ANNEX A
GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS, Version 1.2

1. Liability and General Obligations of Grantee

1.1 The Grantee shall be responsible for complying with any legal obligations incumbent on them.

1.2 The Grantee shall carry out all Activities for which it is responsible under this Agreement with due diligence and efficiency.

1.3 UNOPS shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activities’ execution.

1.4 The Grantees shall make good any damage sustained by UNOPS as a result of the execution or faulty execution of the Activities.

1.5 Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that UNOPS shall not interfere in the exercise of such control. However, both the quality of the Grantee’s work and the progress being made toward successfully achieving the goals of such Activities shall be subject to review by UNOPS. If at any time UNOPS is not satisfied with the quality of work or the progress being made toward achieving such goals, UNOPS may in its discretion (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Grantee; and/or (iii) seek any other remedy as may be necessary. UNOPS’ determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Grantee insofar as further payments by UNOPS are concerned.

1.6 UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the Grantee.

1.7 The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

2. Role of the Grantee

2.1 The Grantee shall:

(a) Have full responsibility for ensuring that the Activities are implemented in accordance with the Agreement;

(b) Be responsible, in the event of financial review, audit or evaluation for providing the necessary accounting documents;

(c) Be responsible for providing all documents and information to UNOPS which may be required under the relevant payment requests;

(d) Make the arrangements for providing the financial status documentation and financial guarantee, when requested; and

(e) Ensure professional management of the Activities, including performance monitoring and reporting activities.
3. Payments to the Grantee

3.1 The percentage of the Contribution indicated in Clause 5.1 will be paid as bridging funds to cover any funding gaps during any of the Grantee report review periods (submission, review, clearance and disbursement for a maximum of 90 days from the end of the previous reporting period to disbursement of the next instalment) throughout the life of the Agreement. This amount will be disbursed in addition to the first disbursement against the fully costed CTHP and PMB, in accordance with the disbursement schedule in Clause 4.2. The bridging funds will be deducted from the final cash forecast requirement under this Agreement, as stipulated in the disbursement schedule in Clause 4.2.

3.2 All payments to the Grantee shall be in US dollars, and shall be deposited into the Grantee’s bank account in accordance with the UNOPS supplier profile form completed and submitted by the Grantee to UNOPS.

3.3 The amount of payment of the Contribution is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

3.4 UNOPS reserves the right to adjust upcoming instalments by the amount of the cash balance held by the Grantee at any point of reporting, if any, resulting from funds already transferred by UNOPS and funds expended by the Grantee, and to reduce the overall amount Contribution without thus incurring liability of any kind under this Agreement.

4. Reporting and Evaluation

4.1 Failure to submit the reports specified below without due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 18.1.

4.2 The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance by UNOPS of the reports referred to below and the return of any unspent funds in accordance with this Agreement.

Narrative reports

4.3 The Grantee shall submit the following narrative reports during the life of this Agreement in the formats provided in Annex F, and in line with the payment schedule in Clause 4.2:

(a) For the period covering the start date of the Agreement to 31 December of the relevant year, the Grantee shall submit a narrative report by 15 February of the following year;

(b) For the period covering 1 January to 30 June of each year of the Agreement, the Grantee shall submit a narrative report by 15 August of the relevant year;

(c) For the period covering 1 July to 31 December of each year of the Agreement, the Grantee shall submit a narrative report by 15 February of the following year; and

4.4 The Grantee shall submit a final narrative report covering the entire duration of the Agreement in the format provided in Annex F and in line with the payment schedule in Clause 4.2, as provided below:

(a) If the end date of the Agreement is between 1 January and 30 June of the relevant year, the final narrative report shall be due by 15 August of the year in which the Agreement expires; or

(b) If the end date of the Agreement is between 1 July and 31 December of the relevant year, the final narrative report shall be due by 15 February of the year following the expiry of the Agreement.
Financial reports

4.5 The Grantee shall transmit to UNOPS financial reports of receipts and disbursements on the progress of utilisation of the Contribution. The reporting of expenditures shall also include the administrative costs as an indirect cost of the Activities. Such reports must be received as per the schedule below in the formats provided in Annex F.

4.6 If the Grantee is an international non-governmental organisation, the following reporting schedule shall apply. All of the following reports shall be certified with respect to expenditures incurred in the applicable reporting period:

(a) For the period covering the start date of the Agreement to 31 December of the relevant year, the Grantee shall submit a financial report by 15 February of the following year;

(b) For the period covering 1 January to 30 June of each year of the Agreement, the Grantee shall submit a financial report by 15 August of the relevant year; and

(c) For the period covering 1 July to 31 December of each year of the Agreement, the Grantee shall submit a financial report by 15 February of the following year.

4.7 If the Grantee is a local civil society organisation, the following reporting schedule shall apply. All of the following reports shall be certified with respect to expenditures incurred in the applicable reporting period:

(a) For the period covering the start date of the Agreement to 31 December of the relevant year, the Grantee shall submit a financial report by 15 February of the following year;

(b) For the period covering 1 January to 31 March of each year of the Agreement, the Grantee shall submit a financial report by 15 May of the relevant year;

(c) For the period covering 1 April to 30 June of each year of the Agreement, the Grantee shall submit a financial report by 15 August of the relevant year;

(d) For the period covering 1 July to 30 September of each year of the Agreement, the Grantee shall submit a financial report by 15 November of the relevant year; and

(e) For the period covering 1 October to 31 December of each year of the Agreement, the Grantee shall submit a financial report by 15 February of the following year.

4.8 The Grantee shall submit a final certified financial report for expenditures incurred throughout the entire duration of the Agreement in the format provided in Annex F and in line with the payment schedule in Clause 4.2, as provided below:

(a) If the end date of the Agreement is between 1 January and 30 June of the relevant year, the final financial report shall be due by 15 August of the year in which the Agreement expires; or

(b) If the end date of the Agreement is between 1 July and 31 December of the relevant year, the final financial report shall be due by 15 February of the year following the expiry of the Agreement.

4.9 If a Grantee fails to submit a certified financial statement by the dates specified in Article 4.6 or 4.7, as applicable, UNOPS shall appoint an independent auditor to audit the financial statements. UNOPS may suspend disbursement of the Contribution until such time the audit report has been received, terminate the Agreement and/or issue recovery orders.
5. Intellectual Property Rights

5.1 All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of these Activities, shall become the sole property of the Funding Source, unless otherwise stipulated in the Project Agreement.

5.2 The Grantee shall hold harmless and fully indemnify UNOPS from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee’s performance.

5.3 UNOPS/the 3MDG Fund shall have the sole right to publish all intellectual property as defined in Article 5.1 above in whole or in part and to adapt and use them as may seem desirable to UNOPS/the 3MDG Fund, and to authorise all translations and extensive quotations therefrom.

5.4 The Grantee shall take all reasonable measures to ensure that its agents, employees, subcontractors and independent contractors comply with the provisions of this Article.

6. Confidentiality

6.1 UNOPS and the Grantee undertake to preserve the confidentiality of any document, information or other material directly related to the Activities that is deemed or classified as confidential, where disclosure could cause prejudice to the other party.

6.2 The Parties agree to adhere to the principles of medical confidentiality in relation to beneficiaries of the Activities.

6.3 The Parties agree that neither UNOPS nor the Grantee shall disclose the identity of participants of research funded by the Contribution to third parties without the prior written consent of the beneficiary.

6.4 The Grantee agrees to treat the results of research and evaluation as confidential.

6.5 The Grantee shall take all reasonable measures to ensure that its agents, employees, subcontractors and independent contractors comply with the provisions of this Article.

6.6 The obligations with regards to medical confidentiality in this Article do not lapse upon termination of this Agreement.

7. Allowable Costs

7.1 The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by UNOPS to be reasonable, allocable, and allowable in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and allowable costs apply:

(a) Reasonable: shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.

(b) Allocable costs: shall mean those costs which are incurred specifically in connection to the Agreement, and are provided in the estimated budget at Annex C.

(c) Allowable costs: shall mean those costs which conform to any limitations in the Agreement.
7.2 The eligible costs must be incurred during the period of the Activities, specified in Clause 3 of the Agreement and recorded in the Grantee’s accounts in accordance with accepted accounting procedures.

7.3 Prior to incurring a questionable or unique cost, the Grantee shall obtain UNOPS’ written determination on whether the cost will be allowable.

7.4 Prior to incurring any cost against contingency budget lines, the Grantee shall obtain UNOPS’ written approval, regardless of the amount to be expended.

7.5 It is UNOPS policy that no funds shall be paid as profit or fee to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to contractual relationships entered into by the Grantee under this Agreement.

7.6 Under this Agreement, the Grantee can claim up to 6% indirect costs based on the total direct costs disbursed by the Grantee.

7.7 The following shall not be considered allowable costs:

(a) Exchange rate losses; and

(b) Disbursements to government agencies’ bank accounts.

7.8 All funds which remain unutilized after completion of Activities funded by the Contribution shall be returned by the Grantee to UNOPS.

8. Accounting, Audit and Records

8.1 The Grantee undertakes to provide any detailed information requested by UNOPS to verify that the Activities and the provisions of the Agreement are being properly implemented.

8.2 The Grantee shall maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles [or applicable national legislation] to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation will as a minimum be adequate to verify all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Grantee’s records and sub-Grantee records which pertain to this Agreement shall be retained for a period of seven years from the date of submission of the final financial report and may be audited by UNOPS and/or its representatives.

8.3 The Grantee shall furnish, compile and make available at all times to UNOPS any records or information, oral or written, which UNOPS may reasonably request in respect of the funds received by the Grantee.

8.4 UNOPS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organisations expending UNOPS funds.

8.5 The Grantee shall allow UNOPS staff and outside personnel (including third party entities engaged by UNOPS) the appropriate right of access to sites and premises of the Activities, and to all records and information in order to conduct a financial review, capacity assessment or audit.

8.6 Articles 8.1 to 8.5 in their entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate Article 8.2 of this provision.
8.7 Income and expenditure recorded in respect of the Contribution shall be identified and kept separately by the Grantee.

8.8 The Grantee shall maintain clear, accurate and complete records in respect of the funds received under this Agreement. The Grantee’s books and records shall be maintained in such a manner that the receipts and expenditures relating to the Contribution will be shown separately on such books and records in an easily accessible and transparent form. In addition, the Grantee shall maintain a comprehensive file in respect of the Contribution, including but not limited to:

(a) the initial proposal submitted by the Grantee, and any documentation relating to the process leading up to an amended and final proposal;

(b) the final proposal and final budget;

(c) a copy of this Agreement, signed by both Parties;

(d) any amendments to the Agreement;

(e) a copy of all technical reports submitted to the Fund Director;

(f) a copy of all interim (first semester of any grant year) financial reports on the use of the Contribution;

(g) a copy of all certified annual financial reports on the use of the Contribution;

(h) any correspondence with UNOPS, etc.; and

(i) final reports to be submitted in accordance with Section 6.1 above.

8.9 UNOPS will appoint auditors to ensure that the financial control systems of the Grantee are sound and that the accounting returns are true records. Audits of each Grantee will be conducted every calendar year throughout the period of this Agreement and upon the expiration or early termination of the Agreement, as well as whenever it is considered necessary by UNOPS.

8.10 The terms of reference for audit reports will be drawn by UNOPS and provided to the Grantee in advance of the audit. The terms of reference will specify aspects of the accounting and internal control systems to be reviewed such as financial controls, currency exchange, procurement and inventory management, among others.

8.11 Costs relating to external audits undertaken by UNOPS will be borne by UNOPS.

8.12 The audit report will be submitted to UNOPS and the Grantee with a management letter from the qualified auditors, addressing adequacies of the accounting and internal control systems.

8.13 Adverse, disclaimer opinions, and/or two (2) consecutive qualified audit reports from auditors will result in suspension of any further disbursement to the Grantee by UNOPS until the Grantee satisfactorily demonstrates that audit observations identified have been resolved.

9. Bank accounts, Payment Advances and Refunds

9.1 The Grantee shall maintain advances of UNOPS funds in dedicated and separate ledgers where the Contribution, income and expenditure relating to this grant are identifiable and auditable. Accounts into which the Contribution is received must be interest bearing, unless:
(a) The Grantee receives less than $100,000 in UNOPS awards per year;

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on UNOPS cash balances;

(c) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest bearing account; or

(d) Regulations of the Government of Myanmar prevent the Grantee from maintaining the Contribution in an interest bearing account.

9.2 Interest earned on advances will be remitted to UNOPS. However, the Grantee may retain up to $250 of interest earnings per account per year, for administrative expenses.

9.3 At the time the Agreement expires or is terminated, the following types of funds shall immediately revert to UNOPS:

(a) Any balance of funds that has not been disbursed to the Grantee; or

(b) UNOPS has advanced funds to the Grantee, but the Grantee has not expended them.

9.4 Notwithstanding Article 9.3 above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to UNOPS.

9.5 UNOPS reserves the right to require refund by the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Agreement. In the event that a final audit has not been performed prior to the closeout of this Agreement, UNOPS retains the right to a refund until all claims which may result from the final audit have been resolved between UNOPS and the Grantee.

9.6 The Grantee acknowledges that UNOPS and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to UNOPS or if this Agreement is rescinded, the Grantee acknowledges that UNOPS will have no further obligation to the Grantee as a result of such return or rescission.

9.7 Income (including interest in line with the General Conditions) earned from implementation of Activities shall be returned to UNOPS or used for purposes as set forth in the approved project work plan, and accounted for in financial reports.

10. Revision of Agreement Budget

10.1 The approved Agreement budget is the financial expression of the Grantee’s programme as approved during the award of the Agreement process.

10.2 The Grantee is required to report, in writing, deviations from budget and programme plans, and request prior approvals from UNOPS for any of the following reasons:

(a) Additional funding is needed;

(b) Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa; or

(c) The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.
10.3 The Grantee may vary the budgeted cost of any single input in the budget funded by the 3MDG Fund, provided that

(a) the variation is, cumulatively:

   i. not more than ten per cent (10%) of any of the 15 PMB and the 16 CTHP budget headings as listed in Annex C; or

   ii. more than ten per cent (10%) of any of the 15 PMB and the 16 CTHP budget headings as listed in Annex C, provided that the variation is less than or equal to US$ 5,000;

(b) the variation is not from CTHP to PMB and/or vice versa;

(c) the variations are within the scope of the budget and work plan, not new or unplanned activities; and

(d) the total Contribution amount approved by UNOPS is not exceeded.

10.4 Any variation that does not meet the criteria in Article 10.3(a)(i) above, or which involves new, previously unbudgeted activities, new HR positions and/or the procurement of new assets outside of those defined in Annex C, requires written submission of a detailed justification and an appropriately revised budget and consent of UNOPS prior to incurring such costs.

10.5 UNOPS is under no obligation to reimburse the Grantee for costs incurred in excess of the total grant amount specified in this Agreement. An increase to the total grant amount shall require an amendment to the Agreement in writing.

11. Procurement of Goods and Services

11.1 Where implementation of the Activities requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by UNOPS funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee’s immediate family, the employee's partner, or an organisation which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

11.2 The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organisational conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee’s interest to do so.
11.3 Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

11.4 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

12. **Sub-Grant Agreements**

12.1 Sub-grant agreements shall be made only with responsible Grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, record of past performance, financial and technical resources, or accessibility to other necessary resources.

12.2 All sub-grant agreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement. Whenever a provision within this Agreement is required to be inserted in a sub-agreement, the Grantee shall insert a statement in the sub-agreement that in all instances where UNOPS is mentioned, the Grantee's name will be substituted.

12.3 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the sub-grantees.

12.4 Without limitation to Article 8.10, the terms of reference for audits shall also cover expenditures incurred by sub-grantees for which the Grantee is accountable.

13. **Third Party Claims**

The Grantee shall be solely liable for claims by third parties arising from the Grantee’s acts or omissions in the course of performing this Agreement and under no circumstances shall UNOPS be held liable for such claims by third parties. The Grantee shall indemnify, defend, save and hold UNOPS harmless in respect of such claims. This indemnity shall survive the termination or expiration of the Agreement.

14. **Non-expendable equipment**

14.1 Title to all non-expendable equipment purchased with project funds supplied by UNOPS shall be the property of the Funding Source.

14.2 The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with project funds supplied by UNOPS. The Grantee will submit an inventory of such equipment to UNOPS, indicating description, serial no., date of purchase, original cost, present condition and the location of each item on an annual basis in accordance with the payment schedule in Clause 4.2. Equipment purchased by the Grantee with funds supplied by UNOPS shall be used solely for the purposes indicated in Annex B throughout the duration of this Agreement.

14.3 Within 90 calendar days after the end of the Agreement, the Grantee will provide a list, for UNOPS’ review and approval, of each item that has an acquisition value of USD 500 or more, with a corresponding detailed proposal relating to the future status of that item, namely whether it is intended for sale, transfer or donation, Where the Grantee sells the property, or item, it will transfer the proceeds of the sale to UNOPS within 30 calendar days.
14.4 The Grantee shall maintain records of the maintenance schedule (if applicable) of non-expendable items.

14.5 No non-expendable equipment shall be transferred to the government upon the expiration or termination of this Agreement, unless otherwise explicitly approved by UNOPS.

15. Anti-corruption

15.1 The Grantee warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or other agent of UNOPS or any organisation of the UN system.

15.2 The Parties declare their commitment to counteract corrupt practices in the execution of this Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as a corrupt practice.

15.3 In the event that the Grantee is made aware of any potentially corrupt or fraudulent practices being undertaken by anyone involved in the implementation of the Activity, the Grantee shall immediately notify UNOPS.

16. Anti-terrorism

16.1 The Grantee agrees to undertake all reasonable efforts to ensure that none of the UNOPS funds received pursuant to this Agreement are used to provide support to individuals or entities associated with terrorism and that the Grantees of any amounts provided by UNOPS hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

17. Suspension

17.1 Whenever UNOPS considers that the Grantee is not performing to a satisfactory standard, UNOPS may suspend, in whole or in part, the Activities under the Agreement in order to renegotiate and/or propose necessary amendments to the Agreement to redress the situation. When UNOPS suspends the Activities, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Activities.

17.2 The suspension will take effect on the date the Grantee receives the notification.

17.3 Upon receipt of a suspension notice, the Grantee shall not incur any costs relating to the Activities, or part of the Activities, which has been suspended.

17.4 The Activities, in whole or in part, which has been suspended, can be resumed once UNOPS and the Grantee have agreed on the terms of the continuation (including any extension of duration of the Activities). Any such agreement shall be in the form of a written amendment to the Agreement, pursuant to Article 20 of the General Conditions.

17.5 Any portion of this Agreement not suspended shall remain in full effect.

18. Termination

18.1 UNOPS may terminate this Agreement at any time, in whole or in part, upon 14 calendar days’ written notice to the Grantee, whenever it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, or where sufficient funds
have not been made available to UNOPS by its funding sources. In addition, the Grantee may terminate this Agreement at any time, in whole or in part, upon 30 calendar days' written notice to UNOPS.

18.2 This Agreement may be terminated at any time, in whole or in part, by UNOPS with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from UNOPS to the Grantee.

18.3 UNOPS may terminate this Agreement or portion of this Agreement with immediate effect upon written notice to the Grantee if it determines that corrupt, fraudulent or misrepresentative practices were engaged in by representatives of the Grantee during award or during the execution of this Agreement without the Grantee having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.

18.4 Upon receipt or submission of, and in accordance with, a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Grantee shall not incur costs after the effective date of termination.

18.5 The Grantee shall within 30 calendar days after the effective date of such termination repay to UNOPS all unexpended UNOPS funds which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by UNOPS to the Grantee prior to the effective date of the termination of this Agreement be insufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to UNOPS within 90 calendar days after the effective date of such termination a written request for payment covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Grantee under such claim in accordance with this Agreement. This provision must be included in all sub-agreements.

18.6 Any portion of this Agreement not terminated shall remain in full effect.

19. Force Majeure

19.1 For the purpose of the present Agreement, force majeure shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of either Party (hereinafter referred to as "Force Majeure").

19.2 Where a Party is rendered unable, wholly or in part, to perform its obligations under this Agreement due to Force Majeure, it must give notice and full particulars in writing to the unaffected Party as soon as possible but no later than seven (7) days after the affected Party becomes aware of the Force Majeure.

19.3 Subject to acceptance by the unaffected Party of the existence of such a Force Majeure, the carrying out of the Activities, or part of the Activities, may be suspended by the affected Party or, where the circumstances of the Force Majeure event otherwise frustrate the purpose of this Agreement, either in time or purpose, then either Party may terminate this Agreement by giving fourteen (14) days written notice to the other Party.

19.4 Nothing in this Article 19 affects the operation of Article 18.4, Article 18.5 and Article 18.6.

20. Amendment

No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this
Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

21. Dispute Resolution

Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

22. Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations and/or UNOPS