

DRAFT FOR THE PURPOSES OF PRESENTATION ONLY

GRANT AGREEMENT UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

(hereafter: this "Agreement")

PREAMBLE:

- i. The Office of the United Nations High Commissioner for Refugees ("UNHCR") is a subsidiary organ of the United Nations, established by the United Nations General Assembly Resolution 319 (IV) of 3 December 1949, whose objectives are established in the Statute of the Office of the United Nations High Commissioner for Refugees adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950.
- ii. UNHCR recognizes the work and role of the PoC-Partner, identified in the Information Schedule in Section 6 of the Specific Conditions of Contract (the "PoC-Partner"), in responding to challenges and assuming a leadership role within the relevant community, and wishes to contribute financial resources and capacity-development to support the PoC-Partner's work.
- iii. UNHCR and the PoC-Partner (each referred to as "Party" and together as "the Parties") wish to enter into a partnership based on a shared humanitarian commitment to the protection and empowerment of persons of concern to UNHCR.

THE PARTIES HAVE AGREED AS FOLLOWS:

SPECIFIC CONDITIONS OF CONTRACT

Section 1 - Partnership

This Agreement sets out the terms and conditions of the partnership between the Parties. UNHCR will provide financial resources to the PoC-Partner as specified in the Information and Signature Schedule (the "Information Schedule") in Section 6 below. The PoC-Partner accepts these financial resources to carry out activities under its own responsibility in accordance with Annex A and Annex B.

Section 2 – Agreement Documents

This Agreement consists of (i) these Specific Conditions of Contract (the "Specific Conditions"), including the Information Schedule, (ii) the General Conditions of Contract for Grant Agreements (the "General Conditions") identified in the Information Schedule in Section 6 below, (iii) Annex A (Description of Activities) attached hereto, (ii) Annex B (Budget) attached hereto, (iii) Annex C (Code of Conduct) attached hereto, and (iv) any additional annexes specified under the item "Additional Annexes" in the Information Schedule in Section 6 below, which are incorporated herein by reference.

Section 3 - Privileges and Immunities

Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges or immunities enjoyed by the United Nations or by UNHCR.

Section 4 - Settlement of Disputes

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Agreement or the breach, termination or invalidity therof. Any dispute, controversy or claim that is not settled amicably within 60 days after receipt by one Party of the other Party's written request for such amicable settlement, shall be submitted to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. Any award rendered pursuant to such arbitration shall be accepted as a final adjudication by the Parties to which they hereby agree to be bound.

Section 5 - Entry into Force

The Agreement enters into force on the date it is signed by the last of the Parties. If the implementation of activities began at an earlier agreed date as indicated in the Information Schedule in Section 6 below, then this Agreement shall govern the relationship between the Parties as of such earlier date.

Section 6 - Agreement Information and Signature Schedule (the "Information Schedule")

The "Agreement Information and Signature Schedule" below sets forth the relevant information for items referred to in the relevant clauses of the Agreement:

Project title and agreement symbol

Title	
Symbol	DJI01 / 2022 / 0000000128 / 000
	All documents related to Project activities, including correspondence, reports and financial records relating to this Agreement and its implementation, shall bear this Agreement Symbol.

Parties

The Office of the United Nations High Commissioner for Refugees ("UNHCR")
And
(the "PoC-Partner")
both, collectively, referred to as "Parties"

PoC Partner

The PoC-Partner is a not-for-profit entity that is <u>registered</u> in the country where this Agreement will be performed, or, if registered in another country, authorized under the laws of the country where this Agreement will be performed to operate in that country. The PoC-Partner is established in accordance with the laws of its country of

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registration as an autonomous and independent entity whose purpose and activities are defined in its organization documents, a copy of which has been shared with UNHCR. The PoC-Partner holds a bank or mobile money account under its own name in the country where this Agreement will be performed.

Agreement Term

Implementation start date	01-02-2022
Completion date	30-04-2022

Basic Descriptive Data

Budget Year:	2022
Partner Code:	
Cost Centre(s):	
Pillar(s):	Pillar 1 - Refugee Programme
Situation(s):	1900 Annual Budget ExCom
Operation:	DJI ABC
Impact Area(s):	8 Empowering communities and achieving gender equality
Impact Statement(s):	8DJA03 Empowering Communities and Achieving Gender
	Equality
Outcome Area(s):	K Education
Outcome Statement(s):	KDJA008 Education
Output Statement(s):	KDJA008100 Education

Financial Contribution

Amount of the Grant:	}
Currency	USD

Bank Account Details - Primary Account

Bank Name	
Bank Address	
Name of Account (must be the official name of the partner)	
Account title, number and address	
Currency	

Reporting Requirement

Report Type	Due Date
	15-05-2022

UNHCR – Contact person

Name	
Title	
Mailing address	
Email address:	
Phone Number:	

PoC Partner - Contact person

Name	
Title	
Mailing address	
Email address:	
Phone Number:	

General Conditions of Contract

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General Conditions of Contract for Grant Agreements with PoC-led <u>Organizations</u> (version 1.0 – April 2021) available at <Partner Portal hyperlink>

Additional Annexes		

SIGNED IN 2 ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:

	For UNHCR:	For the Partner:
Signature:		
Name:		
Title:		
Date:	01-02-2022	03-02-2022
Place:		