

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

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

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

Here are some examples:

EU:

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

USAID:

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

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

4. *"The recipient must insert the following clause, or its substance, in its agreement with the designated subrecipient: The Partner reserves the right to terminate this agreement or take other appropriate measures if (the subrecipient) or a key individual of (the subrecipient) is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking. Drug trafficking is defined as any activity undertaken illicitly to cultivate, produce, manufacture, distribute, sell, finance or transport, or to assist, abet, conspire, or collude with others in illicit activities, including money laundering, relating to narcotic or psychotropic drugs, precursor chemicals, or other controlled substances."*
5. Check the donor agreement carefully to ensure that you have identified all conditions relevant in your case.
6. There should not be any inconsistencies between the donor agreement and the Partner Agreement. However, if you do identify inconsistencies please contact the Legal Office before you proceed.

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

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

The Parties therefore agree as follows:

1. The Partner shall have full programmatic and financial accountability for the use of the funds allocated for the Work and for the Results. In this regard, in addition to and notwithstanding the terms of the Partner Agreement, the Partner agrees to implement and comply, and ensure compliance, with all Funding Agreement provisions and requirements imposed on the Partner *mutatis mutandis* or partner-specific as set forth below.
 2. PLEASE INSERT THE DONOR SPECIFIC CONDITIONS HERE.
 3. In the event that UN Women’s funding under the Funding Agreement is subject to eligibility requirements, and in the event that the donor considers ineligible any expenses incurred, payments made or activities undertaken with respect to the Work implemented by the Partner under the Partner Agreement, further to the Work financed under the Funding Agreement, the Partner assumes full financial responsibility for these expenses, payments or activities, and the consequences thereof, in accordance with the terms of the Funding Agreement. Such expenses, payments or activities shall be deemed in breach of Article VIII, Section 3 (a) of the Partner Agreement and unapproved by UN Women. UN Women shall not be liable for any such expenses, payments or activities. The Partner shall seek to resolve the issue directly with the donor. If the donor refuses or the matter is otherwise not able to be resolved, the Partner will hold UN Women harmless and indemnify it against all claims and demands made by the donor, and any related expenses incurred by UN Women in defending against any such claim or demand. Any such claim, demand or expense shall be deemed as arising out of the Partner’s acts or omissions further to Article 7 of the General Terms and Conditions for Partner Agreements.
 4. In event of any conflict, discrepancy, error or omission between this Annex 3 and the agreement document, Article II, Section 2 of the agreement document applies.
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