Version: 31 August 2023

**LETTER OF AGREEMENT**

 between

**NAME OF PARTNER**, having its headquarters at

, represented by

and

**UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH**

having its headquarters at 7 bis, Avenue de la Paix, CH-1202 Geneva 2, Switzerland, represented by Ms. Marina I. Dinca Vasilescu, Director, Division for Operations and Chief, Human Resources, Administration and Procurement, UNITAR

**WHEREAS** the United Nations Institute for Training and Research (hereinafter referred to as “UNITAR”) is an autonomous body within the United Nations (UN) that was established in 1965 pursuant to a UN General Assembly resolution, with the purpose of enhancing the effectiveness of the UN through appropriate training and research. UNITAR’s mission is to develop the individual, institutional and organizational capacities of countries and other UN stakeholders through high quality learning solutions and related knowledge products and services to enhance decision-making and to support country-level action for overcoming global challenges;

**WHEREAS** the [NAME OF PARTNER] **(hereinafter referred to as “PARTNER”)** ADD BRIEF DESCRIPTION OF PARTNER…;

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Note the eligibility requirements and exclusion criteria for IP selection as well as the due diligence requirements of implementing partners. If the IP is a business, approval from the Executive Director is required and due diligence is mandatory. If the procedure for the grant award requires competitive selection, note the requirements under Section III of the Policy Guidelines.*

[Include this paragraph only required when the IP is a business] **WHEREAS** the **PARTNER** acknowledges, embraces, supports and enacts, within its sphere of influence, the Principles of the Global Compact (attached as Annex [VIII]).

**WHEREAS** UNITAR and **PARTNER** (who may be referred to individually as “Party” and collectively as the “Parties”), share the common goals and objectives with regard to [e.g. strengthen the effectiveness and efficiency of the public service of country X] (hereinafter referred to as “the project”). The deliverables, major activities, schedule, venue, tentative work plan, roles and responsibilities as applicable are specified in the project document under **Annex I**.

**NOW THEREFORE**, the Parties have agreed to cooperate under this Letter of Agreement (“Agreement”) as follows:

**ARTICLE I:**

**FINANCE AND ADMINISTRATION**

* 1. The costs to implement the project amount to [Currency] XXX,XXX [Spell out the amount and currency] (hereafter, “Grant”) as presented in the budget attached as **Annex II**. **PARTNER** shall use the funds and incur expenditures in conformity with the approved budget in Annex II and the eligible costs as specified under **Annex III**. UNITAR will not make any commitments above the amount specified for expenditures in Annex II.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Currency to be used shall be the local currency, with few exceptions. The currency for disbursement to IPs shall be the same currency for IP reporting.*

* 1. [Include only required when the IP is a business] **PARTNER** acknowledges that the budget under Annex II and the financial reports required under Article IV shall reflect the costed activities of the Project with a no-profit margin.
	2. The Partner shall ensure that that the funds are separately identified, monitored and reported on, under its financial regulations and rules for the receipt and administration of the funds disbursed by UNITAR.
	3. Upon entry into force of this Agreement, UNITAR shall transfer the Grant using the United Nations Operational Rate of Exchange at the time of disbursement, in accordance with the following payment schedule and compliance of the reporting provisions under Article IV:

|  |  |  |
| --- | --- | --- |
| **Payment** | **Amount and currency** | **Conditions** |
| Initial | XX,XXX | Upon signature of this Agreement |
| Second | XX,XXX | Upon receipt and acceptance of [interim financial and narrative reports] |
| Final | XX,XXX | Upon receipt and acceptance of the final financial and narrative reports |

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Customize the above table as required. In accordance with the policy guidelines IPs must be paid in local currency (with exceptions only granted for certain countries in conflict which may use the USD) and in accordance with the following schedule:*

|  |  |
| --- | --- |
| **Duration of IP agreement** | **Amount of agreement** |
| **Less than or equal to $30,000** | **Greater than $30,000** |
| Up to 3 months | 100% | 80% |
| From 3 to 12 months | 100% | 60% |
| Greater than 12 months | 100% | 50% |

*For IP agreements in which disbursements are to be made in two or more installments, the final installment shall not be less than 5 per cent of the total amount of the grant and shall be disbursed on receipt of the final narrative and/or financial report.*

* 1. Should **PARTNER’s** financial report of the preceding period reflect a positive balance, this balance may be deducted from the subsequent payment. In no instance will funds be disbursed to **PARTNER** with an outstanding narrative or financial report.
	2. Expenditures against each budget line may vary up to 20 per cent subject to not exceeding the overall budget.
	3. **PARTNER** agrees to immediately inform UNITAR of any additional funding received from another source related to the project.
	4. The funds in paragraph [2/3], above, shall be disbursed to the following bank account:

|  |  |
| --- | --- |
| Name of Bank |  |
| Address of the bank |  |
| Account number |  |
| Currency of the account |  |
| Name of the account |  |
| Bank identification number |  |
| Bank Swift Code |  |
| Transfer details | e.g. G2019.TARGC001.COLaca |

**ARTICLE II:**

**PROCUREMENT**

1. Any procurement of goods or services to be undertaken by **PARTNER** in connection with the project shall be carried out in accordance with good business practice, ensuring best value for money, fairness, integrity and transparency, and/or in accordance with **PARTNER’s** applicable procurement rules.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *If the partner does not have procurement policy, procurement should follow UNITAR policy.*

**ARTICLE III:**

**WRONGDOING AND CODE OF CONDUCT**

1. **PARTNER** is aware of the UNITAR Anti-Fraud and Anti-Corruption Policy [https://www.unitar.org/sites/default/files/media/publication/doc/UNITAR-Revised-Anti-Fraud-Policy-August2018.pdf] as well as the Code of Conduct to Prevent Harassment, including Sexual Harassment, at UN System Events [https://www.un.org/management/sites/www.un.org.management/files/un-system-model-code-conduct.pdf] and agrees to undertake all appropriate personnel, organizational and administrative measures to comply with the referenced Code of Conduct and to prevent fraud, corruption or other wrongdoing. In the event of non-compliance of the Code of Conduct or alleged fraud, corruption or other wrongdoing, committed by **PARTNER** or its subcontractor (s), **PARTNER** agrees to immediately report the case to UNITAR and cooperate fully in any investigation. **PARTNER** and any eventual subcontractor (s) understand that alleged fraud, corruption or other wrongdoing may result in the immediate suspension of the Agreement and the withholding of any payments of funds due.
2. UNITAR and the **PARTNER** have a zero-tolerance policy on Sexual Exploitation and Abuse (SEA) and recognizes the UN special measures for protection from SEA under [ST/SGB/2003/13](https://undocs.org/en/ST/SGB/2003/13). The **PARTNER** shall take appropriate measures to prevent sexual harassment in a professional context and shall refrain from inciting violence or hatred as well as objectively unjustified discrimination against an individual or group of individuals. The **PARTNER** shall also include this condition in contracts with the final recipients or subcontractors.
3. In the event of non-compliance with the Code of Conduct or alleged fraud, corruption or other wrongdoing is determined to be real, whether committed by **PARTNER** or any eventual subcontractor(s), UNITAR reserves the right to a) demand immediate repayment of all or part of the Contribution, b) terminate the Agreement and c) take other punitive measures, including referring the fraud, corruption or other wrongdoing case to national authorities, assigning ‘step-in’ rights to donors, demanding reimbursement from **PARTNER** for other damages and listing **PARTNER** on a UN/UNITAR database of fraud cases.

##

**ARTICLE IV:**

**REPORTING**

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Final narrative reports are required for all IP agreements. For grant-in projects subject to a mandated independent evaluation (budgeted at $1.5 million and above), final financial and narrative reports should be submitted by the IP within two months of the end of the IP’s grant implementation period (see Article XIII).*

**Narrative Reporting**

1. **PARTNER** agrees to submit a [interim and/or final] narrative report by ***[DAY MONTH YEAR]*** using the form attached as **Annex IV**.
2. If the project involves the organization of training or related workshops (hereafter, “event”), **PARTNER** agrees to provide UNITAR a complete list of the event participants in accordance with paragraph 3 below and using the form attached as **Annex V** of the present Agreement by ***[DAY MONTH YEAR]***.
3. The **PARTNER** shall inform event participants that any personal data that may be provided to UNITAR is governed by UNITAR’s Data Protection and Privacy Policy and that by participating in an event the participant is aware of the policy and agrees to its terms. The policy can be found on UNITAR’s Online Catalogue at the address https://www.unitar.org/event/data-protection-and-privacy-policy or by scanning the QR code under **Annex VI**.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *If the IP is to deliver training on behalf of UNITAR, the IP is required to adhere to the Quality Assurance Framework for Learning-related Events. Programme Manager should provide the IP with the QAF and oversee adherence to the standards.*

**Financial Reporting**

**Interim financial reports**

1. **PARTNER** agrees to submit to UNITAR, interim financial reports on the status of funds advanced by UNITAR as of [insert DAY/MONTH/YEAR] …(add more as needed), in accordance with paragraphs 6 and 7 below and using the form under **Annex VII.**

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *In cases where the project implementation period overlaps over two calendar years, the partner will be required to submit a financial report on the status of funds as of 31st Dec YYYY, by 10th Jan YYYY ( following year), independent of the any other financial reporting deadlines.*

**Final financial report**

1. Upon completion of project implementation, **PARTNER** agrees to submit to UNITAR a final financial report on expenditures, in accordance with paragraph 6 and 7 below, within one month from the end date of the project period specified / end of activities OR by 10th January YYYY (following year).

*The following text may be added: Any unspent balances should be refunded to UNITAR within 30 days of end of activities.*

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *A final financial report is required for all IP agreements costed at and above $30,000 or if a financial report is required by UNITAR’s donor.*

1. Financial reports shall be submitted using the IP’s official letterhead and be signed by the IP’s Chief Financial Officer or equivalent or the signatory of the present Agreement.
2. Financial reports shall contain a list of transactions split by budget category and include the date of transaction, amount claimed, description of the cost, invoice number and name of the vendor.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Programme Managers are required to review the financial reports including any variances between budgeted and actual costs, and request supporting documentation of those transactions considered significant to ensure compliance with cost eligibility requirements. Programme Managers’ acceptance and approval of the IP financial report is required in order for FBU to settle advances/release any pending payment.*

**Grant closure report**

1. **PARTNER** agrees to submit a grant closure report by [DAY/MONTH/YEAR] using the form under **Annex VII.**

***NOTE TO BE DELETED BY UNITAR MANAGER: The grant closure report is required for all IP agreements costed at and above $30,000. FBU is only required to counter sign grant closure reports if the grant is terminated prior to the normal expiration of the grant agreement.***

1. **PARTNER** shall keep accurate and up-to-date records and documents for a period of at least seven years with respect to all expenditures incurred with the funds made available by UNITAR to ensure that all expenditures are in conformity with the provisions of the project and budget.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *This period has been extended from four years to seven years to bring it in alignment with the grants-in policy on record keeping.*

1. In addition to the formal reporting requirements presented above, **PARTNER** agrees to keep UNITAR regularly informed of recent, ongoing, and planned project activities, problems faced, progress achieved, and other relevant information, including specific requests for assistance or requests for budget reallocations.
2. UNITAR reserves the right to request additional supporting information from **PARTNER** as may be required to ensure regular project monitoring.

**ARTICLE V:**

**AUDIT AND OVERSIGHT**

1. **PARTNER** shall be subject to its own audit procedures, provided that the procedures include annual audits conducted by an external auditing body or, in the case of government agency, the relevant independent government audit department. Should the results of any audit conducted during or after the project contain observations or recommendations related to the project, **PARTNER** shall submit a copy of the report to UNITAR with **PARTNER** comments.

1. The Grant shall also be subject to the normal audit procedures of the United Nations.
2. The **PARTNER** must keep all original documents stored on any appropriate medium, including digitized originals if authorized under national law, for a period of seven years starting from the end of the validity of the Agreement.
3. UNITAR reserves the right to undertake spot checks, expenditure verifications and an audit (“assurance activities”) on the Grant at any moment during the performance of this Agreement and up to seven years after the end of its validity. Assurance activities may be carried out either by UNITAR’s own staff or by any outside body authorized to do so on its behalf.
4. The Grant shall be subject to an expenditure verification to be carried out by an independent auditor. The costs of the expenditure will be covered in accordance with the corresponding budget line under **Annex II**. A copy of the expenditure verification report certified by the independent auditor will be provided to the IP and shall be attached to the final financial report.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *The expenditure verification (EV) requirement in this paragraph applies to grants at or above $200,0000. The cost drivers for an EV are multiple and depend e.g. on the nature of the grant and expenditures, the expenditure verifier (external consultant or auditing firm, or internal independent auditor in IP), need for field visits, etc. As a rule of thumb, calculate the following percentages for the following grant amounts and consult GPOU if needed:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Percentage* | *Grant amount* | *Percentage* | *Grant amount* | *Percentage* | *Grant amount* |
| *3.0%* | *$200,000-$399,000* | *2.0%* | *$500.000-**$599,000* | *1.25%* | *$700,000-$1,499,000* |
| *2.5%* | *$400,000- $499,000* | *1.5%* | *$600,000-**$699,000* | *1.0%* | *>1.500,000* |

*Note that grants below the $200,000 threshold may be subject to an EV on the basis of risk and/or a donor request. This requirement may only be waived if supported by a written statement from the donor that it declines to fund the EV exercise.* *The EV report, if applicable, certified by the independent auditor, shall be attached to the final financial report.*

1. The **PARTNER** agrees to allow UNITAR’s staff and any external personnel authorized by UNITAR the appropriate right of access to sites and premises where the Grant is performed and to all the information, including information in electronic format, needed to conduct spot checks, expenditure verifications and/or audits. The **PARNTER** agrees to ensure that information is readily available at the moment of the check, verification or audit and, if so requested, that information is handed over in an appropriate format.
2. In the event the results of an assurance activity indicate that the grant was not utilized in accordance with the terms of this Agreement, UNITAR shall retain the right to pursue any available remedies, including but not limited to recovering wrongfully demanded or unduly spent payments, as well as reducing or suspending any subsequent payments or contributions.
3. Additionally, the PARTNER shall be responsible for conducting regular checks to confirm the proper implementation of grant activities financed by UNITAR, to prevent and prosecute any instances of irregularities or fraud, and to recover any funds lost, wrongfully paid, or incorrectly used.
4. **PARTNER** agrees to cooperate in any evaluation that may be undertaken by UNITAR.

**ARTICLE VI:**

**COMMUNICATION AND FOCAL POINTS**

1. **PARNTER** agrees to acknowledge support from UNITAR and **DONOR** in all publications, reports, or websites developed in connection with the project.
2. **PARNTER** hereby designates the following individual to serve as focal point who will oversee the implementation of this Agreement and be responsible for coordination and communication with UNITAR:

|  |  |
| --- | --- |
| Name**:** | Title: |
| Organization: | Address: |
| Email address: | Tel: Fax: |

1. UNITAR hereby designates the following individual to serve as focal point who will oversee the implementation of this Agreement and be responsible for coordination and communication with **PARTNER**.

|  |  |
| --- | --- |
| Manager Programme | Address:7 bis, Avenue de la Paix, CH-1202 Geneva 2, Switzerland |
| Email: | Tel: Fax: |

**ARTICLE VII:**

**OWNERSHIP OF EQUIPMENT**

1. Equipment, non-expendable materials or other property furnished or financed by UNITAR shall remain the property of **PARTNER** and shall be retained by **PARTNER** upon completion of the project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties.

***NOTE TO BE DELETED BY UNITAR MANAGER: Article VII may need to be customized subject to the provisions of the applicable donor agreement.***

**ARTICLE VIII:**

**INTELLECTUAL PROPERTY**

**Option 1**

1. Any rights including copyright and other intellectual property and industrial property rights obtained in the performance of this Agreement shall be owned solely by UNITAR, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitations, except where industrial or intellectual property rights exist prior to the Agreement entering into force.

**Option 2**

1. All intellectual property rights related to the activities will belong to **PARTNER**. UNITAR and, if applicable, the relevant project donor will enjoy a perpetual, royalty-free, non-exclusive and non- transferable license.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Please choose one of the two options and delete the other. This article may be revised on the basis of negotiation with the partner and any restrictive clauses in the main donor agreement.*

**ARTICLE IX:**

**SETTLEMENT OF DISPUTES**

**Option 1** [Required for business-partners and optional for other IPs]

1. Any dispute, controversy or claim arising out of or in connection with this Agreement that is not settled amicably by negotiation shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law Arbitration (UNCITRAL) Rules as at present in force. The place of arbitration shall be Geneva. Arbitration shall be in English. The Parties to this Agreement agree to be bound by any arbitration award rendered as the final adjudication of any dispute.

**Option 2**

* 1. The Parties will use their best efforts to promptly settle through direct negotiations any dispute controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Parties.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Please choose one of the two options and delete the other. This article may be revised on the basis of negotiation with the partner and any restrictive clauses in the main donor agreement*

**ARTICLE X:**

**LIMITATIONS**

[Language for non-business partners]

1. Nothing in this Agreement is intended to create or shall operate as a partnership or joint venture of any kind between the Parties. The Parties can not authorize either Party to act as agent for the other, or use the name, emblem or trademarks of the other Party, or any of its subsidiaries and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

[Language for business partners]

1. Nothing in this Agreement is intended to create or shall operate as a partnership or joint venture of any kind between the Parties. Apart from the exclusive purpose of the execution of the Activities under Annex I, neither Party shall use the name, emblem, logo, trademark or any other elements of corporate identity to which the other Party holds the intellectual property rights or any abbreviation thereof, without the express prior written consent of the other Party in each case. In no instance will UNITAR’s name, emblem, logo, and trademark be granted for commercial purposes.

In no instance shall the **PARTNER** be authorized to use the name of the United Nations or UNITAR, the United Nations emblem or the UNITAR’s logo, trademark or any other elements of corporate identity to which the other Party holds the intellectual property rights or any abbreviation thereof, without the express prior written consent of the other Party in each case. In no event will the use of the UN or UNITAR’s name, emblem, logo, and trademark be granted for commercial purposes, including the promotion, advertisement or marketing of **PARTNER** its products or services, or for use in any manner that is inconsistent with the status, reputation and neutrality of UNITAR or the United Nations.

1. Nothing in or related to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or UNITAR.

**ARTICLE XI:**

**MISCELLANEOUS PROVISIONS**

1. **PARTNER** shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNITAR.
2. The **PARTNER** recognizes and confirms that UNITAR will rely on and assume the accuracy and completeness of the information provided in the Declaration on Honor. During the validity of this Agreement the **PARTNER** shall immediately inform UNITAR should there be a change in any of the information provided.
3. In accordance with UNITAR’s requirement to publish information on Grants, UNITAR will publish the name of the **PARTNER,** its country and region, the period and the amount of this Agreement.
4. Without prejudice to paragraph 3 above, the Parties shall treat as confidential all other information obtained as a result of entering into or performing this Agreement, including data on the details of this Agreement, unless bound to disclose if needed by operation of law or by judicial authorities.
5. Any personal data obtained by UNITAR under this Agreement will be processed by UNITAR in accordance with its Data Protection Policy and any update thereto. Such data will be processed by UNITAR for the purposes of implementing, managing and monitoring the Agreement.
6. The persons whose personal data are processed have the right to ask what information UNITAR holds about them and how to gain access to it, be informed how to keep their personal data up to date and how UNITAR is meeting its data protection obligations.
7. **PARTNER** shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel"), and that the personal meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives of the Project.
8. **PARTNER** personnel shall not be considered in any respect as being the employees or agents of UNITAR. **PARTNER** shall ensure that all relevant national labour laws are observed and attests that it may operate legally at the location where work is to be performed.
9. UNITAR does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by **PARTNER** personnel as a result of their work pertaining to the project.

**ARTICLE XII:**

**IMPLEMENTATION PERIOD AND AGREEMENT VALIDITY**

1. The project funded by this Grant shall be implemented from the date of the last signature of this Agreement to **DAY MONTH YEAR**.
2. This Agreement shall enter into force on the date of its last signature and remain in force until **DAY MONTH YEAR** or until all financial obligations incurred during the implementation period and other obligations have been met, whichever is later.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *The grant implementation period must fall within the project implementation period of the main donor agreement. Commitments and expenses will only be incurred within the grant implementation period. Disbursements may be made through the end of the validity of the Agreement, however. It is recommended that the end date of the validity period be two months after the end date of the implementation period provided that this is within the project implementation period of the main donor agreement.*

**ARTICLE XIII:**

**AMENDMENT AND RENEWAL**

1. This Agreement may be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities which have not yet been implemented.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Please note that any amendment/renewal must respect the implementation period of the donor agreement. Any amendment may not include any provision that would necessarily discriminate against other potentially interested IPs (e.g. amount of the grant that would require competitive selection).*

1. This Agreement may be renewed through a further agreement or through an exchange of letters between the Parties.

**ARTICLE XIV:**

**TERMINATION**

1. This Agreement may be terminated by either Party on 30 days' written notice to the other Party. Reasons for termination include, but are not limited to, lack of funding or non-fulfilment of the obligations by either Party as well as the **PARTNER’s** non-compliance with the Code of Conduct, alleged fraud, corruption or other wrongdoing.
2. In case of suspension whose causes are not rectified or eliminated within 14 days after UNITAR has given notice of suspension to **PARTNER**, UNITAR may, by written notice at any time thereafter during the continuation of such cause: a. terminate the project; or b. terminate the management of the project by **PARTNER**, and entrust its management to another partner.
3. Subject to paragraph 2, above, of the present Article, **PARTNER** may terminate the present Agreement in cases where a condition has arisen that impedes **PARTNER** from successfully fulfilling its responsibilities under the present Agreement, by providing UNITAR with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination.
4. In the event of termination by either Party, UNITAR shall reimburse **PARTNER** only for the costs incurred to perform activities and/or deliverables completed and submitted to UNITAR. Furthermore, the **PARTNER** may be requested to reimburse UNITAR for any payments already made by UNITAR that have not been spent or duly committed.
5. Termination or expiration of this Agreement for any reason shall not release either Party hereto from any liability which, at the time of such termination or expiration, has already accrued to the other Party or which is attributable to a period prior to such termination or expiration or preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of, or default under, this Agreement.

**ARTICLE XV:**

**SURVIVAL OF PROVISIONS**

* 1. Notwithstanding the expiration or termination of this Agreement, the following provisions shall survive and remain in full force and effect: (i) Article III "Wrongdoing and Code of Conduct", paragraph 3; (ii) Article V "Audit and oversight"; (iii) Article VIII “Intellectual Property”; (iv) Article X “Limitations”; (v) Article XI “Miscellaneous Provisions”, paragraph 2, 3, 4, 7, 8, and 9; and (vi) Article XIV “Termination”, paragraphs 4 and 5 . The expiration or termination of this Agreement shall not affect the continued validity and enforceability of any provisions that by their nature are intended to survive such expiration or termination.

**ARTICLE XVI:**

**INTERPRETATION**

1. This Agreement includes 16 articles, including this one.
2. Annex I: Project Document, Annex II: Budget, Annex III: Eligible and Ineligible Costs, Annex IV: Narrative Report Template, Annex V: List of Participants Template, Annex VI: Financial Report Template, Annex VII: Grant Closure Report Template, Annex VIII: Principles of Global Compact of this Agreement, will be considered an integral part of this Agreement. References to this Agreement will be construed as including Annex I, II, III, IV, V, VI, VII and VIII as varied or amended with the terms of this Agreement.
3. In the event that the terms contained in the Annex (es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail.

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Please review carefully the numbering of the articles and paragraphs and check for consistency with the terms in any annexes prior to submitting for review by FBU and PRMU on UNITARnet.*

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language, in two copies.

Date Date

 **For UNITAR For PARTNER**

Marina I. Dinca Vasilescu

Director, Division for Operations

Chief, Human Resources, Administration and Procurement

Cleared by: Signature

NAME OF DIRECTOR/MANAGER

Director/Manager

NAME OF DIVISION or PROGRAMME

UNITAR

## Annex I: Grant project document

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *The following project document template should be used if there is not a more elaborate project document. Programme Managers should use their judgement and ensure that the project document is adequate given the scape and scale of the project to be undertaken by the partner.*

1. **Grant project title:**
2. **Grant implementation period: From entry into force of the Agreement until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *This period must fall within the project implementation period of the main donor agreement. It is highly recommended that the grant implementation period ends several weeks or months before the grant validity period.*

1. **Objectives:**

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Objectives should be defined in relation to the grant. In defining objectives, the narrative in this section should establish a link to the objectives that UNITAR has under the project and ensure that the grant objectives are clearly aligned. This section should not however be a cut and paste exercise from the objectives of the UNITAR project document under the donor agreement.*

1. **Deliverables (outputs):**

|  |  |
| --- | --- |
| **Deliverable** | **Delivery date** |
|  |  |
|  |  |
|  |  |
| Add rows as may be required |  |

1. **Major activities and planned timetable:**

|  |  |  |
| --- | --- | --- |
| **Activity** | **Delivery date** | **Location (country)** |
|  |  |  |
|  |  |  |
|  |  |  |
| Add rows as may be required |  |  |

***NOTE TO BE DELETED BY UNITAR MANAGER:***In some cases, major activities and planned timetable may be integrated under responsibilities, below.

1. **Responsibilities of PARTNER and UNITAR:**

**PARTNER responsibilities**

**UNITAR responsibilities**

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *UNITAR responsibilities should not be the same as partner responsibilities. In the event there are joint responsibilities, justification should be provided on need if funded from the grant.*

*If there are training outputs, please include the following:*

Ensuring that the grant recipient adheres to the Institute’s [Quality Assurance Framework](https://unitaremail.sharepoint.com/unitarnet/Documents/Quality%20Assurance%20Framework%20_13%20April%202017_with%20annexes.pdf).

1. **List of any in-kind contributions that Partner may be providing to implement the grant.**
2. **Risks**

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *Please describe risks associated with the activities and delivery of outputs by implementing partner and measures in place to mitigate such risks.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Risk** | **Type (e.g. financial** | **Brief description** | **Mitigation strategy** | **Likelihood** | **Impact** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
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| Add rows as may be required |  |  |  |  |  |

1. **Monitoring, evaluation and reporting**

***NOTE TO BE DELETED BY UNITAR MANAGER:***This section refers to monitoring, evaluation and reporting requirements of the grantee to UNITAR (not the M&E requirements of UNITAR to the donor).

## Annex II : Budget\*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Unit** | **Number of Units** | **Duration (Day)** | **Unit Rate (USD)** | **Total Costs (USD)** |
| **72610 Staff and personnel costs** |
| Interpreters | Professional interpreters | 2 | 10 | 700 | 1,400 |
| **Sub-total** |  |  |  |  | **1,400** |
| **72615 Travel** |
| Tickets participants | Person | 40 | n/a | 700 | 28,000 |
| **Sub-total** |  |  |  |  | **28,000** |
| **72625 Operational Expenses** |
| Interpretation Boots | Boots | 1 | 10 | 1500 | 1,500 |
| **Sub-total** |  |  |  |  | **1,500** |
| **72630 Supplies, commodities, materials** |
| Delivery | Paper | 100 | 1 | 10 | 1,000 |
| **Sub-total** |  |  |  |  | **1,000** |
| **72635 Equipment, vehicles and Furniture** |
| IT Equipment | Computer | 10 | n/a | 2,700 | 27,000 |
| **Sub-total** |  |  |  |  | **27,000** |
| **72640 Contractual Services** |
| NGO Professional services | Professional | 1 | 5 | 1000 | 5,000 |
|  |  |  |  |  | **5,000** |
| **72645 Transfers and grants to counterparts** |
| NGO | n/a | n/a | n/a | n/a | 36.657 |
| **Sub-total** |  |  |  |  | **36,657** |
| **TOTAL** |  |  |  |  | **100,557** |

\*Note. If the grant requires an expenditure verification in accordance with Article V, paragraph 5, such amounts shall be budgeted on a separate and distinct budget line called “Expenditure Verification”.

# Annex III: Eligible and ineligible costs

# Eligible costs

# Eligible costs must meet the following criteria:

1. The costs are incurred within the implementation period specified in the Agreement and by the IP.
2. The costs are specified in the budget of the Agreement.
3. The costs are incurred in connection with and traceable to the Project as described in the project document and are necessary for the project’s implementation as per the Agreement.
4. The costs are identifiable and verifiable, in particular they are recorded in the IP’s accounting records and determined according to the applicable accounting standards of the country where the IP is established and according to the IP’s usual cost accounting practices.
5. The costs comply with the requirements of applicable tax and social legislation.
6. The costs are reasonable, justified and comply with the principle of sound financial management, in particular regarding economy and efficiency.
7. **Eligible direct costs:** The following categories of costs are eligible direct costs, provided that they satisfy the eligibility criteria set out in paragraph 1 above of this Annex, and the conditions below:

(a) The costs of personnel working under an employment contract with the IP or an equivalent appointing act and assigned to the implementation of the Agreement, provided that these costs are in line with the IP’s usual policy on remuneration.

(b) The costs of travel and related subsistence allowances, provided that these costs are in line with the IP’s usual practices on travel.

(d) The costs of consumables and supplies, provided that they:

(i) are purchased in accordance the IP’s policy on procurement or UNITAR’s procurement policy;

(ii) are directly assigned to the Agreement.

(e) The costs arising directly from requirements imposed by the Agreement (dissemination of information, specific evaluation Project, audit, translations, reproduction).

(f) The costs of financial support to third parties within the framework of the Project document.

(h) The costs related to duties, taxes and charges paid by the IP, notably value added tax (VAT), provided that they are included in eligible direct costs, and unless specified otherwise in the grant agreement.

###  **Ineligible costs:** In addition to any other costs which do not fulfil the criteria/conditions contained in paragraph 1 and2 above, the following costs are ineligible:

1. return on capital and dividends paid by an IP;
2. debt and debt service charges;
3. provisions for losses or debts;
4. interest owed;
5. doubtful debts;
6. exchange losses;
7. costs of transfers from UNITAR charged by the IP’s bank;
8. costs declared by the IP under another grant agreement.
9. contributions in kind from third parties;
10. excessive or reckless expenditure;
11. deductible VAT.

## Annex IV: Narrative Report

***NOTE TO BE DELETED BY UNITAR MANAGER:*** *The following narrative report template should be used unless a more elaborate presentation is required given the scope and scale of the grant or requirements of the donor from the project in which the grant is financed. This narrative report should be countersigned by the responsible UNITAR Director or Programme Manager and scanned in pdf and submitted to* *agreements@unitar.org**.*

1. **Key grant project information**

|  |  |
| --- | --- |
| Grant project title: |  |
| Name of implementing partner (IP): |  |
| Grant reference number (E.g. G.2021.TARGC005.XXXX) | **e.g. G2018.TARKS001.COLDES** |
| Name of IP focal point:  |  |
| Grant project start date:  |  |
| Grant project end date:  |  |
| Type of report (narrative/final) |  |
| Period covering this report:  |  |

1. **Grant project status**

Note: The table below should be completed based on the approved grant project document (Annex I).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Grant project activities****(As contained in the grant project document)** | **Dates** | **Completed Yes/No** | **Associated outputs** | **Variation from planned activity or outputs** |
|  |  |  |  |  |
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* 1. Have grant project activities and outputs listed in the grant project for the reporting period been completed according to plan? **Yes No**

If no, please give reasons for variations in section (e.g. lack of finance; project reformulated; project revisions).

* 1. If final report, has the grant been fully completed on time? **Yes No N/A**

If no, please give reason for variations and new completion date in section 3.2 below.

1. **Grant project delivery**

**3.1 Description of problems encountered in grant delivery (if any)**

**3.2 Actions taken or required to address problems (e.g. identified in sections 2.2 or 3.1 above)**

1. **Annexes [This section requires customization.]**

Please list and provide as an annex all relevant documents confirming that activities have been undertaken and outputs delivered under the grant.

* 1. List of participants from workshops
	2. Reports of meetings (…)
	3. Printed materials (e.g. training course schedule)
	4. Etc…

|  |
| --- |
| Name and title of IP focal point from the agreement or delegated official: |
| Signature: …………………………………….… Date: …………… |

 Validated by:

|  |
| --- |
| Insert here name and title of responsible UNITAR Director or Programme Manager: |
| Signature: …………………………………….… Date: …………… |

## Qr code  Description automatically generatedAnnex V: List of Participants\*

Any personal data provided to the United Nations Institute for Training and Research (UNITAR) is governed by UNITAR’s Data Protection and Privacy Policy (the Policy). By participating in this event, the participant acknowledges that he/she/they is aware of the Policy and agrees to its terms. The Policy can be found on UNITAR’s Online Catalogue at the address https://www.unitar.org/event/data-protection-and-privacy-policy or by scanning the following QR.

|  |  |
| --- | --- |
|  | **LIST OF PARTICIPANTS** |
|  **Name of Event** |
|  **Venue, Date** |
| **Surname** | **First name** | **Gender** **(M/F/non-binary/****I prefer not to disclose.)** | **Date of birth****(YEAR-MONTH-DAY)****yyyy-mm-dd** | **Disability\*\*****Yes/No/DIS\_NA****(I prefer not to answer)** | **Email address** | **Nationality** | **Organizational affiliation\*\*\*** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Add rows as needed |  |  |  |  |  |  |  |

This form (available in excel) should be submitted to UNITAR within 30 days following the completion of a project event (e.g. workshop, training course, etc.).

**Notes:**

*\*Please insert “****Other****” if participants identify their gender as neither male or female.*

*\*\*UNITAR is committed to helping Member States implement the 2030 Agenda for Sustainable Development. Reaching the furthest behind first and leaving no one behind are key principles of the 2030 Agenda. UNITAR monitors the profile of its beneficiaries from different perspectives, including age grouping, gender (sex), nationality and professional affiliation. In addition to these factors, UNITAR is also interested in knowing if its beneficiaries may have a disability.* Disabilities may include difficulties seeing, hearing, walking or climbing steps, remembering or concentrating, communicating (i.e. understanding or being understood), or with self-care (e.g. washing), without the help from others. *This information is collected to inform UNITAR Management on the profile of its beneficiaries. Any information provided by you will only be presented in aggregate form.* **Please answer as: Yes, No or DIS\_NA (for I prefer not to answer).**

\*\*\*Please complete this column using the abbreviations below for the participants’ organizational affiliations:

Academia **(ACA)** Private Sector (**PRI**)

Government - National (**GOVN**) Regional Organization (**REG**)

Government - State (**GOVS**) UN/UN System (**UN**)

Government – Local (**GOVL**) UN/UN System (locally recruited) (**UNL**)

International Organization (non-UN) (**NONUN**) Other (**OZ**)

NGO (**NGO**)

## Annex VI: Financial report

***NOTE TO BE DELETED BY UNITAR MANAGER: This form needs to be customized to annex II and completed by the Implementing Partner. On submission, the form needs to include the letterhead of the Implementing Partner, be signed by an official who is identified as the “Designated Official”, with functional title.***

**Grant Financial Report**

**Grant project title:**

**UNITAR Grant reference number**: G201x.TARxx.xx

**Type of report:** Interim/Final (If interim specify the period covered e.g. From: To: )

|  |
| --- |
| **IMPORTANT NOTICE: BUDGET ITEM DESCRIPTION AND BUDGETED EXPENDITURES NEED TO BE INSERTED IN LEFT HAND COLUMNS PRIOR TO FINALIZING THE AGREEMENT. DELETE THIS TEXT AFTERWARDS.** |
| **A** | **B** | **C** | **D** | **E** | **F** | **G** | **G-C** |  |
| **Budget category (as per Annex II)** | **Description** | **Budgeted expenditures (as per Annex II)**  | **Date of transaction****DAY/MONTH/YEAR** | **Invoice number** | **Name of vendor** | **Actual expenditures of the project** | **Variance** | **Reason for variance** |
|  |  |  |  |  |  |  |  |  |
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| **Total** |  |  |  |  |  |  |  |  |

This is to certify that the above statement of income and expenditures is accurate and properly recorded, and that the expenditures incurred were real and eligible for the intended purpose of the grant.

Date of signature:

[Signature]

Date of signature:

[Signature]

[Insert name of UNITAR Programme Manager countersigning this statement.]

[Insert name of IP official signing this statement.]

[Insert title of official signing this statement.]

Designated Official

**INSERT OFFICIAL STAMP**

## Annex VII: Grant Closure report

**Grant Closure Report**

|  |
| --- |
| **Section A** |
| **UNITAR Project ID:** |  | **Project duration:** | From: to: |
|  |  |  |
| **Project title:** |  |
| **Project closure requirements:** | **Yes/No** | **Comments** |
| All project deliverables completed |  |  |
| Final narrative/evaluation report submitted |  |  |
| Final financial report submitted  |  | If yes, complete Section B |
| **Section B** |
|  | **Yes/No** |  |
| Fund balance: |  | **If yes, amount\*** |  |

|  |
| --- |
| \***Option A** Any remaining balance will be used as indicated by UNITAR.\***Option B** \*The project’s fund balance, which is/will be reflected in the final financial report, will be transferred to the following bank account:Branch Name:        Citibank New YorkBranch Address:  One Penn’s Way, New Castle, Delaware 19720Branch Number:    940SWIFT Address:    CITIUS33ABA Number:        021000089Account Name:     United Nations Institute for Training and Research (UNITAR) AccountAccount Number: 36347452Reference:  |
| **Section C** |
| UNITAR and the **PARTNER** hereby agree to close this project. Date Date**For UNITAR** **For the PARTNER**Signature**Name of the Manager****Programme Name**UNITARDate:Name: Chief, Finance and Budget Unit\* |

\*Required only if the grant is terminated prior to normal expiration of the grant agreement. Otherwise the UNITAR Programme Manager countersignature suffices.

**Annex VIII: The Ten Principles of the UN Global Compact**

**Principles of the UN Global Compact**

The Global Compact asks companies to embrace, support and enact, within their

sphere of influence, a set of core values in the areas of human rights, labour

standards, the environment, and anti-corruption.

**Human Rights**

• Principle 1: Businesses should support and respect the protection of

internationally proclaimed human rights; and

• Principle 2: make sure that they are not complicit in human rights abuses.

**Labour Standards**

• Principle 3: Businesses should uphold the freedom of association and the

effective recognition of the right to collective bargaining;

• Principle 4: the elimination of all forms of forced and compulsory labour;

• Principle 5: the effective abolition of child labour; and

• Principle 6: the elimination of discrimination in respect of employment and

occupation.

**Environment**

• Principle 7: Businesses should support a precautionary approach to

environmental challenges;

• Principle 8: undertake initiatives to promote greater environmental

responsibility; and

• Principle 9: encourage the development and diffusion of environmentally

friendly technologies...

**Anti-Corruption**

• Principle 10: Businesses should work against all forms of

corruption, including extortion and bribery.