

UN WOMEN 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. Changes to the text of this template may be made solely if fully justified and with the prior written approval of the Director of the Division of Management and Administration 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).
6. Two original copies are signed. One copy is retained by the UN Women office entering into the Partner Agreement and one by the Partner.
7. The signed Partner Agreement and all the annexes must be uploaded 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

UN WOMEN PARTNER AGREEMENT

track of how many amendments have been made and describe clearly the change to the agreement. Please note that amendments cannot be made retroactively after the Partner Agreement has ended. In those cases, a new agreement will have to be concluded. Please remember amendments are generated through the Partner and Grants Agreement Management System and signed amendments must be uploaded to the System when they are signed.

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) [ST/SGB/2003/13 "Special measures for protection from sexual exploitation and sexual abuse"](#) (Annex 1);
 - (c) The [General Terms and Conditions for Partner Agreements](#) (Annex 2);
 - (d) [Donor Specific Conditions, as applicable](#) (Annex 3);
 - (e) The Partner Project Document (Annex 4);
 - (f) The [Face Form](#) (Annex 5);
 - (g) The [Progress Report Form](#) (Annex 6);
 - (h) [Special Terms and Conditions for Partners Performing Grant-Making Work](#), 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.
3. 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, sub-contractors 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, sub-contractors 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: <https://agora.unicef.org/course/info.php?id=7380>.
- (h) In relation to Fraud:
- i. Reviewing and taking note of the [UN Women Anti-Fraud Policy](#) (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

1. 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:

- i. To take into consideration the general progress made to the Work to date;
- ii. 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;
- iv. 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 self-insurance.
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-of-pocket 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);
 - (l) 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 three-month 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: []