|  |
| --- |
| Note to UNFPA user: How this form should be used   1. This form of Grant Agreement refers to, and should be used in connection with, the UNFPA PPM, Grants. 2. Importantly, please note that: 3. Grants may be awarded to Civil Society/ Community Based Organizations only for activities under a UNFPA-implementation modality (*i.e.*, direct implementation or “DEX”), subject to the further terms of the PPM, Grants. Grants are not awarded where the activities in question are subject to implementation by implementing partners (“NEX”); 4. This form is intended for grants up to USD 30,000 per entity, per year. This limit applies to the entity across all UNFPA units, not to each individual department. Please see the PPM, Grants, for further details. 5. The UNFPA user must fill in all blanks contained in this form (square brackets, “[…]”) prior to providing a copy of the draft form to the Grant Recipient. 6. The Grant Agreement consists of two parts: (1) the model form; and (2) the General Terms and Conditions for Grant Agreements. Changes to the text of the model form may be made solely with the written approval through the PD Service Desk: (http://www.myunfpa.org/Apps2/ServiceDesk/ManageFaq.unfpa?dept=3&parameter=viewFaq). Absolutely no changes, deletions or revisions may be made to the General Terms and Conditions. 7. Two original copies of the Grant Agreement are signed. One copy is retained by UNFPA and one by the Grant Recipient. 8. **All grey information boxes must be deleted prior to signing.** 9. After the Grant Agreement has been signed, any amendments must be made in writing. |

**Grant Agreement**

**between**

**[full name of Civil Society/ Community Based Organization]**

**and the**

**United Nations Population Fund**

WHEREAS, the United Nations Population Fund wishes to provide a grant to **[full name of Civil Society/ Community Based Organization]** in the context of **[insert Atlas project ID and UNFPA workplan/output description]**, and on the terms and conditions hereinafter set forth; and

WHEREAS, **[full name of Civil Society/ Community Based Organization]** is ready and willing to accept such grant on the said terms and conditions;

NOW, therefore, **[full name of Civil Society/ Community Based Organization]** and the United Nations Population Fund, referred to jointly as the “Parties” and each separately as a “Party”, hereby agree as follows:

**Article I**

**Definitions**

In this Agreement, the expression:

“Agreement” means this grant agreement;

“Grant Recipient” or “Recipient” means **[full name of Civil Society/ Community Based Organization]**;

“United Nations Population Fund” or “UNFPA” means the subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972;

“Grant” means the total amount of financial resources, which UNFPA agrees to provide to the Grant Recipient in accordance with the terms of this Agreement;

“Capacity Building Plan” means the document, appended to this Agreement, describing the activities to be undertaken by the Grant Recipient.

**Article II**

**Agreement Documents**

This Agreement consists of:

(a) this Grant Agreement;

(b) the General Terms and Conditions for Grant Agreements appended hereto as Annex I;

(c) the Capacity Building Plan appended hereto as Annex II.

**Article III**

**The Grant**

1. UNFPA will make available a Grant to the Recipient, on a non-exclusive basis, in an amount not exceeding **[currency and amount in figures and words]**, subject to and in accordance with the terms of this Agreement.

2. UNFPA will deposit the Grant into the following bank account:

(a) Bank name: [ ]

(b) Bank address: [ ]

(c) Account title: [ ]

(d) Account No.: [ ]

(e) Bank contact person: [ ]

3. UNFPA will transfer the Grant in one single payment, upon entry into force of this Agreement unless otherwise provided for herein. The Grant Recipient understands that the amount of the Grant will not be increased or otherwise adjusted by UNFPA under any circumstances, including in cases of currency fluctuations or price increases.

**Article IV**

**Grant Recipient’s Responsibilities**

1. The Grant Recipient shall undertake the activities described in the Capacity Building Plan, which form an integral part of this Agreement, and shall do so in conformity with the terms of this Agreement.

2. In particular, the Recipient shall:

(a) undertake its activities in accordance with the budget, schedule and other details set out in such Capacity Building Plan;

(b) make its designated contributions as provided for under the Capacity Building Plan, including any technical assistance, services and expertise;

(c) undertake its activities with diligence and efficiency;

(d) if the Recipient buys goods or services from the Grant or any part thereof, give due consideration to the following principles, provided the Recipient is authorized to procure such goods or services under the terms of this Agreement:

(i) Best value for money;

(ii) Fairness, integrity and transparency;

(iii) Competition.

(e) exercise the highest standard of care when handling and administering the Grant.

3. The Recipient may not use the Grant or any part thereof for activities or purposes other than those expressly set forth in the Capacity Building Plan.

4. The Recipient shall promptly return to UNFPA any unspent balance of the Grant remaining following the expiration of this Agreement or the completion of the Grant Recipient’s activities hereunder, together with any interest accrued.

**Article V**

**Record Keeping**

1. The Grant Recipient shall maintain books and records in respect of funds received under this Agreement that are clear, accurate, complete and up-to-date. The Recipient’s books and records will clearly identify all funds received from UNFPA as well as disbursements made by the Recipient under this Agreement, including the amount of any unspent funds. Without limiting the foregoing, the Recipient is required to maintain original documentation including bills, invoices, receipts and any other relevant documentation, which shall be kept by the Recipient for a period of five (5) years following the expiration or prior termination of this Agreement. Such documentation further includes purchase orders, suppliers’ invoices, contracts, delivery notes, leases, payment vouchers, bank statements, airline tickets, gasoline coupons, payroll records, employment contracts, attendance lists, expenses claims, petty cash receipts, journal vouchers and any other relevant supporting documentation.

2. The Recipient shall furnish, compile and make available at all times to UNFPA any records or information, oral or written, which UNFPA may reasonably request in respect of the funds received from UNFPA. The Recipient understands that a written statement by the Recipient or its agent that money has been spent is insufficient and cannot replace the original documentation to support expenditures from the Grant.

**Article VI**

**Reporting Requirements**

Within forty-five (45) calendar days following the expiration or prior termination of this Agreement or the completion of the Grant Recipient’s activities hereunder, whichever event occurs earlier, the Recipient shall submit to UNFPA a combined narrative and financial report, using the form and format available at http://dl.dropbox.com/u/23618229/Copy%20of%20UNFPA\_Publication-46001.xlsx or as otherwise decided by UNFPA and notified in writing to the Recipient, indicating all expenditures made from the funds received from UNFPA under this Agreement and the progress made toward the results to be achieved.

**Article VII**

**Final Provisions**

This Agreement shall enter into force upon signature by both Parties, on the date of the last signature. It shall remain in force for a period of **[enter number in words and figures]** months and shall expire at the end of the last day of this period unless it is extended by the Parties in writing.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties, have signed the present Agreement in two copies.

|  |  |
| --- | --- |
| **For the United Nations Population Fund:** | **For the Grant Recipient:** |
|  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| (Signature) | (Signature) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| (Title) | (Title) |

**Annex I**

**General Terms and Conditions for Grant Agreements**

**GENERAL TERMS AND CONDITIONS FOR GRANT AGREEMENTS**

1. **LEGAL STATUS:** Grant Recipient (“Recipient”) shall be considered as having the legal status of an independent contractor *vis-à-vis* UNFPA. Recipient’s employees, personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNFPA.
2. **RECIPIENT'S RESPONSIBILITY FOR EMPLOYEES/PERSONNEL:** Recipient shall be responsible for the professional and technical competence of its employees and personnel and will select, for work under this Grant Agreement (“Agreement”), reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** Recipient shall not assign, transfer, pledge or make other disposition of this Agreement or any parts thereof, or any of Recipient’s rights, claims or obligations under this Agreement except with the prior written consent of UNFPA.
4. **SUB-CONTRACTING:** In the event the Recipient requires the services of subcontractors to perform its obligations under this Agreement, the Recipient shall obtain the prior written approval of UNFPA. UNFPA shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UNFPA reasonably considers is not qualified to perform obligations under this Agreement. Any such rejection or request for removal shall not, in and of itself, entitle the Recipient to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under this Agreement, and the Recipient shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement. The Recipient shall ensure that any subcontract it has entered into under this Agreement includes suitable provisions permitting UNFPA and its agents to conduct assurance activities in respect of the subcontractor subject to terms and conditions substantially in accordance with those included in Article 14.0 hereof.
5. **OFFICIALS NOT TO BENEFIT:** Recipient warrants that no official of UNFPA has received or will be offered by Recipient any direct or indirect benefit arising from this Agreement or the award thereof. Recipient agrees that breach of this provision is a breach of an essential term of this Agreement.
6. **INDEMNIFICATION:** Recipient shall indemnify, hold and save harmless, and defend, at its own expense, UNFPA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of Recipient, or Recipient's employees, officers, agents or sub-contractors, in the performance of this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by Recipient, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
7. **ENCUMBRANCES/LIENS**: Recipient shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office against any monies due or to become due for any work done, services rendered or materials, supplies or equipment furnished under this Agreement, or by reason of any other claim or demand against Recipient.
8. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

**8.1** Except as is otherwise expressly provided in writing in this Agreement, UNFPA shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which Recipient has developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement, and Recipient acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNFPA.

**8.2** At the request of UNFPA, Recipient shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNFPA in compliance with the requirements of applicable law.

**8.3** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by Recipient under this Agreement shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Agreement.

1. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS AND UNFPA:** Each of the Parties is permitted to use the other’s name, logo, and emblem in connection with this Agreement, unless permission is withdrawn in any particular case in writing by any of the Parties.
2. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**10.1** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, Recipient shall give notice and full particulars in writing to UNFPA, of such occurrence or change if Recipient is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. Recipient shall also notify UNFPA of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UNFPA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to Recipient of a reasonable extension of time in which to perform its obligations under this Agreement.

**10.2** If Recipient is rendered permanently unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement, UNFPA shall have the right to suspend or terminate Agreement on the same terms and conditions as are provided for in Article 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**10.3** *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**10.4** Recipient acknowledges and agrees that, with respect to any obligations under this Agreement that Recipient must perform in or for any areas in which UNFPA is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure*.

1. **TERMINATION**

**11.1** Either Party may terminate this Agreement by giving thirty (30) calendar days’ written notice to the other Party in each of the following situations:

a. if it concludes that the other Party has breached its obligations under the Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days’ written notice to do so with effect from a date specified in such notice; and

b. if it concludes that the other Party cannot meet its obligations under the Agreement.

**11.2** UNFPA may suspend or terminate the Agreement forthwith in each of the following situations:

a. if Recipient’s activities as required under the Agreement have not commenced within a reasonable time;

b. if it decides that Recipient or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practice (as such terms are defined in Article 14.3 hereof) in connection with this Agreement;

c. should UNFPA’s funding be curtailed or terminated; or

d. should Recipient be adjudged bankrupt, or be liquidated or become insolvent, or should Recipient make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Recipient, in which case Recipient shall immediately inform UNFPA of the occurrence of any of the above events.

**11.3** UNFPA may suspend or terminate the Agreement at any time giving sixty (60) calendar days’ written notice to the Recipient.

**11.4** The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its activities in an orderly manner so that continued expenses are kept to a minimum.

**11.5** Immediately upon sending or receiving a notice of suspension or termination Recipient will not make any forward commitments, financial or otherwise, in connection with this Agreement.

**11.6** On termination of this Agreement, Recipient will transfer either to UNFPA or in accordance with UNFPA’s instructions the unexpended balance of the Grant held by Recipient and the unused supplies and equipment provided by UNFPA under the Agreement.

**11.7** If UNFPA exercises its right to terminate the Agreement, UNFPA will have the right to require Recipient to repay to UNFPA such amount of money, up to the total amount paid to Recipient by UNFPA prior to the date of the notice of termination, as UNFPA shall determine. It is understood that expenditures by Recipient in compliance with this Agreement prior to the date of the notice of termination will not be required to be repaid. The payment owing by Recipient will be made promptly upon receipt of UNFPA’s notice to pay.

**11.8** If UNFPA exercises its right to terminate this Agreement and decides that the activities under this Agreement should be performed by another organization, Recipient will promptly provide full cooperation to UNFPA and the other organization in the orderly transfer to the other organization of all unused supplies and equipment provided to Recipient by UNFPA and the provisions of paragraph 11.6 above will apply.

1. **DISPUTE RESOLUTION:**

**12.1** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

**12.2** Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under the preceding paragraph, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 34 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the United States Federal Reserve Bank of New York’s Secured Overnight Financing Rate (“SOFR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

1. **EVALUATION:** The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNFPA Evaluation Policy as from time to time approved or amended by the UNFPA Executive Board.
2. **ASSURANCE ACTIVITIES:**

**14.1** Audit:

a. The Grant, any part thereof, and the Grant Recipient’s activities under this Agreement shall be subject to audit by auditors, whether internal or external, of UNFPA or by authorized and qualified auditors retained by UNFPA, at such times as determined solely by UNFPA, during the term of this Agreement and for a period of five (5) years following the expiration or prior termination of the Agreement.

b. Recipient shall provide its full and timely cooperation with any audits. Such cooperation shall include, but shall not be limited to, Recipient’s obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant the auditors access to Recipient’s premises at reasonable times and on reasonable conditions in connection with such access to Recipient’s personnel and relevant documentation and records. Recipient shall require its agents, including, but not limited to, Recipient’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any audits carried out hereunder.

c. Recipient consents to the disclosure by UNFPA of the audit report to any third party that provided financing or co-financing to UNFPA towards the implementation of the relevant parts of the Programme, upon that third party’s written request to UNFPA for such disclosure.

**14.2** Spot checks:

Recipient agrees that, from time to time, UNFPA may conduct on site reviews (“spot checks”), subject to such standards, scope, frequency and timing as decided by UNFPA. Recipient shall provide its full and timely cooperation with any such spot checks, which shall include Recipient’s obligation to make available its personnel and any relevant documentation and records for such purposes at reasonable times and on reasonable conditions and to grant to UNFPA access to Recipient’s premises at reasonable times and on reasonable conditions. Recipient shall require its agents, including, but not limited to, Recipient’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any spot checks carried out by UNFPA hereunder. It is understood that UNFPA may, at its sole discretion, contract for the services of an individual or corporate person to conduct spot checks, or UNFPA may conduct spot checks with its own staff, employees and agents.

**14.3** Investigation:

a. Recipient agrees that UNFPA may conduct investigations, at such times as determined solely by UNFPA, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the Recipient relating to performance of this Agreement. The right of UNFPA to conduct investigations shall not lapse upon expiration or prior termination of this Agreement. Recipient shall provide its full and timely cooperation with any such investigations. Such cooperation shall include, but shall not be limited to, Recipient’s obligation to make available its personnel and any relevant documentation and records at reasonable times and on reasonable conditions and to grant to UNFPA access to the Recipient’s premises at reasonable times and on reasonable conditions. Recipient shall require its agents, including, but not limited to, Recipient’s attorneys, accountants or other advisers, and its subcontractors to reasonably cooperate with any investigations carried out by UNFPA hereunder. It is understood that UNFPA may, at its sole discretion, contract for investigation services of an individual or corporate person, or UNFPA may conduct investigations with its own staff, employees and agents.

b. Recipient shall not engage in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practices and agrees to bring allegations of such practices arising in relation to UNFPA or this Agreement, of which Recipient has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services, UNFPA. For purposes of this Agreement, the following definitions shall apply: (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official; (ii) “fraudulent practice” means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation; (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (iv) “coercive practice” means 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; (v) “obstructive practice” means acts intended to materially impede the exercise of UNFPA’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNFPA investigation into allegations of fraud and corruption; (vi) “unethical practice” means conduct or behaviour that is contrary to staff or supplier codes of conduct, such as those relating to conflict of interest, gifts and hospitality, post-employment provisions, abuse of authority and harassment.

1. **REFUNDS/OFFSETS:** UNFPA shall be entitled to a refund from Recipient or to make an offset against any amounts payable to Recipient: for any amounts paid by UNFPA, lost by Recipient or used by Recipient other than in accordance with the terms and conditions of this Agreement, including any amounts shown by audits, spot checks or investigations to have been so paid, lost or used; for any amounts paid by UNFPA or used by Recipient as a result of Recipient or any of its employees or personnel having engaged in any corrupt, fraudulent, collusive, coercive, obstructive or unethical practice (as such terms are defined in Article 14.3 b.); for any unspent amounts; for any amounts transferred by UNFPA to Recipient but not included or properly reflected in any financial report or supported by appropriate documentation and records; or for any amounts otherwise subject to a refund in accordance with the terms of this Agreement.
2. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNFPA.
3. **OBSERVANCE OF THE LAW:** Recipient shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement.
4. **SEXUAL EXPLOITATION:**

**18.1** Recipient shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by Recipient to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, Recipient shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

**18.2** UNFPA shall not apply the foregoing standard relating to age in any case in which Recipient’s personnel or any other person who may be engaged by Recipient to perform any services under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Recipient’s personnel or such other person who may be engaged by the Recipient to perform any services under the Agreement.

1. **CHILD LABOR:** Recipient represents and warrants that neither it, its parent entities (if any), nor any of Recipient’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.
2. **AUTHORITY TO MODIFY:** No modification or change in this Agreement shall be valid and enforceable against UNFPA unless provided by a written amendment to this Agreement signed by a duly authorized officer of UNFPA and an authorized officer of Recipient.
3. **TERRORISM/UN SECURITY COUNCIL:** Recipient agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment under its control, including but not limited to any part of the Grant,: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred to any individual or entity on the Consolidated United Nations Security Council Sanctions List, available at https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list (or such other URL as the United Nations may from time to time decide); or (c) are not used for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a resolution or decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
4. **PERSONAL DATA:** The Recipient acknowledges and agrees that UNFPA may process, collect, use, store, transfer and publish (“process”) Recipient’s information and data relating to, or in connection with, the implementation of the Agreement (the “Information”) . UNFPA will not process the Information in a form that could identify an individual (“Personal Data”) except to the extent necessary to implement the Agreement. UNFPA will process Personal Data in accordance with the UN Personal Data Protection and Privacy Principles adopted by the United Nations on 11 October 2018, available at <https://archives.un.org/sites/archives.un.org/files/_un-principles-on-personal-data-protection-privacy-hlcm-2018.pdf> (or such other URL as the United Nations may from time to time decide), the UNFPA Policy and Procedures on Personal Data Protection (the “UNFPA DP Policy”) as from time to time updated or modified by UNFPA, available at <https://www.unfpa.org/admin-resource/unfpa-policy-and-procedures-personal-data-protection> (or such other URL as UNFPA may from time to time decide) and any guidance notes, guidelines, procedures, directives or other documentation issued by UNFPA pursuant to or in connection with the UNFPA DP Policy. The Recipient will comply with the applicable data protection laws to which the Recipient is subject in the processing of Personal Data and will ensure an adequate level of Personal Data protection essentially equivalent to the standard reflected in the UNFPA DP Policy.

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**Annex II**

**Capacity Building Plan**

**Capacity Building Plan**

1. **Grant Purpose**

The purpose of the Grant is to strengthen the capacity of *[insert CBO/CSO name]* in *[enter the description]* by contributing to the achievement of the following result(s) of the *[select:* *country, regional, global]* programme:

*[enter programme output(s), indicator(s), baseline(s) and target(s)]*

**2. Grant Results, Activities and Budget**

|  |  |  |
| --- | --- | --- |
| Result: *[describe what the Grantee will be able to do as a result of the funding]*  Baseline:  Target: | Time Frame | Total Authorized Budget |
| Activities (describe activities to achieve result) |  |  |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| **TOTAL BUDGET** | | **US$** |