

PROGRAMME COOPERATION AGREEMENT

BETWEEN

**THE UNITED NATIONS REPRESENTED BY THE UNITED NATIONS ECONOMIC
COMMISSION FOR AFRICA**

AND

[INSERT NAME OF IMPLEMENTING PARTNER]

THIS PROGRAMME COOPERATION AGREEMENT (PCA) is entered into by the United Nations (UN) represented by the United Nations Economic Commission for Africa (“ECA”), with Headquarters along Menelik II Avenue in Addis Ababa, Ethiopia; and **[Insert name of the Implementing Partner]** (“Implementing Partner”), with its Headquarters in **[insert city], [insert country]**;

OR below, if Implementing Partner is a Government:

and the Government of **[insert name of government]** as represented by the Ministry of **[Insert name of Ministry]** in **[insert city] , [insert country]**

WHEREAS, the Economic and Social Council (ECOSOC) of the United Nations (UN) in 1958 established ECA as one of the UN's five regional commissions. ECA's mandate is to promote the economic and social development of its member States, foster intra-regional integration, and promote international cooperation for Africa's development.

WHEREAS, **Implementing partner** is established as a **[insert type of organization]** with the mandate to **[insert description of Implementing Partner's mandate]**; and

WHEREAS, the following words shall have the following definitions:

“ECA’s contribution” is defined as the maximum amount of funds that ECA has committed to make available to the Implementing Partner to assist in the implementation of the Project as set out in paragraph 2 of Article II below;

“Instalment” is defined as the maximum amount of funds specified for each disbursement as set out in paragraph 1 of Article VI and Annex C Disbursement Schedule below;

“Disbursement request” is defined as the signed written request from the authorised representative of the Implementing Partner requesting the transfer of an instalment based on the reporting requirements as detailed under Article VI and reflected under the Implementation Schedule of Annex B;

“Expiration date” is defined as the final completion date for the Project to be fully implemented. The expiration date is reflected in Article XVII and the Implementation Schedule in Annex B below.

On the basis of mutual trust and in the spirit of partnership and collaboration, ECA and the Implementing Partner (collectively referred to as the “Parties” and individually as the “Party”) agrees as follows:

Article I Documents

1. This PCA consists of this document and the following Annexes that form an integral part of it:
 - (a) Annex A (“General Terms and Conditions”) in which the Implementing Partner is referred to as “Cooperating Entity”;
 - (b) Annex B (“Project Document and Work Plan”, including Implementation Schedule); and
 - (c) Annex C (“Budget”, including Disbursement Schedule).

2. The Parties agree that in the event and to the extent of any conflict between the terms and conditions set out in this PCA and the Annexes, or between any of the Annexes, this PCA shall prevail, followed by the Annexes in the order enumerated above.

Article II Objective and Scope

1. The purpose of this PCA is to establish the general terms and conditions under which the Parties shall collaborate to achieve the objectives set forth below for both ECA and the Implementing Partner through collaborative work. The technical expertise from both organizations, which shall be used in this collaboration, allows for a more effective and efficient utilization of resources made available by both ECA and the Implementing Partner.

2. Subject to their respective regulations, rules, policies, procedures and the availability of funds, the Parties shall collaborate to implementing in full in a timely, efficient and effective manner, the [insert title of project] (the “Project”), within the Programme [insert title of ECA’s Programme within which the Project falls].

3. The Programme [insert brief description of Programme].
4. The Project, (Annex B), aims at [insert brief description & overall objective of the Project].

Article III

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this PCA. The Parties agree to maintain a close working relationship in order to achieve the objectives of the Project.
2. The Parties shall keep each other informed of all relevant activities pertaining to the Project, and its implementation; and shall hold consultations every [insert number in words] ([insert number in figures]) months, or at any time as any Party considers it appropriate regarding the status of the project which shall include any circumstances that may affect the achievement of its objectives. Each of the Parties will designate a focal point for managing the collaboration between them and will inform the other of any changes or replacement of the designated focal point.
3. The Parties shall refrain from any action that may adversely affect the interests of the other party and shall fulfil their commitments with fullest regard for the terms and conditions of this PCA.

Article IV

ECA's Responsibilities

1. Under this PCA, ECA shall be responsible to:
 - (a) monitor the implementation of the Project;
 - (b) provide funds to the Implementing Partner up to a maximum amount of US\$[insert amount in figures] ([United States Dollars insert amount in words]) in accordance with the procedures set forth under Article VI;
 - (c) cooperate with the Implementing Partner by providing all necessary information and provide technical support for the implementation of the responsibilities allocated to it under the PCA subject to the rules, regulations and procedures of the United Nations;
 - (d) review and approve financial and project narrative reports submitted by the Implementing Partner;

- (e) [Insert brief outline of the other responsibilities of ECA in point form]

Article V Implementing Partner's Responsibilities

1. Under this PCA, the Implementing Partner shall be responsible for the implementation of the Project as described in Annex B, including:
- (a) Cooperate with ECA and cooperate with any UN audits or investigations relating to this PCA should an audit becomes necessary;
 - (b) Contribute funds to the project up to maximum amount of USD\$ in figures (in Word) to co-finance the [purpose of the PCA].
 - (c) Complete the responsibilities outlined in this PCA with diligence and efficiency per this agreement; and
 - (d) [Insert brief outline of the other specific responsibilities of the Implementing Partner
2. As part of its' responsibility, the Implementing Partner will ensure its' personnel meet the standards of qualification, technical expertise and professional competence necessary for the achievement of the Project's objectives.

Article VI Financial Arrangements

1. Funds provided in this PCA will come from project "[insert name of project]"; Grant No. [insert grant no/regular budget/RPTC]. As part of ECA's cooperation under this PCA, and in accordance with Annexes B and C, ECA shall provide to the Implementing Partner with funds up to a maximum amount of US\$[insert amount in figures] (United States Dollars [insert amount in words]) in accordance with the following schedule.

- (a) The first instalment of US\$[insert amount in figures] (United States Dollars [insert amount in words]), equivalent to [insert percentage] % of the maximum amount set out in this Article, shall be made available to the Implementing Partner after the signatures of the parties on this PCA have been affixed and upon receipt by ECA of a disbursement request;
- (b) A second instalment of US\$[insert amount in figures] (United States Dollars [insert amount in words]), equivalent to [insert percentage]% of the maximum amount set out in this Article, shall be made available upon satisfactory completion of the outputs as indicated in the Disbursement Schedule, and submission of a financial statement showing the use of funds disbursed under (a) above prepared by a certified financial authority of the Implementing Partner and after receipt of a disbursement request;

(c) A third... fourth.... [as agreed upon]

(d) A final instalment of US\$[insert amount in figures] (United States Dollars [insert amount in words]), equivalent to [insert percentage] % of the maximum amount set out in this Article, shall be made available upon satisfactory provision of the final outputs as indicated in the Disbursement Schedule, and submission of financial statement showing the use of funds received so far, prepared by a certified financial authority of the Implementing Partner and after receipt of a disbursement request.

2. ECA shall make the above disbursements within 30 (thirty) business days following the receipt of the appropriate disbursement request. These statements referred to above shall be itemized as instructed in Annex C. Supporting documents shall be available to ECA upon request.

3. Disbursements shall be made by ECA in United States Dollars to the following bank account:

Bank Name :[insert]
Bank Address :[insert]
Account Name :[insert]
Account Number :[insert]
Swift code or Sort code or IBAN number: [insert]

Corresponding Bank details (if applicable)

Bank Name :[insert]
Bank Address :[insert]
Account Name :[insert]
Account Number :[insert]
Swift code or Sort code or IBAN number: [insert]

4. ECA shall not make any disbursement for costs in excess of the maximum amount indicated in paragraph 1 above, or in any duly signed amendment, or which are otherwise not in accordance with this PCA. ECA will only be required to disburse the amount that ECA determines is due under the terms of this PCA after the receipt and approval of request for disbursement by the Implementing Partner. Expenses outside of the scope of the PCA or those deemed ineligible according to UN rules and regulations will not be considered unless prior approval has been obtained from ECA. Upon receipt of each instalment, Implementing Partner will provide ECA a written acknowledgement of the receipt of funds.

5. The Implementing Partner is authorized to make variations not exceeding 10% on any one budget line item as set out in Annex C, provided that the maximum amount set out in paragraph 1 above is not exceeded. Any variation exceeding that percentage must be previously approved in writing by ECA.

6. Upon written request and within thirty (30) days, the Implementing Partner shall refund to ECA, any funds provided in excess of the maximum amount set out in paragraph 1 above. Likewise, the Implementing Partner shall refund to ECA any unauthorized disbursements. ECA may also deduct such refunds from future disbursements due to the Implementing Partner to recover the funds in accordance with the UN rules and regulations, if ECA considers such actions appropriate and necessary.
7. The Implementing Partner shall report to ECA on any interest earned from funds received. Any accrued interest shall be used by the Implementing Partner for purposes of this Project.
8. Any refunds received by the Implementing Partner from a supplier for this project should be reflected on the financial statements of the Project as a reduction of disbursements on the budget component to which it relates.
9. Upon termination of this PCA, the Implementing Partner shall refund to ECA, within thirty (30) days of the date of termination, any unused funds including unused interest.

Article VII

Reporting Requirements, Maintenance of Records and Audit

1. The Implementing Partner shall prepare and submit to ECA, progress narrative and financial report every [insert number in words] ([insert number in figures]) months.
2. The Implementing Partner shall adhere to all the reporting requirements as set forth under Article VI. The Implementing Partner agrees that ECA shall not release any instalment payments under this PCA:
 - (a) Prior to the satisfactory review by ECA of the financial and implementation progress reports submitted;
 - (b) If the Implementing Partner has substantially deviated from the agreed plans and budgets as set forth in Annexes B and C; and
 - (c) If ECA finds any evidence of financial mismanagement of the Project funds.
3. Within 60 (sixty) days of the completion of the Project, the Implementing Partner (in consultation with and inputs by ECA, only if necessary), shall prepare and submit to ECA the final narrative and financial statements certified by an authorized financial authority of the Implementing Partner) on the outcome of the Project.
4. ECA further retains the right to have the records of the Implementing Partner reviewed and audited in accordance with the UN rules and regulations. This right may entail;

(a) The Implementing Partner shall cooperate with any requests received for inspection and audit of the Project from the United Nations Office of the Internal Oversight Services, or any other person duly authorized by ECA and cooperate with the United Nations Board of Auditors who may also carry out an audit of the Project;

(b) The Implementing Partner shall keep current and accurate records and documents showing details of all expenditures incurred with the funds made available by ECA. The records need to ensure that all expenditures are in conformity with the provisions of the Project Document and Work Plan and Project Budgets. For each disbursement received, proper supporting documentation shall be maintained. Proper documentation includes original invoices, bills, receipts pertinent to the transaction and all other documents relating to procurement activities; and

(c) The Implementing Partner shall maintain the records relating to the Project for a period of at least six (6) years past the termination date, unless otherwise agreed upon between the Parties.

Article VIII
Notices

1. All correspondence including notices related to this PCA shall be in writing and unless otherwise agreed by the Parties, shall be addressed to the following authorized representatives of the Parties:

| <u>For ECA:</u> | <u>For Implementing Partner:</u> |
|--|--|
| Name: Yuko Naab Title: Chief Partnerships and Resource Mobilisation, Office of the Executive Secretary Address: ECA, P.O. Box 3001 Addis Ababa, Ethiopia Telephone No.: +251115445026 Email: yuko.naab@un.org and eca-oespartnership@un.org | Name: [insert] Title: [insert] Address: [insert] Telephone No.: [insert] Email Address: [insert] |

2. The persons responsible for the implementation of activities under this Agreement are:

| <u>For ECA:</u> | <u>For the Implementing Partner:</u> |
|--|--|
| Name: [insert] Title: [insert] Address: [insert] Telephone No.: [insert] Email Address: [insert] | Name: [insert] Title: [insert] Address: [insert] Telephone No.: [insert] Email Address: [insert] |

Article IX
Settlement of Disputes

1. The Parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of the interpretation or application of this PCA. Where the Parties wish to seek an amicable settlement through conciliation, the conciliation will take place in accordance with the the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules, or according to such other procedure as may be agreed between the Parties.

2. Any dispute, controversy or claim between the Parties arising out of this PCA which is not settled amicably in accordance with the foregoing paragraph shall be submitted within (60) days at the request of either Party for final determination to an arbitral tribunal under the UNCITRAL Arbitration Rules then in force. The place of arbitration will be determined by the Parties at a later stage. The Arbitral Tribunal will consist of three arbitrators. The Arbitral Tribunal will have no authority to award punitive damages. The Parties will be bound by any arbitration award rendered as a result of such arbitration, as the final adjudication of any controversy, claim or dispute.

Article X
Privileges and Immunities

Nothing in or relating to this PCA shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations.

Article XI
Anti-Corruption

ECA has a zero-tolerance policy against fraudulent, corrupt, collusive, coercive, unethical and obstructive practices which is consistent with the principles of the United Nations Convention against Corruption (“UNCAC”). Consistent with that policy, ECA will use all reasonable efforts to ensure or require that employees, subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project do not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Implementing Partner or the Project, including by assisting any party to secure an improper advantage.

Article XII
Anti-Terrorism

Consistent with United Nations Security Council resolutions relating to terrorism, including, but not limited to S/RES/1269 (1999), S/RES/1368 (2001), and S/RES1373 (2001), the Parties are committed to the international fight against terrorism and, in particular, against the financing of terrorism. It is the policy of the ECA to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. Accordingly, Implementing Partner will use all reasonable efforts to ensure that none of the Funds under the PCA are used, directly or indirectly, in support of any activities with persons or entities associated with terrorism, as identified on the Consolidated United Nations Security Council Sanctions List <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

Article XIII Sexual Exploitation

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

Article XIV Termination

This PCA may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate in accordance with the procedures set forth under section 10.0 of Annex A, General Terms and Conditions.

Article XV Amendments

1. This PCA may be modified by written PCA between the Parties hereto in accordance with the procedure set forth under section 16.0 of Annex A, General Terms and Conditions before 30 days of expiration of the agreement.
2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in Article XVII below, will be necessary to achieve the objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on extending the period of the PCA and setting a new

termination date. Upon agreement on a specific later date, the Parties shall conclude an amendment to this effect, in accordance with clause 1 of this Article.

Article XVI
Counterparts and Electronic Signatures

Except as may be prohibited by applicable law or regulation, this PCA and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed as an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

Article XVII
Title of Equipment

Title to any equipment and supplies that may be furnished by ECA or procured through ECA funds shall rest with ECA until such time as ownership thereof is transferred. Except for equipment whose title has been transferred, all other equipment shall be returned to ECA at the conclusion of the project. Such equipment, when returned to ECA, shall be in the same condition as when delivered to the Implementing Partner, subject to normal wear and tear. The Implementing Partner shall be liable to compensate ECA for equipment determined to be damaged or degraded beyond normal wear and tear.

Article XVIII
Entry into Force

This PCA shall enter into force upon signature by the Parties, being effective from the date of the latest signature, and shall remain valid for a period of **number in words (number in figures)** months, or unless earlier terminated by either Party in accordance with Article XIV above.

IN WITNESS WHEREOF the undersigned duly authorized representatives of ECA and the **Implementing Partner**, have signed this PCA in two original copies at the place (s) and on the date (s) below written.

| For ECA | For the Implementing Partner |
|--|--|
| _____ Mr. Carlos Haddad Director, Division of Administration | _____ [insert name] [insert title] |

Place: Addis Ababa, Ethiopia.

Date: _____

Place: _____

Date: _____



Annex A

GENERAL TERMS AND CONDITIONS

1.0 LEGAL STATUS OF THE PARTIES

The Cooperating Entity's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of ECA or the United Nations.

2.0 COOPERATING ENTITY'S RESPONSIBILITY FOR EMPLOYEES

The Cooperating Entity shall be responsible for the professional and technical competence of its employees and will select, for work under this PCA/Contract, reliable individuals who will perform effectively in the implementation of this PCA/Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

3.0 ASSIGNMENT

The Cooperating Entity shall not assign, transfer, pledge or make other disposition of this PCA/Contract or any part thereof, or any of The Cooperating Entity's rights, claims or obligations under this PCA/Contract except with the prior written consent of ECA.

4.0 SUB-CONTRACTING

In the event the Cooperating Entity requires the services of sub-contractors, the Cooperating Entity shall obtain the prior written approval and clearance of ECA for all sub-contractors. The approval of ECA of a sub-contractor shall not relieve the Cooperating Entity of any of its obligations under this PCA/Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this PCA/Contract.

5.0 INSURANCE AND LIABILITIES

5.1 For the duration of this Agreement, the Cooperating Entity shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this PCA/Contract.

5.2 For the duration of this Agreement, the Cooperating Entity shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this PCA/Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Cooperating Entity or its agents, servants, employees or sub-contractors performing work or services in connection with this PCA/Contract

5.3 Upon request, the Cooperating Entity shall provide ECA with satisfactory evidence of the insurance required under this Article.

6.0 ENCUMBRANCES AND LIENS

The Cooperating Entity shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations and ECA against any monies due or to become due for any work done or materials furnished under this PCA/Contract, or by reason of any other claim or demand against the Cooperating Entity or the United Nations.

7.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

7.1 The Parties agree that there are no joint intellectual property rights implied under this PCA/Contract.

7.2 Entitlement to all intellectual property rights arising from this PCA/Contract including but not limited to, patents, copyrights and trademarks, with regard to materials produced and published by either of the Parties pursuant to the provisions under this PCA/Contract and/or later amendments, supplements, or agreements or modifications shall be agreed upon in advance in writing by both Parties and shall comply with the respective organization's rules and regulations.

8.0 USE OF NAME AND PUBLICITY

8.1 The Cooperating Entity agrees to not use the UN name, any abbreviation thereof, or emblem, in connection with its operations, affairs or otherwise, without the UN's prior written permission. Use of the United Nations emblem on non-official documents and publications, including publicity material is expressly prohibited. Under no circumstances shall authorization be provided to use the UN name, any abbreviation thereof, or emblem for commercial purposes, or for use in any manner that suggests an endorsement by ECA of the Cooperating Entity or the Cooperating Entity's products and/or services.

8.2 The Cooperating Entity acknowledges that it is familiar with the independent, international, and impartial status of the United Nations, including the ECA and recognizes that the United Nations' or the ECA's name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the United Nations, including the ECA.

8.3 The Parties agree to recognize and acknowledge the collaboration under this PCA/Contract, as appropriate and is allowed by the respective organization's rules and regulations. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement. This agreement shall be in writing and in compliance with each organization's rules and regulations.

9.0 CONFIDENTIALITY

9.1. Each Party acknowledges and agrees that any and all information relating to the other Party's business, including, without limitation, the contents of this PCA/Contract, technical processes and formulas, source codes, names, addresses and information about users and advertisers, product designs, sales, costs and other unpublished financial information, product plans, and marketing data (the "Confidential Information") is confidential and proprietary information of the Party providing it.

9.2. Subject to the rules and regulations of each party's organization, the confidentiality of any information pertaining to any corporation, individual or group of beneficiaries of activities governed by this PCA/Contract and subsequent agreements shall be strictly and fully respected.

9.3. Neither Party, shall release any such confidential materials to third parties without the prior written consent of the other Party, except as may be required by law (when applicable), or the rules and regulations of the respective organization.

9.4 Each Party agrees that it shall take reasonable steps, at least substantially equivalent to the steps as it takes to protect its own Confidential Information, for a period of five (5) years from the date the Confidential Information was disclosed by the other Party, to prevent disclosure of any such Confidential Information, other than to its employees or agents who must have access to such information to perform the initiatives and activities agreed hereunder.

10.0 TERMINATION

10.1 Either party may terminate this PCA/Contract for cause, in whole or in part, upon thirty (30) days' notice, in writing, to the other party.

10.2 ECA may terminate forthwith this PCA/Contract at any time should the mandate or the funding of the Project be curtailed or terminated, in which case the Cooperating Entity shall be reimbursed by ECA for all reasonable costs incurred by the Cooperating Entity prior to receipt of the notice of termination.

10.3 In the event of any termination by ECA under this Article, no payment shall be due from ECA to the Cooperating Entity except for work and services satisfactorily performed in conformity with the express terms of this PCA/Contract.

10.4 Should the Cooperating Entity be adjudged bankrupt, or be liquidated or become insolvent, or should the Cooperating Entity make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Cooperating Entity, ECA may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this PCA/Contract forthwith. The Cooperating Entity shall immediately inform ECA of the occurrence of any of the above events.

11.0 NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under this PCA/Contract or otherwise, shall not be deemed for any purpose to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any obligations under this PCA/Contract.

12.0 TAX EXEMPTION

12.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that United Nations, including ECA, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemption of ECA from such taxes, restriction, duties or charges, the Cooperating Entity shall immediately consult with ECA to determine a mutually acceptable procedure.

12.2 The Cooperating Entity authorizes ECA to deduct from the Cooperating Entity's invoice any amount representing such taxes, duties or charges, unless the Cooperating Entity has consulted with ECA before the payment and ECA has, in each instance, specifically authorized the Cooperating Entity to pay such taxes, duties or charges under protest.

13.0 OFFICIALS NOT TO BENEFIT

The Cooperating Entity warrants that it has not and shall not offer to any representative, official or employee, or other agent of the United Nations or ECA any direct or indirect benefit arising from or related to the performance of this PCA/Contract or of any other PCA/Contract with ECA or the award thereof, or for any other purpose intended to gain an advantage for the Cooperating Entity.

14.0 OBSERVANCE OF THE LAW

The Cooperating Entity shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this PCA/Contract including the United Nations rules, regulations and procedure that is referred to in this PCA/Contract.

15.0 CHILD LABOUR

The Cooperating Entity represents and warrants that neither it, its parent entities (if any), nor any of the Cooperating Entity's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the Child's health or physical, mental, spiritual, moral, or social development.

16.0 TITLE TO EQUIPMENT FURNISHED BY ECA TO THE COOPERATING ENTITY

Title to any equipment and supplies that may be furnished by ECA to the Cooperating Entity for the performance of any obligations under this PCA/Contract shall rest with ECA, and any such equipment shall be returned to ECA at the conclusion of this PCA/Contract or when no longer needed by the Cooperating Entity. Such equipment, when returned to ECA, shall be in the same condition as when delivered to the Cooperating

Entity, subject to normal wear and tear, and the Cooperating Entity shall be liable to compensate ECA for the actual loss of, damage to, or degradation of equipment that is beyond normal wear and tear.

17.0 AUTHORITY TO MODIFY

No modification or change in this PCA/Contract shall be valid and enforceable against ECA unless provided by an amendment to this PCA/Contract signed by the Cooperating Entity and a duly authorized official of ECA by 30 days before the expiration of this agreement.

ANNEX B

THE PROJECT DOCUMENT AND IMPLEMENTATION SCHEDULE/WORK PLAN

PROJECT DOCUMENT

[GUIDANCE NOTES ONLY: The Project Document should be a detailed narrative of the Project that ECA is contributing towards the implementation of. It brings together all the key information required for the successful implementation of the Project. It details among others, the background for the Project, project objectives, project outcomes and outputs, logical framework matrix, technical considerations where applicable e.t.c. An example of a LogiFrame is provided for reference and guidance. Similarly, the headings below are not exhaustive and are merely provided as a guide.]

1. BACKGROUND

[insert text]

2. PROJECT OBJECTIVES

[insert text]

3. PROJECT OUTCOMES AND OUTPUTS

[insert text]

TABLE 1: LOGICAL FRAMEWORK MATRIX

SAMPLE LOGICAL FRAMEWORK MATRIX

| GOAL: Strengthened resilience to water-related shocks 8,439 households in 34 communities by 31st March, 2019 | | | |
|--|--|---|--|
| NARATIVE SUMMARY OF OBJECTIVES AND OUTPUTS | OBJECTIVELY VERIFIABLE INDICATORS (OVI) | MEANS OF VERIFICATION (MOV) | ASSUMPTIONS & MAJOR RISKS |
| OUTCOME 1: Reduce the incidence of water-related risks | % of households with sufficient drinking water from improved sources | Periodic verification of project performance records and log sheets kept by drilling staff | Aquifers with good quality and quantity of water are accessible at a reasonable cost 90% chance of striking a positive borehole) |
| | % of households with access to flood resistant water facilities | | |
| Output 1.1: Increased access to safe water for households | # of successful boreholes constructed | Periodic analyses of data collected monthly using tools for measuring coverage and reach managed by community volunteers under the supervision of state technical officers. | High illiteracy rate will not hinder the determination of women to play leadership roles People with promising talent who have been trained as trainers stay sufficiently long time in their communities to fulfil their assigned missions Limited drilling opportunities for WV equipment in some regions |
| | # of boreholes successfully repaired and rehabilitated | | |
| | # of hand pumps and platforms rehabilitated | | |
| | # of mechanized systems provided | | |
| ACTIVITIES | | | |
| Activity 1.1.1: Rehabilitate, repair and airlift 30 boreholes. | | | |
| Activity 1.1.2: Repair 2 hand-dug wells | | | |
| Activity 1.1.3: Drill 31 new boreholes (including development, pump testing, and supply and installation of hand-pumps) | | | |
| Activity 1.1.4: Perform pump testing and water quality testing for 31 new boreholes | | | |
| Activity 1.1.5: Extension of existing network by 3 km | | | |
| Activity 1.1.6: Install 4 tanks with water points | | | |
| Output 1.2: Water facilities are convenient | # of water points accessible to disabled persons | Quarterly monitoring of daily class attendance registers kept | Lack of critical mass of users to operate above break-even point. |

| | | | |
|---|---|--|---|
| and responsive to gender and disability. | | by primary school teachers and headmasters | |
| | # of water lifting devices that are responsive to the needs of the most vulnerable (women, children and disabled) | Analyses of data collected monthly using tools for measuring coverage and reach managed by community volunteers under the supervision of state technical officers | |
| ACTIVITIES | | | |
| Activity 1.2.1: Mechanize 4 boreholes with electrical pumps and piped water systems | | | |
| Activity 1.2.2: Mechanize 1 borehole with solar pumps and piped-in water systems a | | | |
| OUTCOME 2: Improve community governance of land and water resources | 80% of communities have functional water/sanitation committees | Quarterly verification of membership lists and meeting attendance records | Market size of spare parts is too small and cannot support many distributors. Yet no single distributor will be able to ensure efficient market coverage. |
| | % of committees that show proof of maintaining/repairing water facilities | | |
| Output 2.1 Sustainable and climate-change-resistant water management systems | % of water facilities functioning all year round | Analyses of data collected monthly using tools for measuring coverage and reach managed by community volunteers under the supervision of state technical officers. | Prices of imported material and inputs are not inflated beyond the means of the poor |
| | # of Water and Sanitation committees trained | | |
| ACTIVITIES | | | |
| Activity 2.1.1: Build 2 resilient flood proof aprons and slabs around boreholes | | | |
| Activity 2.1.2: Build 16 flood resilient aprons around boreholes | | | |
| Activity 2.1.3: Organize community sensitizations in 34 communities | | | |
| Output 2.2: Strengthened community capacity for | 50% of community structures show proof of partnership with District authorities | Analyses of data collected monthly using tools for measuring coverage and reach | |

| | | | |
|---|---|--|--|
| improved water interventions | Number of pump maintenance volunteers trained | managed by community volunteers under the supervision of state technical officers. | |
| | % of communities partnering with district engineers | | |
| ACTIVITIES | | | |
| Activity 2.2.1: Provide 6-day modular training for CBOs in community-based management systems (water committees, borehole maintenance, savings groups, governance) | | | |
| Activity 2.2.2: Set up platforms for monitoring of water facilities through mobile phone technology. | | | |
| Activity 2.2.3: Enroll community leaders in mobile monitoring systems. | | | |
| Activity 2.2.4: Provide 3 day modular training for community groups (governance and cost recovery). | | | |
| Activity 2.2.5: Provide tool kits to 13 community groups initiating savings schemes for sustainable borehole management. | | | |
| Activity 2.2.6: Provide 11 maintenance volunteers with pump repair tool kits. | | | |

TABLE 2: IMPLEMENTATION SCHEDULE/WORK PLAN

[GUIDANCE NOTES ONLY: This schedule links back to section B of the Request Form and paragraph 1 of Article VIII of this PCA. As the main tool/reference check of whether a partner is satisfactorily performing the related activities or tasks with regards to the Project, the Implementation Schedule/Work Plan should contain timelines for the different activities and outputs relating to the overall objective of the Project and their due dates. An example of an Implementation Schedule is provided hereunder for guidance and ease of reference. Please delete and insert a schedule specific to your Project.]

The implementation of the Project is envisaged over a [insert number] month time-frame from [insert month and year] to [insert month and year]. The schedule is shown below. All activities under the Project will be completed by [insert month and year].

IMPLEMENTATION SCHEDULE [Adjust as needed]

| Description | Year | | | | | | Year | | | |
|---------------------|------|-----|-----|-----|-----|-----|------|-----|-----|-------|
| | Jul | Aug | Sep | Oct | Nov | Dec | Jan- | Feb | Mar | April |
| OUTPUT 1: | | | | | | | | | | |
| Activity 1.1: | | | | | | | | | | |
| Activity 1.2: | | | | | | | | | | |
| Activity 1.3: | | | | | | | | | | |
| OUTPUT 2: | | | | | | | | | | |
| Activity 2.1 | | | | | | | | | | |
| Activity 2.2 | | | | | | | | | | |
| OUTPUT 3 3.: | | | | | | | | | | |

| | | | | | | | | | | |
|-------------------|--|--|--|--|--|--|--|--|--|--|
| Activity 3.1 | | | | | | | | | | |
| Activity 3.2 | | | | | | | | | | |
| Activity 3.3 | | | | | | | | | | |
| Output 4 : | | | | | | | | | | |
| Activity 4.1 | | | | | | | | | | |
| Activity 4.2 | | | | | | | | | | |

ANNEX C

BUDGET INCLUDING THE DISBURSEMENT SCHEDULE

TABLE 1: BUDGET

[GUIDANCE NOTE ONLY: From the outset, it should be noted that the UN including ECA is NOT a donor entity thus it collaborates with Implementing Partners to contribute towards projects. The Implementing Partner MUST therefore make some contribution to the Project, whether in cash or in kind, contribution which must be reflected in the Budget.

The budget is an itemized description of the financial plan. It outlines how much each activity under the Project will cost, thus arriving at the total value of the Project. The budget is broken down to budget lines that incorporate the cost of each activity/output under the Project.]

| | Activities | ECA's Contribution (in US\$) | [insert acronym of partner]'s Contribution | Total (US\$) |
|--|--------------|------------------------------------|--|--------------|
| | Activity 1.1 | | | |
| | Activity 1.2 | | | |
| | Activity 2.1 | | | |
| | Activity 2.2 | | | |
| | Activity 3.1 | | | |

| | | | | |
|--------------|--|--------------|--|--|
| Activity 3.2 | | | | |
| | | TOTAL | | |

TABLE 2:DISBURSEMENT SCHEDULE

GUIDANCE NOTE ONLY: The Disbursement Schedule is a table that sets out the amount and percentage for each instalment, the conditions pegged to disbursements and the expected time of the disbursement.

This schedule links back to paragraph 1 of Article VI of this PCA for amounts, outputs and other requirements expected as a precondition to the disbursement of each instalment. It must therefore reflect what is contained in Article VI as well as be in harmony with the Implementation Schedule under Annex B in terms of the timelines for the activities and outputs pegged to each disbursement.

| Instalment Number | Percentage (%) | Amount (US\$) | Outputs | Due date (Month & Year) | Anticipated Disbursement Date (Month & Year) |
|--------------------------|-----------------------|----------------------|---|------------------------------------|---|
| First | | | Upon: <ul style="list-style-type: none"> • Signature of this PCA. • Receipt by ECA of a disbursement request. | | |

| | | | | | |
|--------------|-------------|--|--|--|--|
| Second | | | <p>Upon completion of the following activities and submission of the following outputs:</p> <ul style="list-style-type: none"> • [insert] • [insert] | | |
| Third | | | <p>Upon completion of the following activities and submission of the following outputs:</p> <ul style="list-style-type: none"> • [insert] • [insert] | | |
| TOTAL | 100% | | END/COMPLETION OF PROJECT | | |