

GRANT AGREEMENT
(Micro-Capital Grant Agreement)
For Non-Credit Related
Activities

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Micro-Capital Grant Agreement (hereinafter referred to as the "Agreement")

made between

the United Nations Development Programme (UNDP) and

the Foundation for International Dignity (FIND)

WHEREAS FIND has been requested by the UNDP to manage a project in the context of the GOL/UNDP/OHCHR Joint Programme entitled *Strengthening the Rule of Law in Liberia - Justice and Security for the Liberian People* (2017-2019), implemented at the request of the Government of Liberia;

WHEREAS UNDP desires to provide funding to FIND in the context of the aforementioned programme on the terms and conditions hereinafter set forth; and

WHEREAS FIND is ready and willing to accept such funds from UNDP.

NOW, therefore, the parties hereto agree as follows:

I. Responsibilities of FIND

1.1 FIND agrees to: 1) undertake the activities described in its **Proposal and Budget** (attached), and to receive the funds in two tranches; 2) provide quarterly reports to UNDP; and 3) provide Annual Audited Statements [Income Statement and Balance Sheets]. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its Proposal and Budget.

1.2 FIND agrees to reach the performance targets contained in the Proposal. If FIND fails to meet its responsibilities outlined in article 1.1, or to attain at least 70% of any one performance target for any given year, then this will be considered grounds for UNDP to suspend any further micro-capital grant support. The suspension shall remain in effect until FIND has achieved the target.

1.3 FIND agrees to inform UNDP about any problems it may face in attaining the objectives agreed upon.

II. Duration

2.1 This Agreement will come into effect on **30 August 2018** and shall expire on **31 December 2018**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

III. Payments

3.1 UNDP shall provide funds to FIND in an amount up to **US\$83,950.00 (Eighty Three Thousand Nine Hundred Fifty United States Dollars)** according to the schedule of the Budget. Payments are subject to FIND meeting the outputs as specified in the Proposal.

3.2 The first instalment of **US\$50,370.00** will be advanced to FIND within eight working day following signature of the present Agreement. The second instalment of **US\$33,580.00** will be advanced when a financial report and other agreed-upon documentation for the activities completed have been submitted to and accepted by UNDP as showing satisfactory management and use of UNDP resources.

3.3 All payments shall be deposited into FIND's bank account of which the details are as follows:

NAME OF THE BANK: ECOBANK - Liberia

BANK ID: ECOCLRLM

BENEFICIARY ACCOUNT NAME: FIND-UNDP PROJECTS

BENEFICIARY ACCOUNT NUMBER: 0011084700253611

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3.4 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by FIND in the performance of the activities under this Agreement.

IV. Records, Information and Reports

4.1 FIND shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.

4.2 FIND shall furnish, compile and make available at all times any records or information, oral or written, which UNDP may reasonably request in respect of the funds received by FIND.

4.3 Within thirty days after completion of project activities, FIND shall provide UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex I

4.4 All further correspondence regarding the implementation of this Agreement should be addressed to:

For FIND:

Mr Roosevelt A. K. Woods, Executive Director
E-mail: woodsroosevelt@yahoo.com

For UNDP:

Dr. Pa Lamin Beyai, Country Director
E-mail: pa-lamin.beyai@undp.org

V. General Provisions

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between FIND and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 FIND shall carry out all activities described in its Proposal with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that FIND shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and that UNDP shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by UNDP. If at any time UNDP is not satisfied with the quality of work or the progress being made toward achieving such goals, UNDP may: (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to FIND as described in paragraph 5.7 below; and/or seek any other remedy as may be necessary. UNDP's determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon FIND insofar as further payments are concerned.

5.3 UNDP undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by FIND.

5.4 The rights and obligations of FIND are limited to the terms and conditions of this Agreement. Accordingly, FIND and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

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5.5 FIND shall be solely liable for claims by third parties arising from FIND's acts or omissions in the course of performing this Agreement and under no circumstances shall UNDP be held liable for such claims by third parties.

5.6 Assets (equipment) supplied by UNDP funds to FIND shall be the property of UNDP until the end of the project, at which time UNDP shall determine the best use of these assets. In cases where FIND has met its responsibilities under this agreement, and handover of the asset would contribute to the sustainability of activities, UNDP would normally handover these assets to FIND. The assets shall be used for the purpose indicated in the Proposal throughout the period of this Agreement.

5.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and FIND shall promptly return any unutilised funds to UNDP as per paragraph 5.6 above.

5.8 FIND acknowledges that UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular Agreement. Although project related documents may indicate a total amount of funds that could be available for FIND, actual disbursements will be based upon FIND meeting performance targets. If any of the funds are returned to UNDP or if this Agreement is rescinded, FIND acknowledges that UNDP will have no further obligation to FIND as a result of such return or rescission.

5.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorised representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

5.10 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

5.11 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations, or UNDP.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of FIND and UNDP respectively, have signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

On behalf of FIND:

Name: Roosevelt A. K. Woods

Title: Executive Director

Date: 28/8/18

On behalf of UNDP:

Name: Dr. Pa Lamin Beyai

Title: Country Director

Date: 28/8/18

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ANNEX 1

Annual Reporting Format

Year _____

Recipient Institution: _____

OVERALL TARGETS FOR ENTIRE GRANT	BASELINE						PROPOSED ANNUAL TARGETS	ANNUAL BUDGET	ACTUAL ANNUAL RESULTS	ACTUAL ANNUAL EXPENDITURES	PROGRESS TOWARDS TARGETS

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