Annex B Call For Proposals (CFP) Template for Implementing Partners (For Civil Society Organizations- CSOs)

Section 1

CFP No. UN WOMEN BANGLADESH/CXB/ 2022 /002

1. **CFP Letter for Implementing Partners**

UN Women plans to engage two **Responsible Parties** as defined in accordance with these documents. UN Women now invites sealed proposals from qualified proponents to provide the requirements as defined in the UN Women Terms of Reference. National women-led organizations are invited to submit individual proposals per one Outcome only (either to work in Rohingya camps or in host community).

Proposals must be received by UN Women at the address specified not later than 23:59 (Bangladesh Standard Time) on 2 June, 2022. The budget range for this proposal should be BDT 15,000,000 - 17,200,000 for Outcome 1, and BDT 15,000,000-17,000,000 for Outcome 2.1

This UN Women Call For Proposals consists of <u>two</u> sections:	Documents to be completed by proponents and returned as part of their proposal (mandatory)
Section 1 (B) CFP Letter for Implementing Partners (C) Proposal Datasheet for Implementing Partners (D) UN Women Terms of Reference (E) Acceptance of the terms and conditions outlined in the template Partner Agreement (F) Annex B-1 Mandatory Requirements/Pre-Qualification	Annex B-1 Mandatory Requirements/Pre-Qualification Criteria and Contractual Aspects
Criteria and Contractual Aspects	
Section 2 (a) Instructions to Proponents, which includes the following: Annex B-2 Technical Proposal Submission Form Annex B-3 Format of Resume for Proposed Personnel Annex B-4 Capacity Assessment Minimum Documents Annex B-5 UN Women template Partner Agreement Annex B-6 UN Women Anti-Fraud Policy	Annex B-2 Technical Proposal Submission Form Annex B-3 Format of Resume for Proposed Personnel Annex B-4 Capacity Assessment Minimum Documents

Interested proponents may obtain further information by contacting this email address: BCO.procurement@unwomen.org

2. Proposal Datasheet for Implementing Partners	•	
Program/Project:	Requests for clarifications due:	
Women Peacebuilders Lead Social Cohesion: Enhancing Capacities and Collaboration of Women Civil Society Groups from host Community (This CfP is for women led organizations of Bangladesh ONLY)	Date: 25 May 2022	Time: 17:00 (Bangladesh time)
Programme Officer's name: Nadira Islam	(Via e-mail)	
Email: nadira.islam@unwomen.org	UN Women clarifications to proponents due:	
Telephone number: 01847182497	Date: 26 May 2022	Time: 17:00 (Bangladesh Time)
	Proposal due:	
Issue date: 17 May 2022	Date: 2 June 2022	<u>Time: 23:59</u> (Bangladesh Time)
Pre-proposal conference with proponents	Planned award date:	5 July 2022
Location: UN Women Sub Office, Mukktijuddha Complex, IOM compound, Motel Road, Cox's bazar Date: 26 May 2022 Time: 11:00 (Bangladesh Time)	Planned contract start-date/delivery date (on or before):	5 July 2022
Contact: nadira.islam@unwomen.org		

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¹ If the proposed budget is beyond the maximum range, the proposal will be rejected.

CFP No. UN WOMEN BANGLADESH/CXB/ 2022 /002

Call Opens: 17 May 2022 Deadline for Submissions: 2 June 2022

3. UN Women Terms of Reference

(a) Introduction

a. Background

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. Placing women's rights at the centre of all its efforts, UN Women leads and coordinates United Nations system efforts to ensure that commitments on gender equality and gender mainstreaming translate into action throughout the world. UN Women provides strong and coherent leadership in support of Member States' priorities and efforts, building effective partnerships with civil society and other relevant actors.

UN Women in Bangladesh supports the government to implement commitments to international normative standards on gender equality and women's human rights. The new UN Sustainable Development Cooperation Framework (UNSDCF) for 2022-2026 was launched in 2021 and the corresponding UN Women Bangladesh Strategic Note (2022-2026), defining UN Women's strategic engagement in Bangladesh, has also been finalized. The country strategy focuses on strengthening the national structures and mechanisms for gender mainstreaming in policies, plans and budgets; supporting efforts to prevent and eliminate violence against women; promoting women's access to decent and safe work; promoting policies and government investment in women's empowerment and resilience building in the context of climate change, humanitarian crisis as well as other threats to peace and security. UN Women works with a range of stakeholders in Bangladesh including the government, civil society and women's organisations, youth, UN agencies and donors, to promote gender equality and women's empowerment.

On 25 August 2017 the military offensive in Rakhine state, Myanmar, targeting the Rohingya escalated, and the increased violence against Rohingya people forced them to flee across the border to Bangladesh. To date, 884,041 Rohingya refugees live in camps in Cox's Bazar; an estimated 51.6% are women and girls. The refugees reported massive atrocities of extrajudicial executions, killings, rape and other forms of sexual violence, and destruction of property, which resulted in deep trauma and haunting memories. The speed and scale of the influx of refugees invoked a critical humanitarian emergency. The crisis has gone beyond the fourth year and Rohingya refugees have been showing resilience as the Government and people of Bangladesh have been generously hosting them.

In regard to the security context for women in Cox's Bazar, the hardship of Rohingya women and girls did not end when they crossed over the border from Myanmar to Bangladesh. The existence of deeply rooted harmful social norms in the Rohingya community, the congested nature of the camps, and as well the limited viable livelihood opportunities for refugees, have been resulting in high levels of gender-based violence, sexual exploitation, and abuse, along with other factors. According to the Gender Based Violence Information Management Systems reports², domestic violence and intimate partner violence are the most reported forms of GBV in the camps. Moreover, women and girls are forced to engage in survival sex, sex work, illegal drug trade, human trafficking, child and forced marriage, as well as polygamy. As well, there are high levels of sexual harassment and assault in public spaces. Women in the camps report that they are not feeling safe using the WASH facilities if they are not separated by gender and not well lit at night.

On the other hand, local Bangladeshi host communities have been on the frontline of the response from the beginning of the influx. The host communities were very active in collecting food, household items and money for refugees at the early stages of the crisis. However, there has been also a tension between the refugees and host community, which has been rising as the host community is severely overburdened as a result of the influx. With the influx, basic services that were available to host community and the older refugees were severely strained, wages for day laborers gone down, and natural resources such as forests and water have been severely depleted. Based on regular interactions through UN Women programming, Bangladeshi women from the host communities have been declaring their willingness to be more involved in the response, noting that it would also create benefits for their communities.

² <u>https://www.humanitarianresponse.info/en/operations/bangladesh/gender-based-violence-gbv</u>

UN Women in Bangladesh is supporting the Government of Bangladesh with the Rohingya humanitarian crisis response. The overall objective of the programme is to increase the participation of women peacebuilders from Rohingya community and Bangladesh and their networks, in joint advocacy, and peace building, decision making, and accountability processes, including in the refugee camp management structures. UN Women also co-chairs the Gender in Humanitarian Action Working Group (GiHA) for the Rohingya Refugee Response with UNHCR to promote gender responsive humanitarian action across humanitarian agencies in Cox's Bazar. In addition, UN Women is increasing the gender-mainstreaming capacities of humanitarian actors by working closely with all sectors, through the Gender Hub, which was established and being functional under UN Women.

a. Expected results

The planned intervention is contributing to the 2021-2022 Joint Response Plan (JRP), Strategic Objective 1: Strengthen the protection of Rohingya refugee women, men, girls and boys and Strategic Objective 3: Foster the Wellbeing of Host Communities in Ukhiya and Teknaf Upazilas. The project will contribute to UN Women Bangladesh Strategic Note (2022-2026) Outcome 5: By 2026 more women and girls are empowered by gender responsive enabling environment, to exercise their agency and decision-making with improved access to protection, education, and socio-economic opportunities. The intervention is also aligned with the Government of Bangladesh's national women, peace and security priorities as defined under The Government of Bangladesh's National Action Plan on Women, Peace and Security (NAP WPS) under the leadership of Ministry of Foreign Affairs with the support of UN Women to address the gender aspects of the Rohingya crisis through the refugee crisis response in Cox's Bazar and has the objectives for prevention, participation, and protection, relief and recovery.

UN Women is implementing "Women Peacebuilders Lead Social Cohesion: Enhancing Capacities and Collaboration of Women Civil Society Groups from Rohingya Community and Bangladesh" project with the generous support of Swiss Agency for Development and Cooperation (SDC). The project has an overall objective to increase the participation of women peacebuilders from Rohingya community and Bangladesh and their networks, in joint advocacy, and peace building, decision making, and accountability processes, including in the refugee camp management structures. One of the outputs of the project aims to ensure that women's rights and community-based organisations have enhanced capacity for humanitarian response to serve women and girls affected by the crisis both in Rohingya refugee camps and host community. This output is captured in UN Women's Bi-annual Work Plan under the output on "Rohingya and host community women and women-led organizations have enhanced advocacy and leadership capacities to promote gender equality and women's empowerment, gender-based violence prevention and response, and social cohesion", UN Women thus looking for two Responsible Parties (RP) of women-led organizations to contribute the implementation of the project Output/Bi-annual Work Plan Output.

The selected RPs are expected to develop and implement initiatives that deliver the following results. <u>UN Women will select</u> <u>one RP per outcome area.</u>

Outcome 1: Rohingya women and women-led organizations, including women's community-based organizations and women's rights organizations, have enhanced advocacy and leadership capacities to promote gender equality and women's empowerment, gender-based violence prevention and response, and social cohesion

Outcome 2: Host community women and women-led organizations, including women's community-based organizations and women's rights organizations, have enhanced advocacy and leadership capacities to promote gender equality and women's empowerment, gender-based violence prevention and response, and social cohesion

2. Description of required services/ results

The project objectives will be met through the achievement of the following outcomes and outputs.

Outcome 1: Rohingya women and women-led organizations, including women's community-based organizations and women's rights organizations, have enhanced advocacy and leadership capacities to promote gender equality and women's empowerment, gender-based violence prevention and response, and social cohesion

Output 1.1: Women's rights community-based organizations have enhanced capacity for humanitarian response to serve women and girls affected by the crisis in **Rohingya refugee camps**

Activity	Sub Activity	Scope and Indicators	Target Date
1.1.1: Provide all needed	Preparatory Phase: Orientation with local	Indicator:	5 July
support to local women's	women's CBOs, Mapping and selection of key local	Number of local	2022-
rights CBOs and grassroots		women rights	

notworks in Dahingua source	women's visite CDOs and success to not us to	organizations and	20 Carat
networks in Rohingya camps for their expanded service provision, outreach and awareness raising and overall activities to support women and adolescent girls including through psychosocial counselling, GBV services, livelihoods and self-reliance skill training, etc.	 women's rights CBOs and grassroots networks in camps, additional needs assessments 1. Mapping of key local women's rights CBOs and grassroots networks in camps. 2. Conduct need assessment with key local women's rights CBOs and grass networks in camps. 3. Provide orientation to local women's CBOs and grassroots networks. Conduct strategy workshops with select women's CBOs to agree on key project initiatives and activities to be supported and develop project plans and budgets for grants/tools provision and technical support 1. Select of 6 Rohingya community women's CBOs and grass roots networks in Camps . 2. Conduct series of strategy and capacity building workshops 3. Support CBO's and grassroots to develop project plans and budgets which will receive support to be able to implement those. Provide grants/tools and technical support for selected women's CBOs identified projects and initiatives³ 1. Provide grants/tools and technical support selected 6 Rohingya CBOs to enable their increased efficiency and for their identified projects and initiatives. 	organizations and grassroots networks receiving i) technical, ii)capacity development and iii) financial support for their expanded service provision, outreach and awareness raising and overall activities	30 Sept 2023
1.1.2: Provide capacity development for local women's rights CBOs and grassroots networks to support their effective operation, organizational development and formal registration, as well as their and technical knowledge on GBV prevention and response, and gender in humanitarian action etc, as well as training on resource mobilization and proposal development to support their access to humanitarian funding.	 Preparatory Phase: Orientation with selected key local women's rights CBO organisations, additional needs assessments, capacity needs assessment, develop capacity development plan, develop and update training modules Needs and capacity assessment of selected local women's rights CBO Developing the capacity development plan and training modules Organize a series of strategy and capacity building workshops with selected local women's rights organizations Training local women's rights CBO organisations using developed modules and based on capacity development plan Conduct series of trainings for women's rights organisations using developed modules and based on capacity development plan Mentorship and coaching local women's rights CBO organisations 		

³ In the proposals, the total grants that can be provided to the selected CBOs cannot be more than %50 of the total proposal budget.

	1. Mentorship and coaching for women rights CBO	
	organisations through regular monthly meetings in	
	job visits	

Outcome 2: Host community women's community-based networks and local women's rights organizations increasingly support crisis affected women and girls in host community and contribute to social cohesion, and social norms change and the advancement of gender equality within the host communities.

Output 2.1: Women's rights community-based organizations have enhanced capacity for humanitarian response to serve women and girls affected by the crisis in the **host community**

Activity	Sub Activity	Scope and Indicators	Target Date
1.1.1: Provide all needed support to local women's rights CBOs and grassroots networks in host community for their expanded service provision, outreach and awareness raising and overall activities to support women and adolescent girls including through psychosocial counselling, GBV services, livelihoods and self-reliance skill training, etc.	 Preparatory Phase: Orientation with local women's CBOs, Mapping and selection of key local women's rights CBOs and grassroots networks in host communities, additional needs assessments 1. Mapping of key local women's rights CBOs and grassroots networks in camps. 2. Conduct need assessment with key local women's rights CBOs and grass networks in camps. 3. Provide orientation to local women's CBOs and grassroots networks. Conduct strategy workshops with select women's CBOs to agree on key project initiatives and activities to be supported and develop project plans and budgets for grants/tools provision and technical support 1. Select of 6 host community women's CBOs and grass roots networks 2. Conduct series of strategy and capacity building workshops 3. Support CBO's and grassroots to develop project plans and budgets which will receive support to be able to implement those. Provide grants/tools and technical support for selected women's CBOs identified projects and initiatives⁴ 1. Provide grants/tools and technical support selected 6 host community CBOs to enable their increased efficiency and for their identified projects and initiatives. 	Indicator: Number of local women rights organizations and grassroots networks receiving i) technical, ii)capacity development and iii) financial support for their expanded service provision, outreach and awareness raising and overall activities	30 July 2022- 30 Sept 2023
1.1.2:Providecapacitydevelopment ⁵ forlocalwomen'srightsCBOs	Preparatory Phase: Orientation with selected key local women's rights CBO organisations, additional needs assessments, capacity needs assessment,		

⁴ In the proposals, the total grants that can be provided to the selected CBOs cannot be more than %50 of the total proposal budget.

⁵ UN Women has globally developed several documents for capacity development of civil society organisations, which can are available at <u>UN Women Training Centre eLearning Campus Resource Centre</u>

organization to support their effective operation, organizational development and formal registration, as well as their and technical knowledge on GBV prevention and response, and gender in humanitarian action etc, as well as training on resource mobilization and proposal development to support their access to humanitarian funding.	 develop capacity development plan, develop and update training modules 1. Needs and capacity assessment of selected WROs 2. Developing the capacity development plan and training modules 3. Organize a series of strategy and capacity building workshops with selected local women's rights organizations Training women's rights CBOs organisations using developed modules and based on capacity development plan 1. Conduct series of trainings for women's rights organisations using developed modules and based on capacity development plan 1. Conduct series of trainings for women's rights organisations using developed modules and based on capacity development plan 1. Mentorship and coaching for women rights CBOs organisations 1. Mentorship and coaching for women rights CBOs organisations through regular monthly meetings in job visits 		
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3. **Time Frame:** The project will commence upon signing the contact and expected to be accomplished by 31 September 2023.

4. Competencies:

- a. Technical/functional competence required
 - i. Demonstrated experience on working gender equality and women empowerment, and delivery of gender based violence services and gender responsive humanitarian action in Rohingya camps or host communities.
 - ii. Demonstrated experience on providing capacity development for local CBOs and grassroots organizations
 - iii. Strong linkages with local CBOs and grass roots organizations
 - iv. Proven credibility on working on gender equality in Cox's Bazar/Bangladesh
 - v. Being a women-led organization
 - vi. Good previous working record with UN agencies.

b. Other competencies, which while not required, can be an asset for the performance of services

i. Previous experience of providing financial support/grants to CBOs and grassroots

4. Acceptance of the terms and conditions outlined in the template Partner Agreement

- (a) Proponents must include an acceptance of the terms and conditions outlined in the template Partner Agreement or their reservation or objections thereto.
- (b) Submission of any such reservations or objections does not mean that UN Women will automatically accept them should the proponent be selected as an Implementing Partner.
- (c) UN Women will evaluate any reservation or objection during its evaluation of the proposal and may accept or reject any such reservation or objection.

Annex B-1 <u>Mandatory Requirements/Pre-Qualification Criteria and Contractual Aspects</u> [To be completed by proponents and returned with their proposal]

Call For Proposals Description of Services CFP No.

Proponents are requested to complete this form and return it as part of their submission. Proponents will receive a **pass/fail rating** on this section. To be considered, proponents must meet all the mandatory criteria described below. All questions should be answered on this form or an exact duplicate thereof. UN Women reserves the right to verify any information contained in a proponent's response or to request additional information after the proposal is received. **Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will result in disqualification.**

Mandato	ory requirements/pre-qualification criteria	Proponent's response
(a)	Are the services being requested part of the key services that the	Reference #1:
	proponent has been performing as an organization? This must be	Reference #2:
	supported by a list of at least two customer references for which similar	
	service has currently or has been provided by the proponent.	
(b)	Is the proponent duly registered or does it have the legal basis/mandate	Yes/No
	as an organization? [Please attach a copy of the official registration here].	
(c)	Has the proponent as an organization been in operation for at least five	Yes/No
	(5) years ⁶ ?	
	Does the proponent have a permanent office within the location area?	Yes/No
(e)	Can UN Women conduct a site visit at a customer location in the location	Yes/No
	or area with a similar scope of work as the one described in this CFP?	
(f)	Fraud or other wrongdoing:	Yes/No
(a)Has the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's	
	partner been the subject of a finding of fraud or any other	
	wrongdoing following an investigation conducted by UN Women, another United Nations entity or otherwise?	
	OR	
(b) Is the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's partner	
	currently under investigation for fraud or any other wrongdoing by UN	
	Women, another UN entity or otherwise?	
	Sexual exploitation and abuse:	Yes/No
a.	Has the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's partner	
	been the subject of any investigations and/or been charged for any	
	misconduct related to sexual exploitation and abuse (SEA) ⁷ ?	
	OR	
b.	Is the proponent, its employees, personnel, sub-contractor or sub-	
	contractor's sub-contractor or sub-partner or sub-partner's partner	
	currently under investigation for SEA by UN Women, another UN entity or	
(1.)	otherwise?	
(h)	Has the proponent or any of its employees or personnel been placed on	Yes/No
	any relevant sanctions list including as a minimum the Consolidated	
	United Nations Security Council Sanctions List(s), United Nations Global	
	Market Place Vendor ineligibility and any other donor sanction list that	
	may be available for use, as applicable?	

⁶ In exceptional circumstances, three (3) years of history registration may be accepted and it must be fully justified.

⁷ Secretary General's Bulletin, 9 October 2003 on "Special measures for protection from sexual exploitation and sexual abuse" (ST/SGB/2003/13), and United Nations Protocol on Allegations of Sexual Exploitation and Abuse involving Implementing Partners.

(i)	Has the proponent read and accepted the standards set out in section 3 of ST/SGB/2003/13 "Special measures for protection from sexual exploitation and sexual abuse"?	Yes/No
(j)	Does the proponent acknowledge that SEA is strictly prohibited, and that UN Women will apply a policy of "zero tolerance" in respect to SEA of anyone including the proponent's employees, agents, sub-partners and sub-contractors or any other persons engaged by the proponent to perform any services?	Yes/No
(k)	Has the proponent reviewed and taken note of UN Women Anti-Fraud Policy (Annex B-6)?	Yes/No

Please provide the following information:

1.	Is the highest executive (e.g., Director, CEO, etc.) in the proponent organization a female?	Yes/No
2.	What is the female to male ratio in the proponent's board?	

Acceptance of the terms and conditions outlined in the template Partner Agreement.

- (I) Proponents must include an acceptance of the terms and conditions outlined in the template Partner Agreement or their reservations or objections thereto.
- (m) Submission of any such reservations or objections does not mean that UN Women will automatically accept them should the proponent be selected as an Implementing Partner.
- (n) UN Women will evaluate any reservation or objection during its evaluation of the proposal and may accept or reject any such reservation or objection.

Requirements	Proponent's response
Acceptance of the terms and conditions outlined in the template Partner Agreement.	Yes/No
Indicate any reservations or objections to the terms and conditions outlined in the	
template Partner Agreement.	

Section 2

CFP No. UN WOMEN BANGLADESH/CXB/ 2022 /002

1. Instructions to Proponents

(a) Introduction

- a. UN Women invite qualified parties to submit Technical and Financial Proposals to provide services associated with the UN Women requirements for a Responsible Party.
- b. UN Women is soliciting proposals from Civil Society Organizations (CSOs). Women's organizations or entities are highly encouraged to apply.
- c. A description of the services required is described in CFP Section 1 c) "UN Women Terms of Reference".
- d. UN Women may, at its discretion, cancel the services in part or in whole.
- e. Proponents may withdraw the proposal after submission, provided that written notice of withdrawal is received by UN Women prior to the deadline prescribed for the submission of proposals. No proposal may be modified subsequent to the deadline for the submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity.
- f. All proposals shall remain valid and open for acceptance for a period of 90 calendar days after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, UN Women may solicit the proponent's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- g. Effective with the release of this CFP, <u>all</u> communications must be directed only to UN Women, by email at <u>BCO.procurement@unwomen.org</u>. Proponents must not communicate with any other personnel of UN Women regarding this CFP.

(b) Cost of Proposal

2.1 The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the proponent, regardless of the conduct or outcome of the CFP process. Proposals must offer the services for the total requirement. Proposals offering only part of the services will be rejected.

(c) Eligibility

3.1 Proponents must meet all mandatory requirements/pre-qualification criteria as set out in **Annex B-1**. See point 4 below for further explanation. Proponents will receive a pass/fail rating on this section. UN Women reserves the right to verify any information contained in proponent's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will result in disqualification.

(d) Mandatory/Pre-Qualification Criteria

- 4.1 The evaluation of technical and financial proposals by UN Women is conducted in two phases (see section 11 below) and the mandatory requirements/pre-qualification criteria have been designed to ensure that, to the degree possible in the initial stages of the CFP selection process, only those proponents with sufficient experience, financial strength and stability, demonstrable technical knowledge, evident capacity to satisfy UN Women requirements and superior customer references for supplying the services envisioned in this CFP will qualify for further consideration. UN Women reserves the right to verify any information contained in proponent's response or to request additional information after the proposal is received. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will result in disqualification.
- 4.2 Proponents will receive a pass/fail rating in the mandatory requirements/pre-qualification criteria section. In order to be considered for Phase I, proponents must meet all the mandatory requirements/pre-qualification criteria described in this CFP.

(e) Clarification of CFP Documents

- 5.1 A prospective proponent requiring any clarification of the CFP documents may notify UN Women in writing at UN Women email address indicated in the CFP by the specified date and time. UN Women will respond in writing to any request for clarification of the CFP documents that it receives by the due date for requests for clarification as outlined in **Section 1b of this annex (on page 1)**.
- 5.2 Written copies of UN Women's responses to such inquiries (including an explanation of the query but without identifying the source of inquiry) will be posted using the same method as the original posting of this (CFP) document.
- 5.3 If the CFP has been advertised publicly, the results of any clarification exercise (including an explanation of the query but without identifying the source of inquiry) will be posted on the advertised source.

6. Amendments to CFP Documents

- 6.1 At any time prior to the deadline for submission of proposals, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective proponent, modify the CFP documents by amendment. All prospective proponents that have received the CFP documents will be notified in writing of all amendments to the CFP documents. For open competitions, all amendments will also be posted on the advertised source.
- 6.2 In order to afford prospective proponents reasonable time in which to take the amendment into account in preparing their proposals, UN Women may, at its discretion, extend the deadline for the submission of proposal.

1. Language of Proposals

- a. The proposal prepared by the proponent and all correspondence and documents relating to the proposal exchanged between the proponent and UN Women, shall be written in English.
- b. Supporting documents and printed literature furnished by the proponent may be in another language provided they are accompanied by an appropriate translation of all relevant passages in English. In any such case, for interpretation of the proposal, the English translation shall prevail. The sole responsibility for translation and the accuracy thereof shall rest with the proponent.

8. Submission of Proposals

- 8.1 Technical and financial proposals should be submitted as part of the template for proposal submission (Annex B2) in one email with the CFP reference and the clear description of the proposal by the date and time stipulated in this document. If the emails and email attachments are not marked as instructed, UN Women will assume no responsibility for the misplacement or premature opening of the proposals submitted. The email text body should indicate the name and address of the proponent. All proposals should be sent by email to the following secure email address: BCO.procurement@unwomen.org.
- 8.2 Proposals should be received by the date, time and means of submission stipulated in this CFP. Proponents are responsible for ensuring that UN Women receives their proposal by the due date and time. Proposals received by UN Women after the due date and time will be rejected.
- 8.3 When receiving proposals by email (as is required for the CFP), the receipt time stamp shall be the date and time when the submission has been received in the dedicated UN Women inbox. UN Women shall not be responsible for any delays caused by network problems, etc. It is the sole responsibility of proponents to ensure that their proposal is received by UN Women in the dedicated inbox on or before the prescribed CFP deadline.
- 8.4 **Late proposals:** Any proposals received by UN Women after the deadline for submission of proposals prescribed in this document, will be rejected.

9. Clarification of Proposals

9.1 To assist in the examination, evaluation and comparison of proposals, UN Women may, at its discretion, ask the proponent for a clarification of its proposal. The request for clarification and the response shall be in writing and no change in the price or substance of the proposal shall be sought, offered or permitted. UN Women will review minor informalities, errors, clerical mistakes, apparent errors in price and missing documents.

a. Proposal Currencies

- 10.1 All prices shall be quoted in (local currency) BDT.
- 10.2 UN Women reserves the right to reject any proposals submitted in a currency other than the mandatory currency for the proposal stated above. UN Women may accept proposals submitted in another currency than stated above if the proponent confirms during clarification of proposals, see item (9) above in writing, that it will accept a contract issued in the mandatory proposal currency and that for the purposes of conversion, the official United Nations operational rate of exchange of the day of CFP deadline (as stated in the CFP letter) shall apply.
- 10.3 Regardless of the currency stated in proposals received, the contract will always be issued and subsequent payments will be made in the mandatory currency for the proposal (as stated above).

b. Evaluation of Technical and Financial Proposals

11.1 PHASE I – TECHNICAL PROPOSAL (70 points)

Only proponents meeting the mandatory criteria will advance to the technical evaluation in which a maximum possible 70 points may be determined. Technical evaluators who are members of an Evaluation Committee appointed by UN Women will carry out the technical evaluation applying the evaluation criteria and point ratings as listed below. In order to advance beyond Phase I of the detailed evaluation process to Phase II (financial evaluation) a proposal must have achieved a minimum cumulative technical score of 50 points.

Suggested table for evaluating technical proposal

1	The proposal is compliant with the CFP requirements	15 points
2	The organization's mandate is relevant to the work to be undertaken in the UN Women Terms of Reference (component 1)	20 points
3	The proposal demonstrates a sound understanding of the requirements of the UN Women Terms of Reference and indicates that the organization has the prerequisite capacity to undertake the work successfully (components 2, 3, 4 and 5)	35 points
	TOTAL	70 points

a. PHASE II - FINANCIAL PROPOSAL (30 points)

Financial proposals will be evaluated (using **component 6**) following completion of the technical evaluation. The proponent with the lowest evaluated cost will be awarded 30 points. Other financial proposals will receive pro-rated points based on the relationship of the proponents' prices to that of the lowest evaluated cost.

Formula for computing points: Points = (A/B) Financial Points

Example: Proponent A's price is the lowest at \$10.00. Proponent A receives 30 points. Proponent B's price is \$20.00. Proponent B receives (\$10.00/\$20.00) x 30 points = 15 points.

c. Preparation of Proposals

- c. Proponents are expected to examine all terms and instructions included in the CFP documents. Failure to provide all requested information will be at the proponent's own risk and may result in rejection of the proponent's proposal.
- d. The proponent's proposal must be organized to follow the format of this CFP. Each proponent must respond to every stated request or requirement and indicate that the proponent understands and confirms acceptance of UN Women's stated requirements. The proponent should identify any substantive assumption made in preparing its proposal. The deferral of a response to a question or issue to the contract negotiation stage is not acceptable. Any item not specifically addressed in the proponent's proposal will be deemed as accepted by the proponent. The terms "proponent" and "contractor" refer to those organizations that submit a proposal pursuant to this CFP.
- e. Where the proponent is presented with a requirement or asked to use a specific approach, the proponent must not only state its acceptance, but also describe, where appropriate, how it intends to comply. Failure to provide an answer to an item will be considered an acceptance of the item. Where a descriptive response is requested, failure to provide one will be viewed as non-responsive.
- f. The terms of reference in this document provides a general overview of the current operation. If the proponent wishes to propose alternatives or equivalents, the proponent must demonstrate that any such proposed change is equivalent or superior to UN Women established requirements. Acceptance of such changes is at the sole discretion of UN Women.
- g. Proposals must offer services for the total requirement, unless otherwise permitted in the CFP document. Proposals offering only part of the services will be rejected unless permitted otherwise in the CFP document.
- h. Proponents may use the services of sub-contractors or sub-partners to partially perform the work except if the proponent is providing grant-making work. The proponent's Technical Proposal shall indicate clearly if the proponent is intending to use sub-contractors or sub-partners and their names. If it is not possible to include the names of sub-partners and sub-contractors in the proposal, the names must be submitted to UN Women as soon as possible.
- i. The proponent's proposal shall state the following and include all of the following labelled annexes:

CFP submission (on or before proposal due date):

As a minimum, proponents shall complete and return the below listed documents (annexes to this CFP) as an integral part of their proposal. Proponents may add additional documentation to their proposals as they deem appropriate.

Failure to complete and return the below listed documents as part of the proposal may result in proposal rejection.

Part of proposal	Annex B-1 Mandatory Requirements/Pre-Qualification Criteria and Contractual Aspects
Part of proposal	Annex B-2 Template for Proposal Submission
Part of proposal	Annex B-3 Format of Resume for Proposed Personnel
Part of proposal	Annex B-4 Capacity Assessment Minimum Documents

If after assessing this opportunity you have made the determination not to submit your proposal, we would appreciate it if you could return this form indicating your reasons for non-participation.

(a) Format and Signing of Proposals

- a. The proposal shall be typed or written in indelible ink and shall be signed by the proponent or a person or persons duly authorized to bind the proponent to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the proposal.
- b. A proposal shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the proponent, in which case such corrections shall be initialled by the person or persons signing the proposal.

(b) Award

- 14.1 Award will be made to the responsible and responsive proponent with the highest evaluated proposal following negotiation of an acceptable contract. UN Women reserves the right to conduct negotiations with the proponent regarding the contents of their proposal. The award will be in effect only after acceptance by the selected proponent of the terms and conditions of the agreement and the terms of reference. **The agreement will reflect the name of the proponent whose financials were provided in response to this CFP**. Upon execution of agreement UN Women will promptly notify the unsuccessful proponents.
- 14.2 The selected proponent is expected to commence providing services as of the date and time stipulated in this CFP.
- 14.3 The award will be for an agreement with an original term of <u>15 months</u> with the option to renew under the same terms and conditions for an additional period or periods as indicated by UN Women.

Annex B-2 Template for Proposal Submission

Call For Proposals Description of Services CFP No.

Mandatory Requirements/Pre-Qualification Criteria

Proponents are requested to complete this form (Annex B-2) and return it as part of their submission.

Proponent's Eligibility Confirmation and Information	Proponent's Response
a) What year was the o	rganization established?
b) In what province/st been established?	ate/country has the organization
been liquidated, or be moratorium or stay o obligations, or applied t	ever been adjudged bankrupt, or en insolvent, or applied for a n any payment or repayment o be declared insolvent? (If YES, ons why, filing date, and current
, –	n ever been terminated for non- t? If YES, describe in detail.
 e) Has the organizatio personnel ever been: 	n or any of its employees and Confirm Yes/No
 suspended or debarred by any government, a L organization; 	N agency or other international
 placed on any relevant sanctio - <u>https://www.un.org/sc/suborg/en/sanctions/un-</u> Nations Global Market Place Vendor ineligibility and/or 	sc-consolidated-list, United
 been the subject of an adverse judgment or award If YES, provide details, including date of reinstatement, (If proponent is currently on any relevant sanctions Question 8 of the Mandatory Requirements/Pre-Qu grounds for immediate rejection.) 	if applicable. list this should be disclosed in
their sub-contractors and	cy to require that proponents and Confirm sub-partners observe the highest Yes/No g the selection and execution of

Proponent's Eligibility Confirmation and Information	Proponent's Response
contracts. In this context, any action taken by a proponent, a sub-contractor or a sub-partner to influence the selection process or contract execution for undue advantage is improper. The proponent must confirm that it has reviewed and taken note of UN Women Anti-Fraud Policy (Annex B- 6). The proponent must also confirm that the proponent and its sub-contractors and sub-partners have not engaged in any conduct contrary to that policy including in competing for this CFP.	
g) Officials not to benefit: The proponent must confirm that no official of UN Women has received or will be offered any direct or indirect benefit arising from this CFP or any resulting contracts by the proponent or its sub-contractors or its sub-partners.	Confirm Yes/No
h) The proponent must confirm that the proponent is not engaged in any activity that would put it, if selected for this assignment, in a conflict of interest with UN Women.	Confirm Yes/No
 i) The proponent must confirm that the proponent, its sub-partners or sub-contractors have not been associated, or involved in any way, directly or indirectly, with the preparation of the design, terms of references and/or other documents used as a part of this CFP. 	Confirm Yes/No
j) UN Women policy restricts organizations from participating in a CFP or receiving UN Women contracts if a UN Women personnel or their immediate family are an owner, officer, partner or board member or in which the personnel or their immediate family has a financial interest in the organization. The proponent must confirm that no UN Women personnel or their immediate family are an owner, officer, partner or board member or have a financial interest in either the proponent, or its sub-partners or its sub-contractors.	Confirm Yes/No

Component 1: Organizational Background and Capacity to implement activities to achieve planned results (max 1.5 pages)

This section should provide an overview (with relevant annexes) that clearly demonstrate that the proponent has the capacity and commitment to implement the proposed activities and produce results successfully. Key elements to be covered in this section include:

- 1. the nature of the proponent whether it is a community-based organization, national or sub-national NGO, research or training institution, etc.;
- 2. the overall mission, purpose, and core programmes/services of the organization;
- 3. the organization's target population groups (women, indigenous peoples, youth, etc.);
- 4. the organizational approach (philosophy) how the organization delivers its projects (e.g., gender-sensitive, rights-based, etc.);
- 5. the organization's length of existence and relevant experience;
- 6. an overview of the organization's capacity relevant to the proposed engagement with UN Women (e.g., technical, governance and management, and financial and administrative management);
- 7. details of the following relating to prevention of SEA:
 - a describe what measures are in place to prevent SEA;
 - b describe reporting and monitoring mechanisms and procedures;
 - C describe what capacity exists to investigate SEA allegations;
 - d describe past allegations of SEA, if any, and how they were handled, including the outcome;
 - e describe what SEA training the people (employees or otherwise) who will perform the services have completed; and

f describe what reference and background checks have been done for employees and associated personnel.

- 8. details relating to grant-making work;
 - a. describe the proponent's institutional capacity to manage grants, including appropriate grant award management, system/framework for undertaking grant proposal evaluation, due diligence and, appropriate governance and risk management (including composition and terms of reference of the independent designated steering committee or grant selection committee);
 - b. describe relevant history in managing resources through grant awards;
 - c. describe the proponent's grant portfolio;
 - d. describe relevant history in working with small organizations including experience in providing technical assistance;
 - e. describe the proponent's programmatic capacity, including monitoring and evaluation capacity; and
 - f. describe the proponent's capacity to assess and manage risks.

Component 2: Expected Results and Indicators (max 1.5 pages)

This section should articulate the proponent's understanding of the UN Women Terms of Reference (TOR). It should contain a clear and specific statement of what the proposal will accomplish in relation to the UN Women Terms of Reference. This should include:

- 1. The **problem statement** or challenges to be addressed given the context described in the UN Women Terms of Reference.
- 2. The specific results expected (e.g., outputs) through engagement of the proponent. The expected results are the measurable changes which will have occurred by the end of the planned intervention. Propose specific and measurable indicators which will form the basis for monitoring and evaluation. These indicators will be refined, and will form an important part of the agreement between the proponent and UN Women.

Component 3: Description of the Technical Approach and Activities (max 2.5 pages)

This section should describe the technical approach and should be able to show the soundness and adequacy of the proposed approach, what will actually be done to produce the expected results in terms of activities. There should be a clear and direct linkage between the activities and the results at least at the output level. Specific strategies should also be described to support the achievement of results, such as building partnerships, etc.

Activity descriptions should be as specific as necessary, identifying **what** will be done, **who** will do it, **when** it will be done (beginning, duration, completion), and **where** it will be done. In describing the activities, an indication should be made regarding the organizations and individuals involved in or benefiting from the activity.

This narrative is to be complemented by a tabular presentation that will serve as Implementation Plan, as described in Component 4.

This section should also include the details of all proposed sub-contracting and sub-partnering.

Component 4: Implé	mentation Plan (max 1.5 pages)	

This section is presented in tabular form and can be attached as an annex. It should indicate the **sequence of all major activities and timeframe (duration).** Provide as much detail as necessary. The Implementation Plan should show a logical flow of activities. Please include all required milestone reports and monitoring reviews in the Implementation Plan.

Implementation Plan

Project No:	Project Name:
Name of proponent organization:	
Brief description of project	
Project start and end dates:	

Brief description of specifi with corresponding indi targets. Repeat for each re	cators, baselines and													
List the activities necessa indicate who is responsible	ry to produce the results and efor each activity	Budget	Du	ratio	on of	Acti	vity i	n Mo	onth	s (or	Qua	rters)		
Activity	Responsible		1	2	3	4	5	6	7	8	9	10	11	12
1.1														
1.2														
1.3														
1.4														

Monitoring and Evaluation Plan (max. 1 page)

This section should contain an explanation of the plan for monitoring and evaluating the activities, both during its implementation (formative) and at completion (summative). Key elements to be included are:

a) how the performance of the activities will be tracked in terms of achievement of the steps and milestones set forth in the Implementation Plan;

b) how any mid-course correction and adjustment of the design and plans will be facilitated on the basis of feedback received; and

c) how the participation of community members in the monitoring and evaluation processes will be achieved.

Component 5: Risks to Successful Implementation (1 page)

Identify and list any major risk factors that could result in the activities not producing the expected results. These should include both internal factors (for example, the technology involved fails to work as projected) and external factors (for example, significant currency fluctuations resulting into changes in the economics of the activity, risk of sub-contactors or sub-partners not performing). Describe how such risks are to be mitigated.

In this section also include the key **assumptions** on which the activity plan is based on. In this case, the assumptions are mostly related to external factors (for example, the assumption that the relevant government's environmental policy will remain stable) which are anticipated in planning the activity, and on which the feasibility of the activities depend.

Please attach a risk register to capture the above risk factors and risk mitigation measures.

Component 6: Results-Based Budget (max. 1.5 pages)

The development and management of a realistic budget is an important part of developing and implementing successful activities. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact of activities. The following important principles should be kept in mind in preparing a project budget:

1 Include costs which relate to efficiently carrying out the activities and producing the results which are set forth in the proposal. Other associated costs should be funded from other sources.

2 The budget should be realistic. Find out what planned activities will actually cost, and do not assume that they would cost less.

3 The budget should include all costs associated with managing and administering the activity or results, particularly the cost of monitoring and evaluation.

4 The budget could include "support costs", being those indirect costs that are incurred to operate the Responsible Party as a whole or a segment thereof and that cannot be easily connected or traced to implementation of the work, i.e., operating expenses, over-head costs and general costs connected to the normal functioning of an organization/business (such as cost for support staff, office space and equipment that are not direct costs).

⁵ "Support cost rate" means the flat rate at which the Responsible Party will be reimbursed by UN Women for its support costs, as set forth in the Partner Project Document and not exceeding a rate of 8% or the rate forth in the Donor Specific Conditions, if that is lower. The flat rate is calculated on the eligible direct costs. This is to note: the selected proponent can apply flat rate of support cost (max 8%) if they have established Indirect cost policy and evidence of practicing with other donors' projects. Otherwise, the support cost will be budgeted item wise and charged at actual. The voucher of IC charges must be retained by the selected partner for audit verification if necessary

6 The budget line items are general categories intended to assist in thinking through where money will be spent. If a planned expenditure does not appear to fit in any of the standard line-item categories, list the item under other costs, and state what the money is to be used for.

7 The figures contained in the budget sheet should agree with those on the proposal header and text.

8 A budget note will be provided by the proponent. The following items will be especially clarified in the note: a. If fractional time budgeted for staff, the note will clarify how time charges will be tracked; b. The amount of grant making budget and how the grantees will be managed in terms of financial management; c. for travel budget the Daily Subsistence Allowance (DSA) or per diem rate as per proponent's policy will be mentioned.

Depending on the results to be delivered, following suggestive thresholds could be followed for costs:

b) maximum for personnel related costs on a proposal - 20% of programming costs;

c) between 3-5% for audits (to be retained by UN Women for Responsible Party audits) (may change as per the annual audit cost);

- d) 3% for monitoring and evaluation; and
- e) up to 8% (or as per relevant donor agreement) support costs including (utilities, rent etc.).

Result 1 (e.g., Output) Repeat this table for each result ⁸ .						
Expenditure Category ⁹	UN Women Budget Account	Year 1 [Local currency]	Year 2 (Local currency), lf applicable	Total [local currency]	Total (US\$)	Percentage Total
1. Personnel	71400					
2. Equipment/Materials	72200					
3. Training/Seminars/Travel	75700					
Workshops						
4. Contracts	72100					
5. Other costs	74500					
6. Incidentals	74500					
7. Other support requested	75100					
8. Support costs (not to	75100					
exceed 8% or the relevant						
donor percentage) ¹¹						
Total Cost for Result 1						

I, (Name) ______ certify that I am (Position) ______ of (Name of Organization) _____; that by signing this proposal for and on behalf of (Name of Organization) ______, I am certifying that all information contained herein is accurate and truthful and that the signing of this proposal is within the scope of my powers.

I, by signing this proposal, commit to be bound by this proposal for carrying out the range of services as specified in the CFP package and respecting the terms and conditions stated in the UN Women template Partner Agreement.

(Signature)

9

(Seal)

(Printed Name and Title) (Date)

⁸ If the budget is for grant-making activities, add a field for grants. For grant-making, (i) only up to 50% of the Partner proposal amount may be used to fund grants, (ii) not more than 25% of the Partner Agreement value can be issued per individual grant.

^{9 &}quot;Other costs" refers to any other costs that is not listed in the results-based budget. Please specify what they are in the footnote.

Annex B-3 Format of Resume for Proposed Personnel

Call For Proposals Description of Servi CFP No	S
Name of personnel:	
Title:	
Years with CSO:	Nationality:

Education/Qualifications:

Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees-professional qualifications obtained.

Employment Record/Experience

Starting with present position, list in reverse order, every employment held:

 For <u>all</u> positions held by personnel member since graduation: List each position and provide dates, names of employing organization, title of position held and location of employment.
 For experience in

last five years: Detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.

References

Provide names and addresses for two (2) references.

Annex B-4 <u>Capacity Assessment Minimum Documents</u> [To be submitted by proponents and assessed by the reviewer]

Call For Proposals Description of Services CFP No.

Document	Mandatory / Optional
Governance, Management and Technical	
Organization's legal registration documentation	Mandatory
Rules of governance of the organization	Mandatory
Organigram of the organization	Mandatory
List of key management at organization	Mandatory
CVs of key personnel of organization who are proposed for the engagement with	Mandatory
UN Women	
Details of organization's anti-fraud policy framework (which shall be consistent	Mandatory
with UN Women's anti-fraud policy)	
Details of organization's PSEA policy framework	Optional
Documentation evidencing training offered by organization to its employees and	Mandatory
associated personnel on prevention and response to SEA.	
Organization's policy and procedure documents in respect to grant-making (if	Mandatory
grant-making activities are included in the UN Women Terms of Reference of the	
CFP)	
Organization's policy and procedure for selecting partners (if sub-partner/s are	Mandatory
going to be used)	
Administration and Finance	
Administrative and financial rules of the organization	Mandatory
Details of the organization's internal control framework	Mandatory
Audited statements of the organization during last 3 years	Mandatory
List of banks with which organizational bank accounts are held	Mandatory
Name of external auditors of organization	Optional
Procurement	
Organization's procurement policy/manual	Mandatory
Templates of the solicitation documents for procurement of goods/services (e.g.,	Mandatory
request for quotation (FRQ), request for proposal (RFP) etc.) used by organization	
List of main suppliers/vendors of organization and copies of their contract(s)	Mandatory
including evidence of their selection processes	
Client Relationship	
List of main clients/donors of organization	Mandatory
Two references for organization	Mandatory
Past reports to clients/donors of organization for last 3 years	Mandatory

Annex B-5 UN Women template Partner Agreement

Note to UN Women users: When and how to use this Partner Agreement template PLEASE NOTE THAT PARTNER AGREEMENTS MUST BE GENERATED THROUGH THE PARTNER AND GRANTS AGREEMENT MANAGEMENT SYSTEM ON OneApp. THIS TEMPLATE IS FOR TRAINING AND INFORMATION PURPOSES ONLY.

This Partner Agreement template must be used when entering into agreements for the full or partial implementation of a UN Women programme or project with an Implementing Partner (IP) or with a Responsible Party (RP). For the purposes of this Partner Agreement, both IPs and RPs are called Partners. This Partner Agreement template is not to be used in circumstances in which a Small Grant Agreement should be used. Please see the Small Grants Policy and Procedure for this purpose.

The Partners may be: (1) government entities; (2) non-UN inter-governmental organizations; and, (3) registered Civil Society Organizations (CSO), which means Non-State, not-for-profit, voluntary entities formed by people in the social sphere that are separate from the State and the market. CSOs represent a wide range of interests and ties. The definition of CSOs includes but is not limited to community-based organizations (CBOs), non-governmental organizations (NGOs), youth-led organizations, LGBTI organizations, faith-based organizations and academic institutions but the definition of CSOs does not include business or for-profit associations. If the Partner is a UN Agency, this Partner Agreement should not be used and the UN to UN agreement template should be used instead.

The UN Women user must ensure that a project document, which in this context is called a Partner Project Document is attached to the agreement. The UN Women user must ensure that the Partner Project Document contains all relevant information relating to the Partner Agreement for example: (1) a detailed description of the work to be provided; (2) a detailed description of the parties' responsibilities; (3) the expected outputs and outcomes; (4) the work plan; (5) the budget; and, (6) the installment schedule setting out schedule of proposed payments to the Partner. For IPs, the Partner Project Document is the UN Women approved Project Document that is counter-signed by the IP. For RPs, the Partner Project Document can be: (a) the Call for Proposal (CFP) together with the proposal, used to select and engage the Partner; or (b) if there is no CFP, the UN Women Terms of Reference (TOR) prepared by UN Women used to select and engage the Partner, and the proposal submitted in response to the TOR. Whatever option applies, the UN Women user must ensure that such document contains all the relevant information mentioned in (1) to (6) above.

The Partner Agreement consists of the following parts: (1) the agreement document; (2) ST/SGB/2003/13 "Special measures for protection from sexual exploitation and abuse" (Annex 1); (3) the UN Women General Terms and Conditions for Partner Agreements ("GTCs") (Annex 2); (4) Donor Specific Conditions meaning any conditions under which UN Women has accepted contributions relevant to this Partner Agreement (the UN Women user should check all donor agreements, which are funding sources for the Partner Agreement, and ensure that any conditions which UN Women is required to impose on Partners are reflected in an annex to this Partner Agreement. The EC is an example of this) (Annex 3); (5) Partner Project Document (Annex 4); (6) the FACE Form (Annex 5); (7) the Progress Report Form (Annex 6); and (8) Special Terms and Conditions for Partners Performing Grant-Making Work (Annex 7). All these documents together form the Partner Agreement between the parties. The GTCs are annexed as part of this document. All other attachments can be found on the PPG Intranet site. Annex 3 is applicable in cases when donor specific conditions apply. Annex 7 is applicable when the Partner is performing Grant-Making Work. Please note that engaging a Partner to perform Grant-Making work requires that UN Women: (a) has decided to outsource the management of grants to a Partner as outlined in the Programme Formulation Policy; (b) has selected a Partner to perform Grant-Making Work as outlined in the Procedure for Selecting Programme Partners; and (c) has incorporated a description of the Grant-Making Work into the Partner Project Document.

Changes to the text of this template may be made solely if fully justified and with the prior <u>written approval of the</u> <u>Director of the Division of Management and Administration</u> after clearance by the Legal Office at HQ. Absolutely no changes, deletions or revisions may be made in the text of the ST/SGB/2003/13 (Annex 1) or the GTCs (Annex 2).

Two original copies are signed. One copy is retained by the UN Women office entering into the Partner Agreement and one by the Partner.

The signed Partner Agreement and all the annexes <u>must be uploaded</u> onto the Partner and Grants Agreement Management System platform (OneApp) on the UN Women Intranet.

8. After the Partner Agreement has been signed, any amendments (please note that the ST/SGB/2003/13 and the GTCs cannot be amended) must be made in writing in accordance with Article 19.0 of the GTCs. Please number each amendment to keep .

PARTNER AGREEMENT

This Partner Agreement (the "Agreement") is between the United Nations Entity for Gender Equality and the Empowerment of Women, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations, with Headquarters at 220 East 42nd Street New York, NY 10017 ("UN Women") and [Full name and address of partner and legal registration number], (the "Partner").

UN Women and the Partner hereinafter collectively referred to as the Parties and individually also as a Party.

UN Women has been entrusted by its donors with certain resources that can be allocated for the implementation of its programmes and UN Women is accountable to its donors and its Executive Board for the proper management of these resources.

UN Women is willing to make resources available to engage the Partner to contribute to the implementation of UN Women's programmes by performing the Work and achieving the Results.

The Parties therefore agree as follows:

ARTICLE I DEFINITIONS

In this Agreement:

"Direct Costs" mean costs that can easily be connected and traced to the implementation of the Work. For example, if an employee or consultant is hired to work on the implementation of the Work, either exclusively or for an assigned number of hours, their labor on the implementation of the Work is a direct cost.

"Donor Specific Conditions" mean the conditions requested by a donor when making a contribution for the Work to UN Women, which are required to be imposed on the Partner, and accepted by UN Women.

"FACE Form" means the Funding Authorization and Certificate of Expenditure Form attached to this Agreement. The FACE Form is used for (i) requests for cash advances, direct payments or reimbursements and (ii) financial reporting by the Partner.

"Fraud" is any act or omission whereby an individual or entity knowingly misrepresents or conceals a material fact (i) in order to obtain an undue benefit or advantage for himself, herself, itself, or a third party, and/or (ii) in such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment.

"Grant-Making Work" means such work and activities relating to the management of grants outsourced to the Partner as described in the Partner Project Document. Grant-Making Work may be one component of a broader project, or the sole purpose of the project. Grant-Making Work may also include project design, project management and grant administration, monitoring and evaluation.

"Partner Authorized Official" means the person or persons appointed by the Partner to be its focal point for this Agreement with the authority to and ability to respond to all questions from UN Women and authorized to sign the FACE

Forms and Progress Report Forms and other funding authorization forms. In addition, the Partner Authorized Official is authorized to sign the written statement set forth in Article V, section 5 (c).

"Partner Project Document" means the document describing in detail the Work, the Parties' responsibilities, the expected Results including the work plan, the budget and the installment schedule. The Partner Project Document is the basis for requesting, committing and disbursing funds to carry out the Work and for monitoring and reporting.

"Progress Report Form" means UN Women's standard form for progress reports attached to this Agreement.

"**Property**" means equipment, supplies, non-expendable materials and other property either provided by UN Women to the Partner for the purposes of this Agreement or purchased by the Partner with the funding provided by UN Women under this Agreement.

"Results" mean the outcomes and outputs described in the Partner Project Document.

"Sexual Abuse" has the same meaning as set forth in ST/SGB/2003/13, in which it is defined as follows: "the actual or threatened physical intrusion of a sexual nature, whether by force or unequal or coercive condition."

"Sexual Exploitation" has the same meaning as set forth in the "Special measures for protection from sexual exploitation and sexual abuse" ("ST/SGB/2003/13"), in which it is defined as follows: "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from sexual exploitation of another."

"Support Costs" mean those indirect costs that are incurred to operate the Partner as a whole or a segment thereof and that cannot be easily connected or traced to implementation of the Work, i.e., operating expenses, overhead costs and general costs connected to the normal functioning of an organization/business, such as cost for support staff, office space and equipment that are not Direct Costs.

"Support Cost Rate" means the flat rate at which the Partner will be reimbursed by UN Women for its Support Costs, as set forth in the Partner Project Document and not exceeding a rate of 8% or the rate set forth in the Donor Specific Conditions, if that is lower. The flat rate is calculated on the eligible Direct Costs.

"Work" means the activities, work and services to be performed by the Partner as set forth in this Agreement including Grant-Making Work.

ARTICLE II AGREEMENT DOCUMENTS

- 1. This Agreement consists of the following documents:
 - (a) This agreement document;
 - (b) <u>ST/SGB/2003/13 "Special measures for protection from sexual exploitation and sexual abuse"</u> (Annex 1);
 - (c) The General Terms and Conditions for Partner Agreements (Annex 2);
 - (d) <u>Donor Specific Conditions, as applicable</u> (Annex 3);
 - (e) The Partner Project Document (Annex 4);

- (f) The Face Form (Annex 5);
- (g) The <u>Progress Report Form</u> (Annex 6);
- (h) <u>Special Terms and Conditions for Partners Performing Grant-Making Work</u>, as applicable (Annex 7).
- 2. The documents listed under section 1 above, form an integral part of this Agreement. All parts of the Agreement are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event of any conflict, discrepancy, error or omission among any parts of the Agreement, either Party shall immediately notify the other Party. The Parties shall in good faith consult and decide how to remedy such conflict, discrepancy, error or omission including if necessary, making the required amendment to this Agreement.
- 3. If the Partner is a government entity, this Agreement supplements the relevant provisions of any host country agreement entered into between the Government and UN Women. If there is no such agreement then the Standard Basic Assistance Agreement entered into between the Government and the United Nations Development Programme (UNDP), or any other applicable host country agreement between the Government and UNDP, shall apply *mutatis mutandis* between UN Women and the Partner for the purposes of this Agreement.

ARTICLE III GENERAL RESPONSIBILITIES OF THE PARTNER

- 1. The Partner shall perform the Work and achieve the Results.
- 2. The Partner shall use the funds and the Property provided by UN Women under this Agreement exclusively for performing the Work as set forth in this Agreement.
- The Partner shall not accept funding from any other source than UN Women for performing the Work without UN Women's prior written approval. The Partner shall inform UN Women in writing of the name of the source and the details of such funding.
- 4. The Partner shall not use the funds provided under this Agreement to award grants unless specifically stated in the Partner Project Document. The Partner acknowledges and agrees that Annex 7 will be applicable to any Grant-Making Work funded by UN Women funds.
- 5. The Partner's responsibilities include:
 - (a) Commencing the Work in accordance with the timeline but not before both Parties have signed the Agreement;
 - (b) Making its designated contributions of technical assistance, services, equipment, non-expendable materials and other property towards the Work;
 - (C) Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the Partner Project Document (including in connection with the workplan and budget);

- (d) Providing the reports required under this Agreement in a timely manner and satisfactory to UN Women, and furnishing any other information relating to the Work and the use of any funds and Property that UN Women may reasonably ask for;
- (e) Exercising a high standard of care when handling and administering the funds and Property provided to it by UN Women;
- (f) Appointing a Partner Authorized Official to act as the focal point for the Partner with the authority to and ability to respond to all questions from UN Women and sign the FACE Forms, Progress Report Forms and other funding authorization forms or requests required by UN Women on behalf of the Partner. In addition, the Partner Authorized Official/s is authorized to sign the written statement set forth in Article V, section 5 (c).

Full name of Partner Authorized Official:

Name: [enter name]

Title: [enter title]

Sample signature: [_____]

Name: [enter name]

Title: [enter title]

Sample signature: [_____]

It is understood, for the avoidance of doubt, that any removals from or amendments to the (list of) Partner Authorized Official/s identified above shall require a written amendment to this Agreement in accordance with Article 19.0 of the General Terms and Conditions for Partner Agreements.

- (g) In relation to Sexual Exploitation and Sexual Abuse:
 - i. Undertaking that the Partner accepts the standards of conduct set out in section 3 of ST/SGB/2003/13 including, *inter alia*:
 - 1. Acknowledging that Sexual Exploitation and Sexual Abuse are strictly prohibited. The Partner, any of its employees, personnel, sub-contractors and others engaged to perform the Work shall not engage in Sexual Exploitation or Sexual Abuse.
 - 2. Acknowledging the following specific standards:
 - a. Sexual activity with any person less than eighteen years of age ("child"), regardless of any laws relating to the age of majority or to consent, shall constitute the Sexual Exploitation and Sexual Abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.
 - b. The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute Sexual Exploitation and Sexual Abuse.

- C. Sexual relationships between Partner's employees, personnel, subcontractors and others engaged to perform the Work and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UN Women and are strongly discouraged.
- ii. The Partner must take all appropriate measures to prevent Sexual Exploitation and Sexual Abuse by anyone including any of its employees, personnel, subcontractors and others engaged to perform the Work.
- iii. Acknowledging that UN Women will apply a policy of "zero tolerance" with regard to Sexual Exploitation and Sexual Abuse including in respect to the Partner, its employees, agents or any other persons engaged by Partner to perform any services under this Agreement.
- iV. Reporting to UN Women and investigating any allegation of Sexual Exploitation and Sexual Abuse as such allegations arise in the context of the Work as set forth in 14.3 of the General Terms and Conditions.
- V. Ensuring that its employees, personnel, sub-contractors and others engaged to perform the Work have undertaken training on prevention and response to Sexual Exploitation and Sexual Abuse, including information on the definition and prohibition of Sexual Exploitation and Sexual Abuse, the requirements for prompt reporting of Sexual Exploitation and Sexual Abuse allegations to the Partner and referral of victims to immediate assistance. Training options include the UN Sexual Exploitation and Sexual Abuse online training that is available for all implementing partners at: <u>https://agora.unicef.org/course/info.php?id=7380</u>.
- (h) In relation to Fraud:
 - i. Reviewing and taking note of the <u>UN Women Anti-Fraud Policy</u> (or such other URL as UN Women may from time to time decide).
 - ii. Having a written fraud prevention and fraud awareness policy in place, which at a minimum shall provide a system to prevent, detect, report, address and follow-up on fraud, corruption and other wrongdoing.
 - iii. Reporting to UN Women any allegation of fraud as such allegations arise in the context of the Work as set forth in 14.3 c of the General Terms and Conditions;
 - IV.Acknowledging that any fraud may lead to the imposition by UN Women of sanctions (including censure or ineligibility/debarment) with regard to future transactions with UN Women, at UN Women's sole discretion and without prejudice to any other right or remedy available to UN Women.
- (i) Opening a separate bank account for the funds, if requested by UN Women.

ARTICLE IV GENERAL RESPONSIBILITIES OF UN WOMEN

1. UN Women shall contribute to the Work as set forth in this Agreement, including by: (a) Commencing and completing the responsibilities allocated to it in this Agreement in a timely manner, provided that all necessary reports and other documents are available, and UN Women is satisfied with the same;

- (b) Making transfers of funds in accordance with the provisions of this Agreement;
- (c) Making Property available in accordance with the provisions of this Agreement;

- (d) Undertaking and completing monitoring, evaluation and oversight of the Work;
- (e) Liaising on an ongoing basis, as needed, with the relevant Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders;
- (f) Providing training, if stated in the Partner Project Document, overall guidance, oversight, technical assistance and leadership, as appropriate, for the Work, and making itself available for consultations as reasonably requested; and,
- (g) Reimbursing the Partner for its Support Costs at the Support Cost Rate. The Partner acknowledges and agrees that the Partner is not entitled to any reimbursement for Support Costs exceeding, or any indirect costs in addition to, the agreed Support Cost Rate.

ARTICLE V FUND REQUESTS

- UN Women shall provide the Partner with funds for the Work, subject to the availability of funds and the terms of this Agreement. UN Women's funding to the Partner shall not exceed the total amount of [fill currency and total amount] as set forth in the Partner Project Document. UN Women shall provide such funding to the Partner utilizing, at its discretion, any of the following three fund transfer modalities:
 - (a) Cash advance by UN Women to the Partner;
 - (b) Reimbursement by UN Women to the Partner; and,
 - (C) Direct payment by UN Women on the Partner's behalf to the Partner's vendor or supplier.
- 2. The fund transfers shall be made in installments as set forth in the Partner Project Document or more frequently if the criteria set forth in this Agreement have been satisfied. Each fund transfer shall be made utilizing the fund transfer modality decided solely by UN Women. The fund transfers shall be made in the currency used in the country where the Work is taking place.

Terms and conditions applicable to all fund transfer modalities

- 3. Any request for a fund transfer by the Partner shall fulfill the following criteria to the satisfaction of UN Women, failing which UN Women may decide not to honor the request in whole or in part:
 - (a) The Partner may submit funding requests, using the FACE Form, every three months during the term of the Agreement or more frequently provided that the Work relevant for those months has been completed and the corresponding funds expended, and the relevant criteria in the Agreement are satisfied.
 - (b) The FACE Form shall be signed by a Partner Authorized Officer.
 - (C) The request for fund transfer shall be accompanied by the financial and progress reporting as provided in Article VIII.
 - (d) The amount and purpose of the request shall be consistent with the provisions of this Agreement.
 - (e) The request shall be reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness.

- (f) Prior fund transfers shall have been reported on to UN Women's satisfaction in accordance with Article VIII.
- (g) At least 80% or more of the expenditure relating to the immediately preceding fund transfer and 100% of the expenditure relating to all previous fund transfers, if any, have been reported to the satisfaction of UN Women. If the fund transfer request is made more frequently than every three months, all Work relevant for those months has been completed and all corresponding funds expended.
- (h) There shall be no other grounds for believing the expenditure is in contravention of this Agreement, including the Partner Project Document.

Specific procedures for each fund transfer modality

- 4. Requests for cash advances:
 - (a) The Partner may submit funding requests for cash advances, using the FACE Form, every three months during the term of the Agreement except as set forth in sections (b) and (c) below.
 - (b) The Partner may submit the first funding request for a cash advance as soon as both Parties have signed this Agreement.
 - (C) The Partner may submit requests more frequently than every three months in accordance with section 3 above.
- 5. Requests for direct payment transfers:
 - (a) The Partner may submit to UN Women a written request for direct payment to the Partner's vendor or supplier.
 - (b) The request for direct payment must be submitted no later than the three-month period following receipt of the goods or services.
 - (C) The request for direct payment shall in all cases include the vendor or supplier's banking information, the original invoice or invoices issued by the vendor or supplier to the Partner, the purchase order, the quotation and a written statement by the Partner Authorized Officer certifying that the vendor or supplier delivered the goods and/or performed the services satisfactorily and in accordance with the terms of the contract between the Partner and the vendor or supplier.
- 6. Requests for reimbursements:
 - (a) Any expenditure by the Partner from its own resources in respect of which the Partner intends to request a reimbursement under this Agreement, shall be subject to prior funding authorization by UN Women. To obtain funding authorization of the Partner's expenditures that will be subject to reimbursement, the Partner shall submit to UN Women a funding authorization request for reimbursement in a form and format as decided by UN Women. This funding authorization request may not exceed the relevant amount set forth in the Partner Project Document and shall be duly signed by a Partner Authorized Officer. If the funding authorization request for reimbursement is in proper form and complete and all the requirements in this Agreement are met, UN Women will determine the amount to be authorized for funding and will authorize that amount by written reply to the Partner.
 - (b) Subject to prior authorization under section 6 (a) above, the Partner may submit to UN Women a written request for a reimbursement further to section 3 above. The request for reimbursement shall be submitted in connection with satisfactory financial and proper progress reporting (see Article VIII).

Other provisions relevant for fund transfers

7. Revision of budget by Partner:

The Partner may, without UN Women's approval but with prior written notice to UN Women, revise the budget by re-allocating funds either within an activity or between activities identified by account codes on the FACE Form, as long as the re-allocation is not (i) exceeding twenty percent (20%) of the total budgeted amount; (ii) negatively impacting the Results; or, (iii) increasing the total budgeted amount. Any other revisions of the budget require an amendment to this Agreement.

- 8. Payment of fund transfers by UN Women:
 - (a) If each request for fund transfer is received in a timely fashion and is in proper form and complete and all the requirements in this Agreement have been met, UN Women will determine the amount to be transferred and will transfer that amount to the Partner, or if the direct payment modality is used, on behalf of the Partner, within reasonable time.
 - (b) UN Women may decide to adjust the amount of any fund transfer where it has reason to do so, including:
 - 1. To take into consideration the general progress made to the Work to date;
 - 11. To take into consideration any unspent or unsatisfactorily reported balance remaining with the Partner from any previous fund transfer or any amounts paid by UN Women as direct payment, reimbursement or otherwise, lost by the Partner or used by the Partner other than in accordance with this Agreement, including any amounts shown by audits, site/field visits, spot checks or investigations to have been so paid, lost or used;
 - iii. To take into consideration any expenditure that is ineligible in accordance with this Agreement;
 - To take into consideration interest or income earned by the Partner from a previous fund transfer; and,
 - V.To withhold up to 10% of the total budgeted amount for the Work for risk management purposes.
 - (C) UN Women is only required to transfer to or (where the direct payment modality is used) on behalf of the Partner, the amount UN Women determines is due under the terms of this Agreement. UN Women shall not be liable to the Partner or any third party, including the Partner's vendor or supplier, for any amounts that UN Women determines are not owing under this Agreement.
 - (d) The fund transfers other than direct payments shall be made by UN Women to the following bank account:

Bank name: []

Bank address: []

Account title: []

Account No.: []

Bank contact person: []

ARTICLE VI ADMINISTRATION OF FUNDS AND PROPERTY

Administration of funds

- 1. The Partner shall administer the funds and carry out the Work under its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women. Where UN Women determines that the Partner's financial regulations, rules, policies and procedures are not appropriate, UN Women shall give written notice the Partner. In such cases, UN Women may decide, *inter alia*, to implement the Work or any parts thereof, including procurement activities, directly or transfer the implementation thereof to another partner.
- 2. Where the Partner buys goods or services from the funds, the Partner shall do so giving due consideration to the following principles:
 - (a) Best value for money;
 - (b) Fairness, integrity and transparency; and,
 - (c) Competition.

Administration of Property

- 3. UN Women shall remain the owner of the Property.
- 4. UN Women may during the term of this Agreement decide that Property shall be reassigned towards the implementation of another UN Women programme or project, which may be implemented by the Partner or by another partner. In the latter case, the Partner shall, upon written instructions by UN Women, transfer the Property to the other partner, as directed. Article IX sets forth the obligations when the Work is completed, or the Agreement ends.
- 5. The Partner shall be responsible for the care, security, maintenance and physical inventory of the Property.
- 6. The Partner, unless self-insured, shall maintain insurance for the Property. Upon request, the Partner shall produce documentary evidence of such insurance including selfinsurance.
- 7. The Partner shall place UN Women markings on the Property in consultation with UN Women.
- 8. In cases of damage, theft or other losses of the Property, the Partner shall provide UN Women with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the Property.
- 9. UN Women shall assist the Partner in clearing the Property through customs at places of entry into the country where the Work is taking place.
- 10. Detailed inventories shall be taken of the Property by the Partner at the end of every year, or if the Agreement is for less than a calendar year, at the end of the Agreement.

ARTICLE VII RECORD KEEPING/ACCOUNTING SYSTEM

1. The Partner shall establish and maintain, for a period of seven (7) years after this Agreement ends the books and records set forth in this Article in a reasonable accounting system that enables UN Women to readily identify how the funds received under this Agreement have been used, including detailed inventories of the Property, expenditures, costs of goods and services, supporting documentation, all fund transfers received by the Partner and any unspent funds.

- 2. The Partner's books and records shall clearly show which transactions recorded in its accounting system represent the expenditures reported for each line on the FACE Form.
- 3. The books and records shall in addition to what is referred to under section 1 of this Article, include, but not be limited to, accounting records, written policies and procedures; sub-contractor or sub-partner files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-ofpocket expenses; other reimbursement supported by invoices; purchase orders; suppliers' invoices; contracts (including employment contracts); delivery notes; leases; airline tickets; gasoline coupons; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs; insurance documents; payroll documents; timesheets; memoranda; correspondence and HR records for personnel hired to assist with the Work; and any other relevant supporting documentation.
- 4. The Partner acknowledges and agrees that a written statement by the Partner that money has been spent is insufficient and cannot replace the original documentation to support expenditures.
- 5. If any necessary and supporting documentation or detailed inventory of Property is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement and demand refund of such amounts as set forth in Article 14.1 f of the General Terms and Conditions for Partner Agreements.
- 6. The Partner acknowledges and agrees that UN Women has the right to conduct audits, site/field visits, spot checks and investigations in accordance with Article 14 of the General Terms and Conditions for Partner Agreements.

ARTICLE VIII REPORTING REQUIREMENTS

Financial reporting

- 1. The Partner shall submit to UN Women the reports detailed below signed by the Partner Authorized Official. Such reports shall be in English. When UN Women has reviewed the reports, UN Women will determine to what extent it will approve the expenditure and further process fund transfers. UN Women's approval of the expenditure at this stage of the process does not preclude UN Women from claiming a refund of the same amount if it is later shown, including by an audit, site/field visit, spot check or investigation, that the initially approved expenditure was not in accordance with this Agreement or relates to misuse of funds including fraud or other wrongdoing.
- 2. All financial reporting to UN Women shall be performed by the Partner in the currency in which the fund transfer was made.
- 3. The Partner shall, using the FACE Form, submit financial reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every three-month period.

The FACE Form:

(a) Shall include only eligible expenditures in the form of Direct Costs that are identifiable and verifiable. Direct Costs are identifiable when the expenditures are recorded in the Partner's accounting system and the accounting system shows which transactions represent the Direct Costs reported for each line on the FACE Form. The Direct Cost is verifiable when the expenditures can be confirmed by supporting documentation as set forth in Article VII;

- (b) Shall include only expenditures that have been paid by the Partner. The financial report has been designed to reflect transactions on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UN Women, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only expenses paid by the Partner and not commitments. Any cash disbursement to sub-partners, sub-contractors or vendors can be reported as expenses in the financial report only after the sub-contractor, sub-partner or vendor complete the activities for which these funds have been transferred;
- (C) Shall not include any expenditures that are ineligible for fund transfer, as stipulated in section 5 below;
- (d) Shall include the balance of any unspent funds remaining from any previous fund transfers;
- (e) Shall include any refunds or adjustments received by the Partner against any previous fund transfers;
- (f) Shall include interest earned on any unspent balance remaining from any previous fund transfers;
- (g) Shall include any income earned when performing the Work; and,
- (h) Shall include the Support Costs.
- 4. The Partner shall submit an Excel sheet listing all documents supporting the liquidation of expenditure in the FACE Form and at a minimum specifying the name of the vendor or supplier, the date and a description of the goods or service and provide any original supporting documentation to UN Women immediately upon written request by UN Women.
- 5. The following are non-exhaustive examples of ineligible expenditures and, therefore, shall not be included in the FACE Form and UN Women shall be entitled to reject any such ineligible expenditure:
 - (a) Expenditures not made for the Work, or not necessary for the Partner to perform the Work as set forth in this Agreement;
 - (b) Expenditures for value-added tax unless the Partner can demonstrate to the satisfaction of UN Women that it is unable to recover the value-added tax;
 - (c) Expenditures paid or reimbursed to the Partner by another donor or entity;
 - (d) Expenditures in relation to which the Partner has received an in-kind contribution from another donor or entity;
 - (e) Any expenditure for indirect costs in excess of the Support Cost Rate;
 - (f) Expenditures that are not verifiable by supporting documentation as provided in Article VII of this Agreement;
 - (g) Salaries for Partner's employees, if the Partner is not a government, exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;
 - (h) Salaries for Partner's employees, if the Partner is a government, exceeding the established salary or pay scale rates of the Partner for comparable functions, and in no case exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;

- (i) Expenditures in respect of fees for individual consultants retained by the Partner exceeding the rates payable by UN Women for comparable services rendered by individual consultants;
- (j) Expenditures for travel, daily subsistence and related allowances for the Partner's employees or consultants exceeding the rates payable by UN Women to its staff members or consultants, as applicable;
- (k) Expenditures that have been incurred but have not actually been paid (see section 3 (b) above);
- (1) Expenditures that merely represent financial transfers between administrative units or locations of the Partner;
- (m)Expenditures that relate to obligations that were entered into before the commencement or after the end date of this Agreement; or,
- (n) Debt and debt service charges.

Progress Reporting

- 6. The Partner shall, using the Progress Report Form, submit narrative progress reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every threemonth period.
- 7. The Partner shall always submit the progress report together with the financial report and such progress reports shall be filled out appropriately and duly signed by a Partner Authorized Official.

Inventory Reporting on Property

8. A detailed inventory report of the Property shall be submitted to UN Women within 30 calendar days after each calendar year, and at the end of the Agreement. If the Agreement is for less than one calendar year, the Partner shall submit the inventory report within 60 calendar days after the end of the Agreement.

ARTICLE IX COMPLETION OF THE WORK

- 1. The Partner shall, no later than 60 calendar days after the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first:
 - (a) Submit to UN Women an inventory report of the Property. UN Women may decide that the Property shall be: (i) transferred for use by another partner; (ii) transferred back to UN Women; or (iii) donated to the Partner or a third party. The Partner shall deliver the Property at a reasonable time and place as instructed by UN Women in writing and shall fully cooperate with UN Women in good faith in the transfer and delivery;
 - (b) Submit to UN Women a final financial report, using the FACE Form, including a request for reimbursement of any withheld amount; and,
 - (c) Submit to UN Women a final progress report using the Progress Report Form.
- 2. UN Women shall when the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first, make a final liquidation of the funding provided under this Agreement. If UN Women's final liquidation shows that the Partner has received more funds than the Partner is entitled to in accordance with this Agreement, the Partner shall repay such balance within 30

calendar days of receiving a request for repayment. UN Women shall, when making such final liquidation of the funding, consider items, including any unspent funds, interest or income earned, ineligible expenditure or funds used for expenditure not supported by documentation.

ARTICLE X TERM OF AGREEMENT

This Agreement shall enter into force on the date it is signed by both Parties. It shall expire automatically on [fill in the date the Work shall be completed according to the timeline] unless terminated earlier in accordance with the terms of this Agreement.

IN WITNESS, WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

For the Partner:	For UN Women:
Name: []	Name: []
Title: []	Title:
Signature:	Signature:
Date: []	Date: []
Email: []	Email: []



Annex B-6 UN Women Anti-Fraud Policy

Please see the Anti-Fraud Policy in the below link:

https://www.unwomen.org/sites/default/files/Headquarters/Attachments/Sections/About%20Us/Accountability/UN-Women-anti-fraud-policy-framework-en.pdf