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| STANDARD PROCUREMENT DOCUMENTS |
| **STANDARD FORM OF AGREEMENT for Use by World Bank Borrowers** |
| Provision of Technical Assistance by UNFPA under Bank-Financed Projects |
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| **The World Bank****v.1****October, 2014** |

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**Foreword**

1. This Standard Form of Agreement (contract form) is the result of cooperation between the World Bank (“the Bank”)[[1]](#footnote-1) and the United Nations Population Fund (“UNFPA”).
2. The Bank’s Borrowers shall use this Standard Form of Agreement when the Consultant Guidelines’[[2]](#footnote-2) requirements for procurement from UN Agencies are satisfied, and the Borrower has obtained a prior approval of the Bank.
3. The completion date of the Agreement and the delivery of the last deliverable cannot exceed the Loan/Credit/Grant’s closing date.
4. The text shown in *italics* is “*Notes to the Borrower*”, which provide guidance to the implementing entity of the Borrower and to the UNFPA Country Office in preparing a specific Agreement. These *italicized* *Notes* should be deleted from the final version prior to signing of the Agreement.
5. Those wishing to submit comments or questions on this document, or obtain additional information on procurement under Bank-financed projects, are encouraged to contact:

Procurement Policy and Services Group

Operations Policy and Country Services Vice Presidency

The World Bank

1818 H Street, NW

Washington, D.C. 20433 U.S.A.

e-mail: pdocuments@worldbank.org

http://worldbank.org/procure

1. For questions or guidance concerning UNFPA, please contact:

Resource Mobilization Branch

United Nations Population Fund

605 Third Avenue

New York, NY 10158 U.S.A.

RMB@unfpa.org

Tel.: +1 (212) 297-5000

*The Agreement form for the use by the Borrowers starts from the next page*

*Public disclosure is authorized after the signing*

AGREEMENT

**FOR PROVISION OF TECHNICAL ASSISTANCE**

**Project Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Loan/Credit/Grant No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Loan/Credit/Grant Closing Date :***[date/month in words/year ]*

**Reference No. *[as per Procurement Plan] \_\_\_\_\_\_\_\_\_\_\_***

**between**

**THE GOVERNMENT OF *[insert the country name]***

**and the**

**UNITED NATIONS POPULATION FUND (UNFPA)**

**Dated:\_** *[date/month in words/year ]*

 ***Insert Borrower’s logo***

**FORM OF AGREEMENT**

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between THE GOVERNMENT OF [\_\_\_\_\_\_] by and through its Ministry of [\_\_\_\_\_] (the “Government”), and the UNITED NATIONS POPULATION FUND, a subsidiary organ of the United Nations established by the General Assembly pursuant to Assembly resolution 3019 (XXVII) of 18 December 1972, with headquarters located at 605 Third Avenue, New York, NY 10158 (“UNFPA”, together with the “Government,” the “Parties” and each a “Party”).

**WHEREAS**

1. The Government, working with its development partners, including UNFPA and the World Bank[[3]](#footnote-3) (“Bank”), has designed and is implementing a project [*insert Project’s name*] (the “Project”). As part of the Project’s implementation, the Government has asked UNFPA to provide the Technical Assistance as set forth in **ANNEX I** to this Agreement**,** and UNFPA has agreed to provide the Technical Assistance including, as applicable, the procurement of a limited number of supplies required for carrying out the Technical Assistance in accordance with the terms of this Agreement.
2. The Government has received *[enter all applicable financing sources* a credit/loan/grant*]* (the “Financing”) from the Bank pursuant to an agreement dated *[*date(s) *of the respective Credit/Loan/Grant Agreement(s)]* (the “Financing Agreement”) and intends to apply a portion of the proceeds of the Financing to eligible payments under this Agreement.
3. UNFPA is an international development agency that promotes the right of every woman, man and child to enjoy a life of health and equal opportunity. UNFPA and the Government cooperate with respect to the formulation, adoption and implementation of the Government’s population policies and development strategies, to better the lives of women, men and children in [*name of country*], in accordance with [*enter legal basis of relationship*[[4]](#footnote-4)] (the “Basic Agreement”).

**NOW, THEREFORE**, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to an amount of US$ ***[insert amount in words]*** (*[insert amount in figures]*) (the “Total Funding Ceiling”), to eligible payments under this Agreement on the basis of Deliverables and the timeline agreed by the Parties in **ANNEX I**. The Total Funding Ceiling includes any tax obligations on the part of the Government under this Agreement. A detailed calculation of the Total Funding Ceiling is provided in **Annex III**.
2. This Agreement is signed and executed in *[insert language]*, and all communications, notices and modifications related to this Agreement shall be made in writing and in the same language.
3. This Agreement becomes effective on the date it is signed by both Parties, and will remain effective until *[insert the date which cannot exceed the Project’s closing date]*, unless otherwise agreed by the Parties in writing.
4. The Government designates *[insert the name and title]* and UNFPA designates *[insert the name and title]* as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as following:
5. Government representative: *[insert phone, e-mail and fax]*
6. UNFPA representative: *[insert phone, e-mail and fax]*
7. The following documents form an integral part of this Agreement:
8. General Conditions of Agreement
9. Annexes:

Annex I: Description of Technical Assistance

Annex II: Work Plan and UNFPA’s Team

Annex III: Total Funding Ceiling

Annex IV: Payment Schedule

Annex V: Payment Request Template

Annex VI: Reporting Requirements

Annex VII: Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

Annex VIII: UNFPA Indirect Cost

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

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| **The Government of *[\_\_\_\_\_\_\_ ]*****By:***[signature]*\_\_\_\_\_\_\_\_\_\_  **Name:** *[ print ]***Title:** *[ ]***Date:***[ date/month in words/year ]* | **United Nations Population Fund (UNFPA)****By:** *[signature]*\_\_\_\_\_\_\_\_\_\_\_\_\_   **Name**: *[\_\_\_\_\_]***Title**: *[ ]* **Date**: *[date/month in words/year ]**For use by Chief, Resource Mobilization Branch, UNFPA[[5]](#footnote-5):***By:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Name:** *[ ]***Title:** Chief, Resource Mobilization Branch, UNFPA**Date:** *[date/month in words/year ]**[To be enforceable, this Agreement must be co-signed by the Chief, Resource Mobilization Branch, UNFPA]* |

**GENERAL CONDITIONS OF AGREEMENT**

##### DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:
2. “Staff” means an individual who holds a letter of appointment with UNFPA or is on loan to UNFPA by another UN organization or specialized agency under the terms of the Inter-organization Agreement concerning Transfer, Secondment or Loan applying the UN Common System of Salaries and Allowances.
3. “Consultant” means an individual other than a Staff who is engaged by UNFPA for implementation of the Technical Assistance as described in **Annex I.**
4. “Contractor” means a legal entity supplying goods or services to UNFPA under a commercial or corporate contract. The term includes “implementing partners” as defined and used in UNFPA’s financial regulations and rules.
5. “Day” means working day, unless otherwise stated.
6. “Indirect Cost” means the costs incurred by UNFPA as a function of and in support of the Technical Assistance, which cannot be traced unequivocally to the Technical Assistance, calculated at a rate as mandated by the Executive Board of UNFPA and as set out in **Annex VIII**.
7. “Technical Assistance” means the advisory services and activities to be carried out by UNFPA pursuant to this Agreement, as described in **Annex I**.

**SCOPE OF TECHNICAL ASSISTANCE AND GENERAL OBLIGATIONS OF THE PARTIES**

1. A detailed description of the Technical Assistance is set forth in **Annex I**.
2. UNFPA shall provide the Technical Assistance in accordance with the timetable and such level of input by UNFPA’s team of Staff, Consultants and Contractors that is required to carry out the Technical Assistance (“Work Plan”), as detailed in **Annex II**.
3. The Government shall be responsible for all payments under this Agreement.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex VII**.
5. The Parties acknowledge that the Technical Assistance and/or the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement.

**UNFPA STAFF, CONSULTANTS AND CONTRACTORS**

1. UNFPA will put together a team of qualified Staff, Consultants and Contractors as, in UNFPA’s judgment, are required to carry out the Technical Assistance.

(a)The Parties acknowledge that at the time of the signing of this Agreement, UNFPA may not have been able to identify and/or contract Consultants and Contractors. In such case, UNFPA will promptly provide names and Curriculum Vitae (CV) to the Government once they are contracted by UNFPA.

(b) Any adjustments in projected time input for each key team member, unless otherwise agreed with the Government, shall not exceed the original estimate included in **Annex II** by more than ten (10) percent or one week, whichever is longer; and all adjustments shall remain within the Total Funding Ceiling.

1. Bearing in mind the considerations and requirements of paragraphs 9 through 11 below, the hiring and contracting of any Staff, Consultant or Contractor by UNFPA in connection with this Agreement will be done according to UNFPA’s established regulations, rules, policies and procedures. UNFPA shall remain fully responsible for the performance of the Technical Assistance by its assigned team pursuant to this Agreement. UNFPA will ensure that each respective contract includes the following terms and conditions:

(a) Prohibition of Conflicting Activities. The Staff, Consultant or Contractor will not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with UNFPA.

(b) Confidentiality. Staff, Consultant or Contractor will treat with the utmost discretion any information acquired in the performance of its contract with UNFPA.

1. Disqualification from Related Contracts. During the term of this Agreement and after its termination, the Government will disqualify the Staff, Consultant or Contractor and any party affiliated with either of them from providing goods, works or services (other than consulting services) resulting from, or closely related to, the activities under this Agreement, and shall not hire them for any assignment that, by its nature, may be in conflict with this Agreement.
2. The Government herewith requests, and UNFPA herewith agrees, that UNFPA shall not hire any Government institution or any Government-owned enterprise or institution as a Contractor under this Agreement, unless it has been established by the Government to the Bank’s satisfaction that such Government-owned enterprise or institution is legally and financially autonomous, operates under commercial or private law, and is not a dependent agency of the Government (the “Eligibility Test”). As an exception, a Government-owned university, research center or other similar institution that does not meet this Eligibility Test may be hired as a Contractor by UNFPA if it has been established by the Government to the Bank’s satisfaction that the services of such institution are of a unique and exceptional nature (including because of the absence of a suitable private sector alternative) and its participation is critical to the successful execution of the Technical Assistance.
3. UNFPA shall not hire any official or civil servant of the Government’s country as a Consultant unless it has been established by the Government to the Bank’s satisfaction that (i) such official or civil servant is on leave of absence without pay, or has resigned or retired; and (ii) the Technical Assistance is not being provided to the ministry or agency for which that official or civil servant was working before going on leave or, in the case of resignation or retirement, unless a period of at least six (6) months (or any longer period established by the applicable rules for civil servants in the Government’s country) has passed since such resignation or retirement from that ministry or agency. As an exception, the Bank may agree, upon request by the Government, that a professor or other expert from a Government-owned university, research center or similar institution may be hired as a Consultant by UNFPA on a part-time basis without being on leave of absence without pay, provided such professor or other expert has been employed full-time by his or her institution for at least one (1) year prior to hiring by UNFPA and such hiring is justified for the services.

Standard of Performance

1. UNFPA will carry out UNFPA’s obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.

Removal and/or Replacement of Staff, Consultants, Contractors

1. If, for any reason beyond the reasonable control of UNFPA, it becomes necessary to substitute any member of UNFPA’s team as included in **Annex II**, UNFPA shall promptly replace such member with another having required or better qualifications. For substitution of Consultants or Contractors’ personnel, where relevant, UNFPA will submit to the Government a copy of the proposed candidate’s CV for review.  If the Government does not object in writing, stating a reasonable basis for its objection, within fourteen (14) days from the date of receipt of the CV, the Consultant or Contractor’s personnel in question shall be deemed to have been accepted by the Government.
2. If the Government reasonably concludes that (i) any member of UNFPA’s team as included in Annex II has engaged in serious misconduct or (ii) the performance of any of the members of UNFPA’s team is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with UNFPA specifying the grounds therefore. If, after receiving the Government’s written request, UNFPA investigates the alleged misconduct or reviews the alleged unsatisfactory performance and concludes that the misconduct and/or the dissatisfaction with the performance of the team member justifies his/her replacement, UNFPA will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to UNFPA’s regulations, rules, policies and procedures.

**INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS**

1. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by UNFPA under this Agreement shall belong to UNFPA. UNFPA herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sub-license), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights within the Government’s territory.

**MATERIALS AND EQUIPMENT**

1. The purchase by UNFPA of any supplies and equipment, including related non-consulting services, that are necessary to provide the Technical Assistance, using funds provided by the Government under this Agreement (“Supplies and Equipment”), will be done according to UNFPA’s established regulations, rules, policies and procedures. UNFPA will consult with the Government as to the specifications and delivery schedules for the Supplies and Equipment, if/as needed.
2. The cost of Supplies and Equipment shall not exceed twenty five (25) percent of the Total Funding Ceiling. Any increase above twenty five (25) percent shall be subject to prior approval of the Bank, to be obtained by the Government.
3. The following additional provisions shall apply if the Supplies constitute pharmaceuticals or other reproductive health supplies:
4. Pharmaceuticals purchased under this Agreement shall be procured pursuant to UNFPA’s standard contracting practices, which, at minimum, shall specify that upon dispatch by UNFPA’s supplier, the Supplies shall have a shelf life of not less than the standard period established by the World Health Organization (“WHO”), or as otherwise set out in the written agreement between UNFPA and the Government approved by the Bank.
5. Pharmaceuticals and reproductive health supplies will be accompanied by a Certificate of Origin where feasible.
6. The Parties shall agree on the timing and modality of the ownership and warranties transfer of any Supplies and Equipment prior to the completion date of this Agreement. Any Supplies and Equipment made available to UNFPA by the Government during this Agreement shall remain the property of the Government.

**INSURANCE**

1. The Parties note that UNFPA is self-insured. Without prejudice to the foregoing, throughout the execution of this Agreement UNFPA shall:
	* + - 1. maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;
				2. maintain appropriate cargo insurance against loss of or damage to Supplies and Equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Government;
				3. with regard to Staff, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance;
				4. with regard to Consultants provide for compensation in respect of injury, sickness or death while performing official duties of the organization; and maintain malicious acts insurance.
2. The cost of such insurance is deemed included in the Total Funding Ceiling.

**TOTAL FUNDING CEILING AND PAYMENTS**

1. Cumulative disbursements shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank, which approval shall be sought and obtained by the Government. UNFPA takes note that the Government’s disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.
2. The payments under this Agreement shall be made in accordance with the payment schedule set forth in **Annex IV** (“Payment Schedule”). The Payment Request template is provided in **Annex V.**
3. The Government will make the payment to the UNFPA account, by wire transfer, within ten (10) days of receiving the Payment Request. All payments will be made in United States dollars.
4. UNFPA will receive and administer funds transferred hereunder in accordance with UNFPA’s financial regulations, rules, policies and procedures. Any interest derived by UNFPA from funds disbursed to UNFPA in accordance with this Agreement will be retained by UNFPA and form part of UNFPA regular resources. UNFPA will maintain a separate identifiable fund code (ledger account or “Account”) to which all UNFPA receipts and disbursements for the purposes of this Agreement will be recorded.
5. UNFPA shall not be required to commence or continue the provision of the Technical Assistance until UNFPA has received the payments due in accordance with the Payment Schedule and it shall not be required to assume any liability in excess of such payments.
6. Payments to UNFPA shall not prejudice the Government’s right to dispute any amount claimed by UNFPA and to adjust any future payment by the amount in dispute and inform UNFPA accordingly. In such case, the Government will promptly notify UNFPA and the Bank to arrive at a mutually acceptable solution.

Eligible Expenditures

1. The Parties agree that the cost of implementing the Technical Assistance includes: (a) all direct costs as specified in **Annex III**, and (b) Indirect Cost at the rate set forth in **Annex VIII**.

**Reporting**

Progress Reports

1. UNFPA will submit progress reports comprising (i) the narrative summary of the status of the activities, proposed revisions, if any, to the Technical Assistance and/or Work Plan, and any implementation issues and proposed approach to address them, (ii) financial reporting on the use of funds, and (iii) the request for the next payment based on the planned activities and Work Plan.

Financial Reporting (part of Progress Report)

1. UNFPA will keep accurate accounts and records in accordance with UNFPA’s Financial Regulations and Rules and in such form and detail as to clearly identify all relevant charges and expenses made against the agreed deliverables in **Annex I** and stated in the financial reports submitted as part of the Progress Report **(Annex VI)**.
2. All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made in other currencies.

 Supplemental Reports

##

## The Government may reasonably request UNFPA to provide additional information and/or clarifications in regard to the submitted reports to ensure that the payments are made for the agreed deliverables, outputs or results within the limits of UNFPA’s rules and regulations.

General Requirements

1. UNFPA shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with UNFPA’s documents retention policy.
2. Detailed reporting requirements and the frequency of the reports are set forth in **Annex VI.**
3. The Final Progress Report must be submitted within the validity of this Agreement. No payments due under this Agreement can be made after its expiration date.

**Force Majeure**

1. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of a similar nature or force.

**Termination**

1. This Agreement may be terminated by either Party upon sixty (60) days’ termination notice sent to the other and copied to the Bank.
2. Upon receipt by one Party of the other Party’s termination notice, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an early termination of the Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. The Parties shall also agree on the deadline for UNFPA to submit the last progress report, including reconciliation of accounts and settlement of any outstanding payments to UNFPA, including UNFPA’s obligations to its Staff, Consultants and Contractors, and, if applicable, reimbursement for any reasonable cost incurred by UNFPA as a result of such early termination. In the event the amount of advanced funds exceeds the amount of accounted expenditures for the completed part of the Technical Assistance, UNFPA shall return the difference to the Government.
3. The provisions of this Agreement will survive expiration or termination to the extent necessary to permit an orderly settlement of accounts between the Parties.
4. Without limiting the generality of the foregoing provisions in this section “Termination”,
5. UNFPA shall not be required to carry out any activity included in the Work Plan for which the funds have been requested but not paid for by the Government yet;
6. UNFPA shall prepare the Final Progress Report in accordance with **Annex VI**, as promptly as possible, and no later than the agreed deadline for the last report as per paragraph 35 above.

**Transparency**

1. The UNFPA Account shall be subject exclusively to internal and external audit in accordance with UNFPA’s Financial Regulations and Rules. The Parties acknowledge that UNFPA’s financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in UNFPA’s financial regulations and rules, and that the External Auditors of UNFPA are appointed by and report to the United Nations General Assembly, of which the Government is member. Throughout the term of this Agreement, UNFPA will ensure that its audited accounts and the External Auditors’ Report is posted on the website within ten (10) days of these becoming public documents by reason of being presented to the General Assembly.
2. In the event that the Government, UNFPA, or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that reasonably indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.

(b) This information will be brought promptly to the attention of the appropriate official or officials at the Government, UNFPA, and the Bank (which in the case of UNFPA is the Director of the Office of Audit and Investigation Services of UNFPA).

(c) Following consultation with the Government and the Bank, UNFPA will, to the extent the information relates to actions within the authority or accountability of UNFPA, take timely and appropriate action in accordance with its applicable regulations, rules, and administrative instructions, to investigate this information. For greater clarity on this matter, the Parties agree and acknowledge that UNFPA shall have no authority to investigate information relating to possible corrupt, fraudulent, coercive or collusive practices by Government officials or by officials or consultants of the Bank.

(d) To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of UNFPA, UNFPA will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework and established procedures, including its Financial Regulations and Rules, where applicable.

(e) To the extent consistent with UNFPA’s accountability and oversight framework and established procedures, it will keep the Government and the Bank regularly informed by agreed means of actions taken pursuant to this paragraph 41, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (ledger account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to UNFPA with respect to such amounts.

(f) For the purposes of this Agreement, the following definitions shall apply:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

1. In the event that the Government or the Bank reasonably believes that UNFPA has not complied with the requirements of paragraph 41 above, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and UNFPA in order to obtain assurances, in a manner consistent with UNFPA’s oversight and accountability framework and respecting appropriate confidentiality, that UNFPA’s oversight and accountability mechanisms have been or will be fully applied. Such direct consultations may result in an understanding between the Government, the Bank, and UNFPA, on any further actions to be taken and the timeframe for such actions. The Parties take note of Article VII of the United Nations Financial Regulations (“External Audit”), incorporated into the Financial Regulations and Rules of UNFPA pursuant to Article XVIII thereof.
2. The Government confirms that no official of UNFPA has received or will be offered by the Government any benefit arising from this Agreement. UNFPA confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
3. The Parties agree and acknowledge that nothing in this section, “Transparency,” shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group as set out in Section I of the applicable version of the Procurement Guidelines and the Guidelines for the Selection and Employment of Contractors, respectively, and incorporated by reference into the Financing Agreement, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section, “Transparency,” “third party” does not include UNFPA. To the extent consistent with UNFPA’s oversight framework and established procedures, and if requested by the Bank, UNFPA shall cooperate with the Bank or such other entity in the conduct of such investigations.
4. (a) UNFPA requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract to disclose to UNFPA whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group. UNFPA will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the provision of the Technical Assistance, including the purchase of related Supplies and Equipment, if any, under this Agreement.

(b) If UNFPA intends to issue a contract in connection with the provision of any of the Technical Assistance activities under this Agreement with a party which has disclosed to UNFPA that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) UNFPA will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and UNFPA to discuss UNFPA’s decision; and (iii) the Bank may thereafter inform UNFPA by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.

(c) Any funds received by UNFPA under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under this paragraph 45(b)(iii) above, shall be used to defray the amounts requested by UNFPA in any subsequent Payment Request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon completion or early termination of this Agreement.

## **Interpretation; Privileges and Immunities;**

## **Settlement of Disputes between the Parties**

1. The Government shall apply to UNFPA, its property, funds and assets, and to its Staff, Consultants and Contractors, the provisions of the Convention on the Privileges and Immunities of the United Nations (the “General Convention”). The Government shall further apply to UNFPA, its property, funds and assets, the provisions of the Basic Agreement.
2. This Agreement shall be governed by general principles of international law, which shall be deemed to include the UNIDROIT General Principles of International Commercial Contracts (2010). Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.
3. Nothing contained 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, including UNFPA, under the General Convention, the Basic Agreement, or otherwise.

**MISCELLANEOUS**

Relation between the Parties

1. Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and UNFPA. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

Headings

1. The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.

Notices

1. Notices will be deemed effective as follows:
2. in the case of personal delivery, on delivery as per date of the written acknowledgement;
3. in the case of registered mail, fourteen (14) days after being sent;
4. in the case of facsimiles, forty-eight (48) hours following confirmed transmission.
5. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in paragraph 4 in the Form of Agreement.

Amendment and Modification

1. This Agreement may be amended or modified only by written agreement of the Parties, and any substantial modification or amendment agreed between the Parties will become effective only upon notification by the Government to UNFPA that the Bank, as the case may be, has approved such modification or amendment.

ANNEX I

 DESCRIPTION OF THE TECHNICAL ASSISTANCE

*Notes: This Annex shall be based on the proposal, including the detailed costing, prepared by UNFPA for the Government to facilitate the Parties’ discussion regarding entering into this Agreement.*

*Description of the Technical Assistance shall include the following:*

I. Objectives and expected deliverables, outcomes and results of the Technical Assistance

II. Agreed Deliverables/Outputs/Results and the timeline

*Deliverables 1:\_\_[insert description. An agreed Deliverable ]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Activity1.1* *[Description of main activities (or tasks) to be carried out by UNFPA , i.e. content and duration, phasing and interrelations, milestones, and location of performance.]*

*Activity 1.2*

*xxxxxxxxx*

 *[Note: Reporting requirements for the activities described in this Annex I shall be included in Annex VI]*

ANNEX II

WORK PLAN AND UNFPA’S TEAM

Part I: Work Plan

 *[Shall be consistent with the technical approach and methodology as described in Annex I]*

|  |  |  |
| --- | --- | --- |
| **N°** | **Activity** | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** |
| 1 | Deliverable 1. Mobilization of UNFPA team (Inception Report, if applicable) |  |  |  |  |  |  |
| 1.1 | Activity 1 [*include and plan for mobilization phase – especially if UNFPA needs to select outsourced services or contract Consultants*] |  |  |  |  |  |  |
| 1.2 | Activity 2 |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| 2. | Deliverable 2 |  |  |  |  |  |  |
| 2.1 | Activity 1 |  |  |  |  |  |  |
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**Part II – UNFPA’s Team**

1. **Titles, time input and period of engagement**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Time input (in the form of a bar chart by month)** | **Total Input (in months)** |
| **N°** | **Name and Functional Title[[6]](#footnote-6)**  | **Area of Expertise** | **Activity/ Position Assigned** | **1** | **2** | **3** | **4** | **5** | **6** | **Home** | **Field** | **total** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

1. Brief description of each position listed in the table above
2. Short bio of UNFPA key staff listed in Part II table, CVs of Consultants or, as applicable, Contractor’s personnel *[or key qualification requirements for those who are not yet selected at the time of this Agreement signing]*

Annex III

 Total Funding Ceiling

(Estimate of Total Cost of the Technical Assistance)

*[This Annex is used for the estimation purposes only. It is not used as a basis for payment or financial reporting. The payments are made against agreed Deliverables specified in Annex I]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost Category Description** | **Year 1** | **Year 2** | **Total** |
| 1. Staff and other personnel cost
 |  |  |  |
| 1. Supplies, Commodities, Materials
 |  |  |  |
| 1. Equipment, Vehicles and Furniture (including depreciation)
 |  |  |  |
| 1. Contractual Services
 |  |  |  |
| 1. Travel
 |  |  |  |
| 1. Transfers and Grants to Counterparts
 |  n/a  |  n/a |  n/a |
| 1. General Operating and Other Direct Costs
 |  |  |  |
|  8. Indirect Support Costs |  -  |  -  |  -  |
| TOTAL |  |  |  |

Notes to the Table:

1. The cost categories indicated in the above table are standard categories of United Nations Development Group (UNDG) and represent a system generated financial reporting template. Only those categories that are relevant to a specific Technical Assistance shall be used.
2. Totals for each category include contingencies.
3. “Staff and other personnel costs” (cost category No. 1) include payments to Staff and Consultants as referred to in paragraphs 1 (a) and (b) of the General Conditions to this Agreement.
4. The cap of 25% for related Supplies and Equipment[[7]](#footnote-7) that can be financed under this Agreement applies to cost categories Nos. 2 and 3 combined.
5. “Contractual Services” (cost category No. 4) refers to payments to Contractors, including implementing partners, as referred to in paragraph 1 (c) of the General Conditions to this Agreement.
6. “Transfers and Grants to Counterparts” (cost category No. 6) cannot be used under this Agreement.
7. “General Operating and Other Direct Costs” (cost category No. 7):includes only items for the purpose of execution of this Agreement.
8. “Indirect Support Costs” (cost category No. 8) is UNFPA’s Indirect Cost as referred to in paragraph 1(e) of the General Conditions to this Agreement.
9. The TOTAL is the Total Funding Ceiling. It cannot be changed without written amendment to this Agreement and a prior no-objection by the Bank, to be obtained from the Bank by the Government.

Annex IV

PAYMENT SCHEDULE

*[insert payment schedule agreed by the Parties for the specific Agreement]*

*[Instruction to users:*

*For Agreements of short duration (for example, less than 12 months), the payment of the Total Funding Ceiling can be made in one tranche upon signing, if the signed Agreement includes a complete and agreed Work Plan and UNFPA Team is assigned and is ready to be mobilized.*

*For Agreements of longer than 12 months duration:*

1st payment - up to 20% of the Total Funding Ceiling upon signing as an advance payment;

2nd payment– x% of the Total Funding Ceiling upon submission of Deliverable No.1. The first two payments can be combined in one payment of up to 50% against submission of Deliverable No. 1 (if Deliverable No.1 is an Inception Report); and

subsequent payments- x% of the Total Funding Ceiling upon submission of respective Deliverables as specified in Annex I.

*Any advance payments will be deducted from the last payment. ]*

*[All payments under this Agreement shall be made within the validity period of the Agreement. Under no circumstances can payments be made after the Loan/Credit/Grant Closing date as stipulated in the Financing Agreement]*

**Annex V**

UNFPA Letterhead

Payment Request Template

**Name of Project:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IBRD Loan/IDA Credit/Grant No:**­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_

**Loan/Credit/Grant Closing Date:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check one:

### [ ] Advance Payment *[as per Annex IV]*; *or*

### [ ] Claim for Deliverable No: *[as per Annex I]*…………

|  |  |
| --- | --- |
| **DESCRIPTION** |  **AMOUNT in US$** |
| **INVOICE No:** *xxxxx***Date:** Please transfer the [*insert: advance upon signing/Deliverable No.xxx.]* in amount of USD xxxxxx as per Annex V “Payment Schedule” to UNFPA’s account which follows below:Bank name:Bank address:Account No.: Account title:SWIFT or ABA No.:Bank contact name:Bank name at  | **USD xxxx** |
|  | TOTAL | **USD xxxxxx** |

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 xx xxxx

Annex VI

REPORTING REQUIREMENTS

UNFPA shall submit the following reports for the Deliverables agreed in Annex I:

1. Deliverable No.1 (Inception Report, if used)

*[shall include:*

1. Any information missing in Annex I and Annex II at the time of Agreement signing and detail mobilization arrangements and plans to ensure timely start-up of the Technical Assistance implementation;
2. The names and CVs of those Consultants and, as applicable, Contractor’s personnel, who were not selected or contracted at the time of the signing (and whose positions were listed in Annex II) and who shall be mobilized within the first 6 months; and
3. The Payment Request.
4. Deliverable No. 2 and subsequent ones (Progress Report(s))

*[Each report shall include:*

1. Narrative summary of the status of activities to demonstrate the progress towards the agreed Deliverables and the linkage between the payments made under this Agreement and deliverables, outputs or results in Annex I;
2. Interim Financial reporting on the use of funds and the Payment Request for the next installment signed by an authorized UNFPA staff in charge of the Technical Assistance.
3. In the case of the final Deliverable (Final Progress Report), a reconciliation of accounts, offset of any paid advances, and any balances due to any Party shall be included.

The final Deliverable (Progress Report) shall include a financial statement signed by an authorized official of the UNFPA:

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. We confirm that the share of Supplies and Equipment has not exceeded the share (percentage) approved for this Agreement in Annex III. All documentation authenticating these expenditures has been retained by UNFPA in accordance with its document retention policy and will be available to UNFPA’s External Auditors for examination in the course of the audit of UNFPA’s Financial Statements.

 Signed by:

 Name and Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”

ANNEX VII

Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

The Parties agree that the Government commits to provide, at its own expense and at no cost to UNFPA, the following inputs to facilitate successful implementation of this Agreement:

1. Government Staff (qualified experts to work with UNFPA team): *[include the list of names, titles, brief qualifications. Indicate “n/a” if none are provided]*
2. Surveys and Technical Inputs *[for example, surveys, drawings, files, maps, software, etc., or insert “n/a” if none are provided]*
3. Services *[for example, office cleaning, utilities, communication, etc. , or insert “n/a” if none are provided]*
4. Facilities *[for example, office space, meeting and conference rooms, etc., or insert “n/a” if none are provided]*
5. Property *[for example, office or computer equipment, materials, vehicles, etc., or insert “n/a” if none are provided]*
6. *[Other – insert any other inputs by the Government that do not fall under any of the above categories but are required for successful implementation of the Technical Assistance]*

*The extent and timing of provision of counterpart staff and of facilities should be agreed upon and included in this Annex.*

ANNEX VIII

UNFPA INDIRECT COST

1. Indirect Cost for this Agreement is [ insert %]
2. Summary of Current Policy on Project Servicing Cost Rates

In accordance with the relevant decisions of UNFPA’s Executive Board on [cost recovery](https://docs.myunfpa.org/docushare/dsweb/Get/UNFPA_Publication-52635), the following applies:

In case when the funding of this Agreement is obtained by the Government from the World Bank pursuant to the Financing Agreement concluded between the World Bank and the Government in form of a credit, loan or grant, under UNFPA’s policy, funds provided under this Agreement are from a Programme Country Government towards the implementation of its own Country Programme. Therefore, the Government will benefit from the preferential indirect cost recovery rate authorized by UNFPA’s Executive Board As of the date of this template (July 2014) the preferential rate is 5% (five percent).

1. References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA). [↑](#footnote-ref-1)
2. Reference is made to “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers”. [↑](#footnote-ref-2)
3. References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA). [↑](#footnote-ref-3)
4. ***For information of the UNFPA user; delete this footnote prior to signing.*** *Please enter the basic agreement applicable between the Government and UNFPA, usually the basic assistance agreement between UNFPA and the Government. Should the UNFPA office/unit using this standard form of agreement be unsure as to the legal basis of the relationship in any particular case, please contact the Chief, Legal Unit, Office of the Executive Director, UNFPA Headquarters, for the exact information.* [↑](#footnote-ref-4)
5. Chief, Resource Mobilization Branch, United Nations Population Fund, 605 Third Avenue, New York, NY 10158; Tel.: +1 (212) 297-5000; RMB@unfpa.org. [↑](#footnote-ref-5)
6. For Staff, Consultants or, as applicable, Contractor’s personnel whom UNFPA can select only after the Agreement has been signed, position titles, brief summary describing each position and key qualification requirements will be included in this Annex. UNFPA will provide the Government with the names of those Staff, Consultants or, as applicable, Contractor’s personnel promptly after they are selected/contracted by UNFPA. [↑](#footnote-ref-6)
7. *[For emergency operation projects the Bank can approve, on an exceptional, case-by-case basis a higher level of allocation for Supplies and Equipment]* [↑](#footnote-ref-7)