

AGREEMENT
between
THE UNITED NATIONS
Office for the Coordination of Humanitarian Affairs (OCHA)
and
[NAME ORGANIZATION]

Whereas the United Nations Office for the Coordination of Humanitarian Affairs (hereinafter referred to as “OCHA”) and **[NAME ORGANIZATION]** (hereinafter referred to as “the Agency”) are committed to the objectives and principles of humanitarian assistance, and share the vision of working together in a coordinated manner.

Whereas OCHA has been entrusted by its donors with certain resources, available under the Trust Fund For Disaster Relief (sub-account for Pakistan - Emergency Response Fund) that can be allocated for relief activities; is accountable to its donors for the proper management of these funds; and can, in accordance with the UN Financial Regulations and Rules and the UN policies as stipulated by the General Assembly and the Secretary-General, make available such resources for relief activities;

Whereas the Agency is apolitical and not profit-making, has demonstrated the capacity required to implement the activities involved in this Agreement, and has agreed that they shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in a spirit of friendly cooperation, the Agency and OCHA have entered into the present Agreement (hereinafter referred to as “the Agreement”).

Article I. Duration of Present Agreement

1. The terms of the present Agreement shall commence upon signatures by both parties, the date of the last signature thereof taking precedence, and expire on **[DATE, OCHA TO FILL IN]** unless earlier terminated in accordance with article XIII hereto, or extended in accordance with article XVII hereto.

Article II. General Responsibilities of the Parties

1. The Agency shall, with due diligence and efficiency, implement the project **ERF-DMA-0487-00X-OCHA TO FILL IN [Project Title]** described in Annex A hereto (hereinafter referred to as “the Project”) and ensure that the funds and any supplies, equipment and other materials provided by OCHA are only used for this purpose.

2. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement.

3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult regularly on the status of its implementation. The Agency shall facilitate visits by OCHA or any other person duly authorized in writing by OCHA to the Project site(s) to review the progress and achievement of the Project during its period of implementation and thereafter.

Article III. Copyrights, Patents and Other Proprietary Rights

1. Unless otherwise agreed upon in writing, OCHA shall be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights, and trademarks, with regard to maps, drawings, photographs, plans, reports, documents, products and all other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the present Agreement.

2. All decisions regarding publication with regard to products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of the present Agreement shall be made by OCHA in accordance with its sectoral policy on information management for emergency relief assistance. In the event that OCHA authorizes the Agency to publish articles or results of studies based on the activities financed by the Fund, the Agency shall furnish OCHA with a copy of the proposed publication for the UN's approval, in each case, before publication. The Agency shall secure a copyright of such publication in the name of the UN.

3. The Agency may not communicate at any time to any other person, Government or authority external to the UN, any information known to it by reason of its association with OCHA which has not been made public except with the authorization of OCHA. In any event, such information shall not be used for individual advantage or profit.

4. The Agency may only use the name and emblem of OCHA in direct connection with the Project and subject to prior written consent of the UN.

Article IV. Personnel Requirement

1. The Agency shall be fully responsible for all services performed by its Personnel. The Agency shall ensure that all relevant labour laws are observed and shall provide and thereafter maintain all appropriate medical and life insurance for its Personnel in connection with the Agreement.

2. The Agency shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Project Objectives.

3. The Agency's Personnel shall not be considered in any respect as being the employees or agents of OCHA. OCHA does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by the Agency's Personnel as a result of their work pertaining to the Project.

Article V. Supplies, Equipment, Materials and Procurement

1. All non-expendable equipment furnished or financed by OCHA shall remain the property of OCHA and shall be returned by the Agency to OCHA within thirty (30) days of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur, unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item, which has a purchase price of US\$1,500 or more, or the equivalent in local currency at the United Nations official rate of exchange on the date of purchase, and with an anticipated serviceable life of at least five years.

2. The Agency shall be responsible for the proper custody, maintenance and care of all non-expendable equipment during Project implementation and prior to its return to OCHA. During implementation of the Project, the Agency shall, for the protection of such non-expendable equipment, obtain insurance pursuant to Article VI below in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

3. OCHA may place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by OCHA.

4. In cases of damage, theft or other losses of supplies, equipment and other materials furnished or financed by OCHA, the Agency shall provide OCHA with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the supplies, equipment and other materials. After becoming aware of damage, theft or other losses of supplies, equipment and other materials, the Agency shall use its best efforts to seek recovery under the applicable insurance.

5. The Agency shall ensure that its procedures for awarding contracts and for the purchase or hire of goods, equipment, other commodities and services under the present Agreement safeguard the principles of highest quality, economy and efficiency, and that the placing of orders shall be based on an assessment of competitive quotations, bids, or proposals, unless otherwise agreed to by OCHA.

6. OCHA shall make every effort to assist the Agency clearing all supplies, equipment and other materials through customs at places of entry into the country (ies) where the Project is to take place.

7. The Agency shall maintain complete and accurate records of supplies, equipment and other materials purchased with the funds made available by OCHA and shall take periodic physical inventories. The Agency shall provide OCHA annually with the inventory of such supplies, equipment and other materials, and at such time and in such form as OCHA may request.

Article VI. Insurance and Liabilities to Third Parties

1. The Agency shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the implementation of the Project under the Agreement.

2. The Agency shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its Personnel to cover claims for personal injury or death in connection with the Agreement.

3. The Agency 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 the Agreement or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Agency or its Personnel performing work or services in connection with the Agreement. The Agency shall provide and thereafter maintain all other types of insurance and in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

4. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- a. Name OCHA as additional insured;
- b. Include a waiver of subrogation of the Agency's rights to the insurance carrier against OCHA;
- c. Provide that OCHA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

5. The Agency shall, prior to the start of the Agreement, provide OCHA with satisfactory evidence of the insurance required under this Article.

6. All insurance required under this Article shall be obtained through insurers reasonably satisfactory to OCHA. All policies shall be primary without right of contribution from any other insurance, which may be carried by OCHA.

Article VII. Financial and Operational Arrangements

1. The Project Budget for the proposed activities submitted by the Agency requests resources (hereinafter referred to as "the Fund") up to the maximum amount of **US\$XXX OCHA TO FILL IN** for the duration of the Agreement.

2. Funding to support this project will be released to the Agency in installments as follows: a first installment of **US\$XXX OCHA TO FILL IN** will be released within 10 working days following the signing of the Agreement. Any subsequent instalments will be released when substantive and financial reports and other agreed upon documentation, as referenced in Articles IX and X, below, have been submitted to and accepted by OCHA as showing satisfactory management and use of the Fund. Such additional funding is not guaranteed under the terms of this agreement.

3. All instalments to be released under the present Agreement shall be made to the following bank and account:

Name of Bank:	XXX
Address of Branch:	XXX
Full Account Number:	XXX
Precise Denomination of the Account Holder:	XXX
Account Title:	XXX
IBAN:	XXX
SWIFT:	XXX
USA Routing No.	XXX

4. Interest will be apportioned annually to the undisbursed balance of funds which have been received in accordance with paragraph 2 above. The Agency shall keep at the UN's disposal any interest accrued on the undisbursed balance of funds received according to paragraph 2 above. Its use will be subject to OCHA approval.

5. The Agency shall be authorized to make variations not exceeding ten (10) per cent on any one line item of the Project Budget, provided that the total Project Budget allocated by OCHA is not exceeded. Any variations exceeding ten (10) per cent on any one line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval in writing by OCHA. OCHA shall not be liable for any expenditure incurred in excess of its contribution as specified in this Agreement.

6. Any portion of the Fund that is unspent, as well as any unused interest accrued on the undisbursed balance of funds received according to paragraph 2 above, shall be returned to OCHA within thirty (30) days of the expiration or termination of the present Agreement or the completion of the Project, whichever is first to occur.

7. In the event that the Agency receives additional funding for the same purpose in the country(ies) where the Project takes place from any source other than OCHA, the Agency shall immediately advise OCHA of the following: source of funding; amount of funding; activities covered by the additional funding or intended application of the additional funds; and period that the additional funding is intended to cover (i.e. start and end dates of the funding if applicable).

Article VIII. Maintenance of Records

1. The Agency shall collect and keep readily accessible information and documentation on the progress implementation of the Project and the use made of the Fund. To this end, the Agency shall maintain separate accounts recording all receipts and expenditure under this Project relating to the Fund and ensure that any obligations entered into and all disbursements made are satisfactorily documented. For each payment a voucher shall be established showing the Project symbol, the name of the payee, the amount, purpose and date of disbursement. Bills, invoices, receipts and such other documentation pertinent to the transaction will be attached to the voucher in support thereof. These vouchers and the supporting documentation will be systematically filed in dossiers specifically established to house project financial documentation.

2. Upon expiration or termination of the Agreement, the Agency shall maintain the records for a period of at least five (5) years, unless otherwise agreed upon between the Parties.

Article IX. Substantive Report

1. The Agency shall submit to OCHA a final substantive report detailing achievements, constrains, and impact with regard to the utilization of the Fund for the Project within two month of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur, no later than

[DATE, OCHA TO FILL IN]. The final substantive report shall describe how and to what extent the Fund was used in the context of the overall contributions to the Project.

Article X. Financial Report

1. Within two (2) months of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur, the Agency shall submit a final financial statement reflecting the expenditures incurred for the project. It will also include an inventory of supplies and equipment purchased utilizing the grant. This final financial statement shall be due by **[DATE, OCHA TO FILL IN]** and shall be certified by a qualified auditor. It shall list the amounts received and expended utilizing the standard form "Financial Statement on Income and Expenditures from Funds Allocated from the Trust Fund for Disaster Relief Assistance (sub-account for Pakistan - Emergency Response Fund)", attached hereto as Annex B

Article XI. Audit Requirements

1. The Project shall be audited at least once during its lifetime, but may be audited annually, in consultation between the Parties. OCHA, through its Local Service Provider (LSP), will contract the auditors of a qualified audit firm, which shall produce an audit report, based on established terms of reference. Any fees, expenses or financial costs in connection with such audits will be funded through the Humanitarian Response Fund/Emergency Response Fund.

2. Notwithstanding the above, OCHA shall have the right, at its own expense, to audit or review such Project-related books and records as it may require, and have access to the books and record of the Agency, as necessary.

Article XII. Responsibility for Claims

1. The Agency shall indemnify, hold and save harmless, and defend, at its own expense, OCHA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Agency, or the Agency's Personnel, in the performance of the Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Agency or its Personnel. The obligations under this paragraph do not lapse upon expiration or termination of the Agreement.

2. The Agency shall be responsible for and deal with all claims brought against it by its Personnel.

Article XIII. Suspension and Early Termination

1. The Parties hereto recognize that the successful completion and accomplishment of the Project Objectives are of paramount importance, and that OCHA may find it necessary to terminate the Project, or to modify the arrangements for execution of the Project, should circumstances arise which jeopardize successful completion or the accomplishment of the Project Objectives. The provisions of the present Article shall apply to any such situation.

2. OCHA shall consult with the Agency if any circumstance arises that, in the judgment of OCHA, interferes or threatens to interfere with the successful completion of the Project or the accomplishment of the Project Objectives. The Agency shall promptly inform OCHA in writing of any such circumstance that might come to the Agency's attention. The Parties shall cooperate towards the rectification or elimination of the circumstance in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Agency, where such circumstances are attributable to it or within its responsibility or control. If applicable, the Parties shall also cooperate in assessing the consequences of possible termination of the Project on the target beneficiaries of the Project.

3. OCHA may at any time after occurrence of the circumstance in question and appropriate consultations suspend execution of the Project by written notice to the Agency, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. OCHA may indicate to the Agency the conditions under which it is prepared to authorize a resumption of execution of the Project.

4. If the cause of suspension is not rectified or eliminated within fourteen (14) days after OCHA has given notice of suspension to the Agency, OCHA may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Agreement; or (b) terminate the Project and entrust its execution to another organization. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from OCHA. In the event of transfer of the Agency's responsibilities for execution of a Project to another organization, the Agency shall cooperate with OCHA and the other organization in the orderly transfer of such responsibilities.

5. Upon receipt of a notice of termination by OCHA under the present Article, the Agency shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The Agency shall undertake no forward commitments and shall return to OCHA, within thirty (30) days, any portion of the Fund that is unspent, supplies, equipment and other materials provided by OCHA, unless OCHA has agreed otherwise in writing.

6. In the event of any termination under the present Article, OCHA shall reimburse the Agency only for the costs incurred to execute the Project in conformity with the express terms of the present Agreement. Reimbursements to the Agency under this provision, when added to amounts previously remitted to it by OCHA in respect of the Project, shall not exceed the total OCHA allocation for the Project.

Article XIV. Arbitration

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, 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 the Agreement or the breach, termination or invalidity thereof, unless settled amicably under paragraph 1 of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of five (5%) percent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3. No claim or dispute arising out of the Agreement shall be made against OCHA by the Agency unless and to the extent such claim or dispute shall have been asserted in writing, in accordance with Article XVIII below, not later than the earlier of two (2) years from the expiration or termination of the Agreement or the occurrence of loss, damage or injury giving rise to such claim or dispute.

Article XV. Privileges and Immunities

1. Nothing in or related to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN, including its subsidiary organs.

Article XVI. Tax Exemption

1. Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs 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 UN exemption from such taxes, duties or charges, the Agency shall immediately consult with OCHA to determine a mutually acceptable procedure.
2. Accordingly, the Agency shall be responsible for any amount representing such taxes, duties or charges, unless the Agency has consulted with OCHA before the payment thereof and OCHA has, in each instance, specifically authorized the Agency to pay such taxes, duties or charges under protest. In that event, the Agency shall provide OCHA with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

Article XVII. Amendments

1. The present Agreement or its Annex(es) may be modified or amended only by written agreement between the Parties.

Article XVIII. Correspondence

1. Unless otherwise specified in the Agreement, all notices and other communications required or contemplated under the present Agreement shall be given in writing and addressed and delivered to the Party for whom intended at the address shown below or such other address as the intended recipient may from time-to-time designate by written notice, given in accordance with the terms of this Article.

If to OCHA:

**OFFICE FOR THE COORDINATION OF HUMANITARIAN AFFAIRS (OCHA)
LEVEL 2, SERENA BUSINESS CENTRE
P.O. BOX 1051
Islamabad
Pakistan**

If to the Agency:

Name:
Title:
Tel:
Email:

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

Cleared by:

Signature

Name: Irina Linnik

Title: OIC, Finance Section/AO/OCHA Geneva

For OCHA:

Mr. Martin Mogwanja
Humanitarian Coordinator
UNICEF,
90 Margalla Road
Islamabad, F-8/2
Pakistan
Tel: +92 51 2097 700
Fax: +92 51 209 7799

For [Name Organization]:

[Mr./Ms. XXX]

[Title]

[Name Organization]

[Office Address]

[City]

Pakistan

Tel: +92 51 XXX

Fax: +92 51 XXX

Email Address: XXX

ANNEX A

Project Number: ERF-DMA-0487-00X OCHA TO FILL IN

Project Overall Objective:

Budget:

Budget Line	Cost per Unit	No of Units	Time-frame	Amount in USD	NGO	ERF
1. Personnel Costs						
Program Head-Special Projects						
Program Manager						
Monitoring Officer						
Accounts Officer						
Logistics Officer						
Community Relief Officers						
<i>Subtotal Personnel Costs</i>						
2. Direct Project Inputs						
Bedding Kits						
NFI Kits						
<i>Subtotal Direct Project Inputs</i>						
3. Agency Administration & Operation Support Costs						
Vehicle Rental						
Maintenance of Vehicles						
Fuel for Vehicles						
Other (Stationary, Kitchen Supplies)						
Communication						
Office Rent						
Office Supplies						
Utility Bills						
Accountability and Evaluation						
<i>Subtotal Operation Supp.</i>						
4. Transport and Storage						

Trucking and Transportation						
Storage Cost						
<i>Subtotal Transport and Storage</i>						
Subtotal direct costs						
Contingency (5%)						
TOTAL						

WORK PLAN

Work Plan								
Expected Results	Planned Activities	Timeframe (months)						Responsible Party
		M1	M2	M3	M4	M5	M6	

**WAIVER OF SUBROGATION OF [NAME ORGANIZATION] RIGHTS TO THE INSURANCE
CARRIER AGAINST OCHA**

[NAME ORGANIZATION] agrees to purchase insurance for any of the materials, equipment, human resources or services procured through the Grant provided by the UN OCHA and shall indemnify and hold OCHA harmless for any claims arising in connection with any materials, equipment, human resources or services procured under this Grant.

Date:

Signature:

Stamp: