Anti-Corruption

26.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

26.2 The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;

- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

26.3 If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

26.4 The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

27.0 Dispute Settlement

27.1 The Parties shall use their best efforts to settle amicably 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.

27.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it 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 Contract, order the termination of the Contract, 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 Contract, 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 Contract, 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.

28.0 Termination of this Agreement

28.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

28.2 UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

28.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

28.4 Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

28.5 In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article. 28.6 Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

28.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

29.0 Notices

29.1 Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet, as appropriate.

30.0 Survival

30.1 The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

31.0 Other CSO Representations and Warranties

31.1 The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

32. Entry into Force, Duration, Extension and Modification of this Agreement

32.1 This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 4 of the Face Sheet.

32.2 Should it become evident to the CSO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

32.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

32.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.