

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

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

### **1. Grant Award Process**

- 1.1 The Partner shall in accordance with Article VI, section 1 of the Partner Agreement, administer the funds and carry out the Grant-Making Work under its own financial regulations, rules and procedures to the extent that it is determined by UN Women that these do not contravene the principles of the financial regulations and rules of UN Women and that these otherwise are appropriate for the Grant-Making Work.
- 1.2 Funding provided by the Partner to any individual grant recipient must not exceed 25% of the value of the Partner Agreement. Funding provided by the Partner to all grant recipients cumulatively must not exceed 50% of the value of the Partner Agreement.
- 1.3 The Partner acknowledges and agrees that it does not have the right to engage a sub-partner to perform Grant-Making Work.
- 1.4 The Partner shall conduct an assessment of grant recipient proposal(s) against the pre-established eligibility, selection and exclusion criteria outlined in the Partner Project Document meeting the minimum requirements outlined in section 1.5, below. The Partner shall submit eligible grant proposal(s) to an independent designated steering committee or grant selection committee for consideration and final selection. UN Women may appoint a representative on the committee.
- 1.5 The Partner shall ensure that:
  - a. The grant award process is organized in a fully transparent manner that guarantees impartiality and equal treatment to all applicants.
  - b. Local potential grant recipients are invited to submit applications/proposals for grants.
  - c. All stages of the grant award process are formally documented.
  - d. Grants are awarded in accordance with formal rules of procedure, including adequate due diligence policies and processes.
  - e. The evaluation process is based solely on the criteria for eligibility, selection and exclusion outlined in the Partner Project Document.
  - f. The grant recipient is duly organized and is in good standing in its state/country of organization.
  - g. Grants are not awarded to applicants:
    - i. listed on the Consolidated UN Security Council Sanctions List;
    - ii. involved in child labor;

- iii. being investigated for fraud, corruption, sexual abuse, sexual exploitation or other wrongdoing;
  - iv. engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines;
  - v. engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof; or
  - vi. currently or previously engaged as an Implementing Partner or a Responsible Party of UN Women.
- h. Grants are not awarded to provide civil construction work, engineering work, purchases of vehicles or other tangible or intangible property, except for copiers, scanners, printers, laptops and computers.
  - i. All applicants are notified in writing of the grant award outcome.
  - j. Grant funds are channeled transparently and effectively to grant recipients and paid in tranches based on demonstrated achievement or as outlined in the Partner Project Document.
  - k. No grant is awarded retroactively for activities already started or completed at the time of the application.
  - l. A written agreement is entered into with the grant recipient.
  - m. Procedures are in place (and set forth in any agreements the Partner enters into with grant recipients pursuant to this Partner Agreement) to:
    - i. recover grant funds unduly paid, and/or to prevent and address irregularities and fraud by the grant recipient;
    - ii. provide UN Women with the Intellectual Property Rights outlined in section 1.6;
    - iii. ensure that a grant recipient repay the grant, fully or partially, if the grant results in the grant recipient generating revenue or reducing its costs; and,
    - iv. suspend, reduce or terminate the grant if the grant recipient fails to comply with its obligations.
- 1.6 Ownership of patent rights, copyrights, and other similar rights (“Intellectual Property Rights”) to any discoveries, inventions or works resulting from the use of the grant shall vest in the recipient of the grant. Nonetheless, the recipient of the grant shall grant UN Women a perpetual, irrevocable, world-wide, non-exclusive and royalty-free license to use, reproduce, adapt, modify, distribute, sub-license and make use of such Intellectual Property Rights, including the ability to further license to program country governments in accordance with the requirements of the agreement between the UN Women and the government(s) concerned.

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

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

- 2.2 The Partner shall measure the grant recipient's performance based on results achieved against agreed performance targets outlined in the agreement with the grant recipient. Performance shall be monitored and assessed through the progress/narrative and financial reports specified in section 2.3 below.
- 2.3 The Partner shall ensure that each grant recipient uses the grant as agreed between the grant recipient and the Partner. The Partner shall ensure that effective performance targets are in place against which the grant recipient must report periodically and which the Partner will monitor through regular reporting, at least on an annual basis.
- 2.4 In addition to Article 14 of Annex 2 of the Partner Agreement, the Partner must ensure that UN Women may undertake various independent assurance measures (such as site/field visits, spot checks, audits and investigations) of grant recipients' programmatic and financial activities.

### **3. Reporting and Audit**

- 3.1 The Partner shall have in place its own systems to assess and monitor the grant recipient's activities and use of grant funds, including reporting and audit requirements.
- 3.2 The Partner shall ensure the timeliness and accuracy of the grant recipient's reporting in relation to the grant and shall be responsible for the management of the grant recipient's audits. The Partner shall determine the frequency of audits of grant recipient(s), evaluate audit quality, and monitor audit findings and any corrective measures to ensure resolution. Notwithstanding the above, UN Women shall have the right to audit the grant recipient's related books and records as UN Women may require. Upon request, the Partner shall provide or cause to be provided to UN Women a copy of audit reports of the grant recipient(s).
- 3.3 The Partner shall provide reporting as outlined in the Partner Agreement. In addition, the Partner shall consolidate the narrative and financial reporting from grant recipient(s) in an annual report that must be submitted to UN Women no later than 30 days after the end of the year.

### **4. Responsibility of the Partner**

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