

COVER PAGE

Country: India

UNDAF Outcome	Strengthened local governance institutions with better decision making skills among members, more effective participatory planning, service delivery, transparency and accountability
Expected Outcome	Enhanced capacity of institutions of decentralised governance for local level planning, service delivery, and ensuring participation, transparency and accountability.
Expected Outputs	1. Enabling environment for women PRIs. 2. Empowerment of community women to demand their rights and entitlements from the local government 3. Advocacy and Alliance building

Executing agency: ActionAid International India

Implementing partners: Prayas Gramin Vikas Samiti, Bihar
Sawraj, Karnataka
Parmarth, Uttar Pradesh
Jagmorla Sevabrata, West Bengal

Narrative

Project proposes a 3-tier way of addressing good governance issues in 4 states of India by: a) Initiating the use of a human rights based framework for rural self governance (Panchayati Raj - PRI) sensitive towards addressing human rights, with special focus on gender justice, b) Addressing the community, with focus on women on generating awareness about their roles as a democratic citizens' of the country, and c) Engaging with political parties, to respond to the needs of women and other marginalized groups.

Programme Period: 2003-2007
 Programme Component: Fostering Democratic Governance
 Project Title: Enhancing women's roles & participation in local governance by making governance gender responsive
 Project ID: # UDF-IND-06-059
 Project Duration: March 2007 - December 2008
 Management Arrangement: NGO execution

Total Budget	<u>USD 244,643</u>
Allocated resources:	_____
• Government	_____
• Regular	_____
• Other:	
o Donor	UNDEF US\$ 244,643
o Donor	_____
o Donor	_____
• In kind contributions	_____
Unfunded budget:	_____

Agreed by _____
 (Government)

Agreed by _____
 (ActionAid International India)

Agreed by _____
 (UNDP)

1: Situational Analysis

The 73rd and 74th Amendments (1992) to the Indian Constitution have served as a major breakthrough towards ensuring women's access and increased participation in political power structures by mandating one third of elected seats for women at all levels of local government bodies. This amendment has initiated a powerful strategy of affirmative action for providing the structural framework for women's participation in political decision-making and provides an opportunity to bring women to the forefront and centre of development and develop new grassroots level leadership.

However despite the amendment having brought in sweeping reforms in local governance, there is enough scope of strengthening the system and making it perceptive to the needs of the marginalized sections of the society, especially women's rights. It must be admitted that though local governance reforms have enhanced people's participation in decision-making, there are gaps which can be observed when it comes to responding to the needs of women. Women's issues and concerns like the issues of female infanticide; dowry and child marriages have so far not been addressed in a concrete manner by local governments in India. Secondly, though many women have become a part of local self-governance they are yet to be seen as capable governance functionaries in their own rights. They are mostly seen as passive beneficiaries of reservations in local governments for women. The Constitution of India guarantees equal rights to men and women as voters and citizens, but registration and participation of women as contestants is less than that of men. Political parties approach women very often for party issues and for short-term goals to win elections, and not for long-term goals of bringing about social changes and gender equality in political power sharing. Thirdly, participation of community women in the existing political processes deserves special attention. A situation may exist where the women, due to lack of decision-making power within the family and the community is unable to express her political opinion or to freely express her political views. The women are unable to access the services of PRIs in cases of rights violations. Fourthly, political parties also do not feel the need to incorporate any issue that focus on women's needs and priorities into their development agendas.

Keeping the above situation in mind ActionAid (AA) strongly feels that there is a need to engage with the Panchayati Raj institutions in India in order to make it more approachable and answerable to the needs of the community. It proposes an intervention intended to address the above issues in 4 states of India, viz. Bihar, Karnataka, West Bengal and Uttar Pradesh. For the proposed intervention it would partner with women PRIs, and women from rural communities especially those from socially disadvantaged groups. The work would take place in each district of the state that is the poorest and the most socio-economically backward.

The program seeks UNDEF support because one of the key thrusts of the programme is democracy as an instrument of peace. Initiatives like this will be helpful in strengthening the trust in the democratic processes. AA strongly feels that the present set of activities will not only result in actions by democratic means; this will also ensure that democracy as an instrument of peaceful change continues to be relevant.

2: Strategy

In this project ActionAid is working with the assumption that citizenship which connotes relationship between the citizen and the state should mean not only 'right to vote' but entitlements, rights, responsibilities and agency. So addressing the gender gap in governance would imply not only increasing participation of women in governance structures, but also creating an enabling environment for both women PRIs and community

women to participate and contribute effectively to governance. Therefore our strategies to be adopted in this will be three-fold:-

- Creation of enabling environment for women PRIs so that they can fulfill their roles and responsibilities.
- Empowerment of women so that they can effectively demand their rights and entitlements from the local government.
- Advocacy and alliance building to achieve the above two.

Based on the above our over-all goal for the program will be: ***To initiate a women's human rights framework for functioning of local governments in India.*** The objectives of the Project will be to: -

- Build capacities of the elected women panchayat members to bring in an equitable social order and respond to violations of women's rights.
- Capacitate the community towards a more responsive and accountable local governance system.

Our interventions would be attempted at both micro and macro levels, which would mean interventions at village level, district and state level as well as national level. A total no of 25 panchayats will be chosen across 4 states. They will be chosen in such a manner that they have either women panchayat heads or women panchayat members.

Creation of enabling environment for women PRIs -

State level inaugural workshop:-

In the very beginning of the project a state level inaugural workshop will be held with relevant stakeholders in each of the 4 states, where representatives from ministries, women's commission, human rights commission, civil society representatives will be present. This workshop will be used as a mechanism for garnering support from the government, and also will be used as a strategy to offset any possible resistance at the field level.

Capacity building of women PRIs will be done through the following activities:

Trainings:-

25 Women PRI members (one from each panchayat) will undergo trainings on the following issues following the workshop:

- Increasing their knowledge base about governance systems and tools
- Situating themselves and their roles within a feminist framework through gender training so that they are better able to address violations of women's rights.
- Legal training on relevant laws and policies e.g. The Domestic Violence Act, the Child Marriage Restraint Act etc.

Exposure visits:-

- Following the training 5 PRIs from each state will go for an exposure visit to other states where women PRIs have taken active role to protect and promote women's rights.

Group meetings:-

- The women PRIs (who will gradually get to know each other through the above activities) will be meeting each other once a month and discuss issues and concerns. Such group meetings will pave the way for formation of the PRI networks.

District level network:-

- A network of women PRIs will be formed at the district level. The purpose of the network will be to build solidarity between women panchayat members, and create a space for them to generate discussion and share their views.
- This district level network will be regularly interacting with district-based women's rights groups and provide support to fighting for women's rights.
- It is envisaged that this network will have regular meetings with district and state level legislators, especially women legislators and advocate for greater participation for women in governance as well as for access to social justice.

National level network:-

- In the second year the networking efforts would focus on bringing the network members from 4 states together at the national level and facilitate the formation of a national level network of women panchayat members.
- This national level network will be formed through a national level workshop. The network will be engaging in advocacy with the central government for recognition of the forum and issues of women members in panchayat. It will also be holding regular discussions with the National Women's Commission, women parliamentarians, and relevant ministries for ensuring women's rights.

Empowerment of community women to demand their rights and entitlements from the local government:

At the other end of the continuum we find it necessary to address issues of participation of marginalized communities in governance processes. Therefore we also propose to work with community women to increase their engagement in creating a governance system that is more accountable, transparent and gender-just. Therefore mobilization of women would be initiated in 25 gram panchayats in 4 states.

Community mobilization through formation of REFLECT circles:

- The mobilisation will be done primarily through the REFLECT¹ approach where REFLECT circles will be formed with women from the villages. Each circle will have 15-20 women. There will be one circle in each village. This will be done in the first 5 months of the project.
- The facilitators will be undergoing training on REFLECT methodology before start of the work.
- There will be a circle facilitator who will be from the same village. The group members will be coming from the poorest and most marginalized groups in the villages (e.g. dalits)
- It is envisaged that over the period of two years REFLECT circle members will develop greater understanding on governance processes and will begin to articulate people's demands for transparent and accountable governance and ensure that their demands are met.

Capacity building measures for REFLECT circle members:-

- Relevant capacity building measures of circle members would be taken up over a period of time. They will be on:
 - gender and women's rights issues,
 - relevant laws,
 - PRA and micro-planning,
 - Social and gender audits.

Initiation of micro planning, social and gender audits in the panchayats:

- After receiving the required trainings it is envisaged that the community women (who are also the REFLECT circle members) will conduct micro planning/people's planning processes and getting it sanctioned from panchayats and getting it audited with the community. Further, the women will demand Social audits to take place that would evaluate the functioning of the local panchayats. In these demonstration trainings the elected panchayat members, and members and facilitators of the REFLECT groups will be involved so that this process is sustained.

¹ (REFLECT is a participatory methodology pioneered by ACTIONAID internationally which is primarily aimed at bringing poor and marginalized people together and enabling them to raise their voices on issues and concerns related to them. It is based on the philosophy of Brazilian educationist Paulo Freire. This method uses a lot of participatory techniques to generate discussion and analysis about existing power structures and going about changing them).

- Similarly a gender audit exercise will be carried out by the women which will take into account gender-based violations taking place in the village and government's responses to it.
- The outcome of such process will ultimately lead to development of a village-level charter of demands from the women in the community.

Advocacy and alliance building:-

- A total of 4 workshops will be held at the district and state level to advocate for inclusion of gender concerns into political agenda. This will be done in association with the State Women's Commission.
- Relevant IEC materials would also be developed to strengthen the effort.

Risk factors:

Such a process may face a lot of resistance from the patriarchal social structure that India has. In fact it may happen that initially there is resistance and lack of cooperation from political parties. Bringing different women PRIs under one network can also be a risk as the women PRIs will belong to different parties and therefore to make them come together on a common platform beyond their political affiliations will be a difficult task. However since advocacy, sensitization and building perspectives on gender form a major part of this program, these problems can be overcome.

3: Results & Resources Framework

Annexure V

4: AWP Budget Sheet

Annexure VI

5: Management Arrangements

ActionAid India (AAI) will be the implementing agency of the project. The project will be further implemented by -

1. Prayas Gramin Vikas Samiti, Bihar
 2. Sawraj, Karnataka
 3. Parmarth, Uttar Pradesh
 4. Jagmoria Sevabrata, West Bengal
- under the supervision of ActionAid regional offices.

A Project Board will be set up with the AAI as the chair and will comprise representatives from UNDP and the Government. The Project Board will meet twice a year and will provide the required oversight to the project and also ensure the overall coordination of the programme.

UNDP will play the role of Project Assurance and will ensure linkages between this project and other similar ongoing initiatives. It will be responsible for monitoring the project to ensure that the project produces the results specified in the project document, to the required standard of quality and within the specified time and cost. The AAI will appoint a Project Manager (TOR attached) to run the project on a day to day basis and his / her responsibility is to ensure day to day management and decision making for the project.

The funds will be released based on the Annual Work Plan (attached in Annexure). UNDP will release funds quarterly based on the AWP which will be a part of the approved proposals in the first year. For the second year, AAI will submit a new workplan at the end of the current year and UNDP will release funds based upon the approval of the Project Board. Unspent funds from the approved AWP's will be reviewed in early part of the last quarter of the calendar year and funds reallocated as appropriate.

All rules and regulations as per the Standard Project Cooperation Agreement between UNDP and an NGO (provided in Annexure III) will be followed.

AAI will maintain a separate savings bank account in order to receive and disburse UNDP funds. Separate books of accounts on cash basis of accounting shall also be maintained in order to ensure accurate reporting of expenditures and providing a clear audit trail. Any unspent balances at the end of the project will be returned to UNDP within three month of project closure.

AAI will request UNDP for release of funds as per the UNDP Financial Report format. The Financial report will contain, in addition to the information on funds required, information on expenditure during the quarter and available balance. UNDP will release funds for the project in advance every three months based on the approved annual work-plan and the financial report for the previous quarter which will contain the request for advance for the next quarter. Interest earned on UNDP funds will not be reported as part of the 'available funds' in the financial report, but will be reported as a footnote in the financial report.

In accordance with UNDP's rules and regulations, approved by the UNDP Executive Board, Implementation Support Services (ISS) will be applied on services provided by UNDP including procurement of goods and services.

- Management Arrangements (ActionAid India) -

ActionAid India Society is part of the ActionAid family and been recognized nationally and internationally. It will conduct its own monitoring and mid-term evaluation jointly with UNDP and other external evaluators and will generate progress reports (that will include participatory evaluation involving all key programme stakeholders); annual audited/ certified financial statements as per the established M&E norms contained in the project document guidelines and will take necessary measures to facilitate evaluations and audits as and when required by the UNDEF or the third party on its behalf. Besides, AAIS will be responsible for micro and macro level works such as it will be conducting training of women panchayat leaders and REFLECT facilitators, inter district workshops, state and national level workshops and policy advocacy.

The project will be implemented through its local partners viz. Prayas Gramin Vikas Samiti, Bihar; Swaraj, Karnataka; Paramarth, Uttar Pradesh; and Jagmoria Sevabrata West Bengal. They will be responsible for running REFLECT circles in the respective states, initiation of micro planning in the panchayat in collaboration with women panchayat leaders, social and gender audits, district level network meetings

6 : Monitoring & Evaluation, including AWP monitoring Tool -

Project Monitoring and Evaluation (M&E) will be conducted in accordance with established UNDP procedures. Day to day monitoring of implementation progress will be the responsibility of the Project Manager according to the Annual Work Plan and its indicators. The Project Manager will inform UNDP of any delays or difficulties faced during implementation so that the appropriate support or corrective measures can be adopted in a timely and remedial fashion.

Annual monitoring will be done by the Project Board. The first such meeting will be held within the first twelve months of the start of full implementation. The following reports will be generated and circulated amongst the members of the Project Board as an indicator of monitoring –

Annual Project Report (APR) – This is a part of the UNDP's Country Office central oversight, monitoring and project management. It is a self assessment report by project management to provide input to the country office reporting process and forms a key input to the Project Board review. The APR is prepared prior to the Project Board review, to reflect progress achieved in meeting the project's Work Plan and assess performance of the project in contributing to intended outcomes.

Quarterly Progress report (QPR) – Short reports outlining main updates in project progress will be provided quarterly by AAI to UNDP.

Project Publications – Project publications will form key method of crystallizing and disseminating the results and achievements of the project. These publications will be in terms of thematic reports of technical nature and AAI will determine if any of the reports merit formal publication in the form of papers and so on.

Final Evaluation – An independent final evaluation will take place three months prior to the terminal Project Board meeting. This will look at impact and sustainability of results, including capacity development and achievement of outcomes for follow up. The Terms of Reference for such an evaluation will be prepared by UNDP.

Audit clause – Special or scheduled audits. UNDP, in collaboration with other UN agencies (where so desired; and in consultation with the [coordinating Ministry]) will establish an annual audit plan, giving priority to audits of Implementing Partners with large amounts of cash assistance provided by UNDP, and those whose financial management capacity needs strengthening.

The audits will be commissioned by UNDP and undertaken by private audit services. Assessments and audits of non-government Implementing Partners will be conducted in accordance with the policies and procedures of UNDP.

Together with project issue/ risk logs, the AWP Monitoring Tool (attached separately) should be used for the project review purpose.

- Monitoring and evaluation by ActionAid -

The executing agency will be responsible for monitoring and evaluation of the project for reporting to UNDEF as per the schedule of reporting for a 24 months project. Since there are resources already allocated for the project, the efforts would be to include external independent organisations for the final evaluation of the project.

However, in order that the project is on track and that there is participation of the community in the entire process, the lead implementing agency will facilitate at the community level, six-monthly review on the basis of Participatory Review and Reflection process. This process begins with half yearly review of the interventions of the preceding 6 months, which is done by the community. The community will not only analyse its successes and failure in the context of the interventions implemented but also what interventions should have been implemented in the context of their situation. The canvas of evaluation will thus be broadened to what should have been rather than being limited to "what was planned". This serves as a constant mechanism to fine-tune the interventions as per the felt needs of the community. The reflection aspect in-built into this review process ensures that the learning of the year is incorporated into the plans of the coming year. In fact, we see this mechanism not as an annual, one time event, but one, which enables the community to constantly learn (at a

personal, project and community level). As a part of this process, the community would also evaluate the role of ActionAid India and other influencing factors.

For adequate financial control the lead-implementing agency will monitor the project through its finance officials based at different locations. It will also open its accounts for review to any of the external agencies hired by the executing agency to monitor the project.

The implementing agency on its part will provide a financial report to the executing agency as per the timeline outlined in the UNDEF Monitoring, Evaluation and Reporting guidelines.

7 : Legal Context

This project document shall be the instrument envisaged in the Supplemental Provisions to the Project Document attached hereto as Annex IV. (Std. text for Non-SBAA countries)

The following types of revisions may be made to this document with the signature of the UNDP Resident Representative only, provided he or she is assured that the other signatories of the Project document have no objections to the proposed changes.

- Revisions in, or addition of, any of the Annexes of the project document (with the exception of a Standard Legal Text for Non-SBAA countries which may not be altered and agreement to which is a pre-condition for UNDP assistance;
- Revisions which do not involve significant changes in the immediate objectives, outputs of activities of the project but are caused by the re-arrangements of inputs already agreed to or by cost increases due to inflation; and
- Mandatory annual revisions, which rephrase the delivery of, agreed project inputs or increased experts or other costs due to inflation.

8: Annexures

Annexure I - Terms of Reference for the Project Manager

Duties and Responsibilities:

Under the overall supervision and guidance of the National Project Director and/or his/her representative and National Programme Steering Committee [Project Executive Group/ Project Board], and in consultation with Project Assurance Group of UNDP, the incumbent will be responsible for successful management and delivery of programme outputs and achievement of outcomes.

S/he would serve as the Secretariat to the Programme Steering Committee (PSC) and perform the following tasks:

1. Running the project

- Provide inputs to PSC for the development and approval of the programme strategy for the 'Enhancing the Role of Women in Strengthening Democracy' project.
- Develop annual work plan and action plans consistent with the programme strategy approved by the PSC.
- Provide leadership in results-based management of the Programme ensuring effective and timely implementation of the activities as per the work plan.
- Ensure project management in Atlas including maintenance and updating of risk log [risk identification], issue log [implementation issue], activity status, and lesson learnt log in implementation of the Enhancing the Role of Women in Strengthening Democracy project.
- Establish effective linkages with other ongoing national/state level initiatives.
- Ensure formal partnership arrangements with state nodal agencies and other stakeholders as required through conclusion of MOUs. Also, monitor the results of the partnership and manage course correction as required.
- Participate in the periodic Project Work Plan Review, meetings and discussions related to project implementation, monitoring and follow-up.
- Ensure compliance of rules and procedures of the Government and UNDP in programme implementation.
- Serve as secretariat to the PSC.

2. Monitoring, review and evaluation

- Develop a project monitoring strategy with clearly defined roles and responsibilities, resources and reporting arrangements to ensure monitoring and reporting at different project levels and convergence of reports from different sources to provide complete information on progress towards outcomes/ outputs.
- Prepare quarterly progress reports and an annual progress report. Also, organize annual project review as required.
- Develop and implement systems for collation/ collection and regular updation of strategic information and information summaries, briefs, fact sheets, achievement reports, as required to assess progress and impact.

- Organize programme evaluation, as directed by PSC in accordance with Government / UNDP rules and regulations.
- Document processes, lesson learnt and results to facilitate demonstrability of results.
- Ensure M & E standards are maintained.
- Identify and implement ICT based-solutions for programme monitoring.

3. Financial Management and audit

- Prepare an annual project budget in line with the approved work plan.
- Ensure timely disbursement of funds to project implementing partners and timely reporting of expenditures from project and consolidated reporting to UNDP.
- Ensure periodic reviews of outstanding funds and utilization pattern.
- Arrange annual audits, as required. Also, ensure follow-up action on audit reports.

4. Strategic partnership and knowledge management

- Foster strategic partnerships with counterparts in Government at national and state levels and stakeholders (NGOs, INGOs, academic institutions, national and state level training institutions etc.) at various levels in the field of disaster management.
- Facilitate technical assistance/support for project partners in all relevant areas as appropriate.
- Facilitate knowledge networking in disaster management in the country among all stakeholders.
- Coordinate inputs and submit these to UNDP for reporting to donors on specific requests and to meet other.
- Develop and manage a reporting and exchange of information system as per corporate reporting requirements and the needs of project partners. Particularly, ensure that reporting requirements to donor agencies are fully complied with.
- Develop and implement a suitable mechanism based on electronic medium for such information exchange.
- Prepare and implement a communications plan.

5. Personnel

- Oversee the recruitment of programme personnel and consultants (including drafting ToRs and work specifications based on project deliverable descriptions) in line with relevant procedures.
- Supervise and monitor staff performance and prepare performance evaluation reports for project staff and consultants.
- Contribute to capacity building of the field team on different aspects of disaster management.

6. Others

- Ensure operational completion of the project with appropriate Project Board and Programme Level reviews and identify follow-on actions and update outcome evaluation plan
- Undertake any other tasks assigned by the National Programme Steering Committee (Project Executive Group/ Project Board), National Project Director of the Project and UNDP as necessary.

ANNEXURE II.

Standard annex to project documents for use in countries, which are not party to the Standard Basic Assistance Agreement (SBAA).

Supplemental Provisions to the Project Document: The Legal Context

General responsibilities of the Government, UNDP and the executing agency

1. All phase and aspects of UNDP assistance to this project shall be governed by and carried out in accordance with the relevant and applicable resolutions and decisions of the competent United Nations organs and in accordance with UNDP policies and procedures for such projects, and subject to the requirements under UNDP Monitoring, Evaluation and Reporting System.
2. The Government shall remain responsible for this UNDP-assisted development project and the realisation of its objectives as described in this Project Document.
3. Assistance under this project document being provided for the benefit of the Government and the people of (the particular country or territory), the Government shall bear all risks of operations in respect of this project.
4. The Government shall provide to the project the national counterpart personnel training facilities, land, buildings, equipment and other required services and facilities. It shall designate the Government Co-operating Agency named in the cover page of this document (hereinafter referred to as the "Co-operations Agency"), which shall be directly responsible for the implementation of the Government contribution to the project.
5. The UNDP undertakes to complement and supplement the Government participation and will provide through the Executing Agency the required expert services, training, equipment and other services within the funds available to the project.
6. Upon commencement of the project the Executing Agency shall assume the responsibility for project execution and shall have the status of an independent contractor for this purpose. However, that primary responsibility shall be exercised in consultation with UNDP and in agreement with the Co-operating Agency Arrangements to this effect shall be stipulated in the Project Document as well as for the transfer of this responsibility to the Government or to an entity designated by the Government during the execution of the project.
7. Part of the Government's participation may take the form of cash contribution to UNDP. In such cases, the Executing Agency will provide the related services and facilities and will account annually to the UNDP and to the Government for expenditure incurred.

(a) Participation of the Government

8. The Government shall provide to the project the services, equipment and facilities in the quantities and at the time specified in the Project Document. Budgetary provision, either in kind or in cash, for the Government's participation so specified shall be set forth in the Project Budgets.
9. The Co-Operating Agency shall, as appropriate and in consultation with the Executing Agency, assign a director for the project on a full-time basis. He shall carry out such responsibilities in the project as are assigned to him by the Co-operating Agency.
10. The estimated cost of items included in the Government contribution, as detailed in the Project Budget, shall be based on the best information available at the time of drafting the project proposal. It is

understood that price fluctuations during the period of execution of the project may necessitate an adjustment of said contribution in monetary terms; the latter shall at all times be determined by the value of the services, equipment and facilities required for the proper execution of the project.

11. Within the given number of man-months of personnel services described in the project document, minor adjustments of individual assignments of project personnel provided by the Government, may be made in consultation with the Executive Agency, if this is found to be in the best interest of the project. UNDP shall be so informed in all instances where such minor adjustments involve financial implications.
12. The Government shall continue to pay the local salaries and appropriate allowances of national counterpart personnel during the period of their absence from the project while on UNDP fellowships.
13. The Government shall defray any customs duties and other charges related to the clearance of project equipment, its transportation, handling, storage and related expenses within the country. It shall be responsible for its installation and maintenance, insurance and replacement, if necessary, after delivery to the project site.
14. The Government shall make available to the project - subject to existing security provisions - any published and unpublished reports, maps, records and other data, which are considered necessary to the implementation of the project.
15. Patent rights, copyrights and other similar rights to any discoveries or work resulting from UNDP assistance in respect of this project shall belong to the UNDP. Unless otherwise agreed by the parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty and any charge of similar nature.
16. The Government shall assist all project personnel in finding suitable housing accommodation at reasonable rents.
17. The services and facilities specified in the Project Document which are to be provided to the project by the Government by means of a contribution in cash shall be set forth in the project Budget. Payment of this amount shall be made to the UNDP in accordance with the Schedule of Payments by the Government.
18. Payment of the above mentioned contribution to the UNDP on or before the dates specified in the Schedule of Payments by the Government is a prerequisite to the commencement or continuation of project operations.

(b) Participation of the UNDP and the executing agency

19. The UNDP shall provide to the project through the Executing Agency the services, equipment and facilities described in the Project Document. Budgetary provision for the UNDP contribution as specified shall be set forth in the Project Budget.
20. The Executing Agency shall consult with the Government and UNDP on the candidature of the Project Manager² who, under the direction of the Executing Agency, will be responsible in the country for the Executing Agency's participation in the project. The Project Manager shall supervise the experts and other agency personnel assigned to the project, and the on-the-job training of national counterpart personnel. He shall be responsible for the management and efficient utilisation of all UNDP-financed inputs, including equipment provided to the project.
21. The Executing Agency, in consultation with the Government and UNDP, shall assign international staff and other personnel to the project as specified in the project Document, select candidates for fellowships and determine standards for the training of national counterpart personnel.

² May also be designated Project Co-ordinator or Chief Technical Adviser, as appropriate

22. Fellowships shall be administered in accordance with the fellowship regulations of the Executing Agency.
23. The Executing Agency may, in agreement with the Government and UNDP, execute part or all of the project by subcontract. The selection of subcontractors shall be made, after consultation with the Government and UNDP, in accordance with the Executing Agency's procedures.
24. All material, equipment and supplies which are purchased from UNDP resources will be used exclusively for the execution of the project, and will remain the property of the UNDP in whose name it will be held by the Executing Agency. Equipment supplied by the UNDP shall be marked with the insignia of the UNDP and of the Executing Agency.
25. Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the life of the project, without prejudice to the final transfer.
26. Prior to completion of UNDP assistance to the project, the Government, the UNDP and the Executing Agency shall consult as to the disposition of all project equipment provided by the UNDP. Title to such equipment shall normally be transferred to the Government, or to an entity nominated by the Government, when it is required for continued operation of the project or for activities following directly therefrom. The UNDP may, however, at its discretion, retain title to part or all of such equipment.
27. At an agreed time after the completion of UNDP assistance to the project, the Government and the UNDP, and if necessary the Executing Agency, shall review the activities continuing from or consequent upon the project with a view to evaluating its results.
28. UNDP may release information relating to any investment oriented project or potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

(c) **Rights, Facilities, Privileges and Immunities**

29. In accordance with the Agreement concluded by the United Nations (UNDP) and the Government concerning the provision of assistance by UNDP, the personnel of UNDP and other United Nations Organisation associated with the project shall be accorded rights, facilities, privileges and immunities specified in said Agreement.
30. The Government shall grant UN volunteers, if such services are requested by the Government, the same rights, facilities, privileges and immunities as are granted to the personnel of UNDP.
31. The Executing Agency's contractors and their personnel (except nationals of the host country employed locally) shall:
 - (a) Be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the project;
 - (b) Be immune from national service obligations;
 - (c) Be immune together with their spouses and relatives dependent on them from immigration restrictions;
 - (d) Be accorded the privileges of bringing into the country reasonable amounts of foreign currency for the purposes of the project or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the project; and
 - (e) Be accord together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crisis as diplomatic envoys.
32. All personnel of the Executing Agency's contractors shall enjoy inviolability for all papers and documents relating to the project.

33. The Government shall either exempt from or bear the cost of any taxes, duties, fees or levies which it may impose on any firm or organisation which may be retained by the Executing Agency and on the personnel of any such firm or organisation, except for nationals of the host country employed locally, in respect of:
- (a) The salaries or wages earned by such personnel in the execution of the project;
 - (b) Any equipment of the project or which, after having been brought into the country, may be subsequently withdrawn therefrom;
 - (c) Any substantial quantities of equipment, materials and supplies obtained locally for the execution of the project, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b), above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed shall be agreed upon with the Government and, as appropriate, recorded in the Project Document; and
 - (d) As in the case of concessions currently granted to UNDP and Executing Agency's personnel, any property brought, including one privately owned automobile per employee, by the firm or organisation or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.
34. The Government shall ensure -
- (a) Prompt clearance of experts and other persons performing services in respect of this project; and
 - (b) The prompt release from customs of:
 - (i) Equipment, materials and supplies required in connection with this project; and
 - (ii) Property belonging to and intended for the personal use or consumption of the personnel of the UNDP, its Executing Agencies, or other persons performing services on their behalf in respect of this project, except for locally recruited personnel.
35. The privileges and immunities referred to in the paragraph above, to which firm or organisation and its personnel may be entitled, may be waived by the Executing agency where, in its opinion or in the opinion of the UNDP, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the project or to the interest of the UNDP or the Executing Agency.
36. The Executing Agency shall provide the Government through the Resident Representative with the list of the personnel to whom the privileges and immunities enumerated above shall apply.
37. Nothing in this Project Document or Annex shall be construed to limit the rights, facilities, privileges or immunities conferred in any other instrument upon any person, natural or juridical, referred to hereunder.

(d) Suspension or termination of assistance

38. (a) The UNDP may by written notice to the Government and to the Executing Agency concerned to suspend its assistance to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to impede the successful completion of the project or the accomplishment of its purpose UNDP may, in the same or subsequent written notice, indicate the under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that is prepared to resume its assistance.
- (a) If any situation referred to in paragraph 1, above, shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate the project.

(b) The provisions of this paragraph shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.

- Any additional agreements, such as cost sharing agreements, project cooperation agreements signed with NGOs³ (where the NGO is designated as the "executing entity") should be attached.
- *In case of government cost-sharing through the project which is not within CPAP, the following clauses should be included:*

1. The schedule of payments and UNDP bank account details.

2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Government with a view to determining whether any further financing could be provided by the Government. Should such further financing not be available, the assistance to be provided to the project may be reduced, suspended or terminated by UNDP.

3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of project delivery.

4. UNDP shall receive and administer the payment in accordance with the regulations, rules and directives of UNDP.

5. All financial accounts and statements shall be expressed in United States dollars.

6. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the government on a timely basis a supplementary estimate showing the further financing that will be necessary. The Government shall use its best endeavors to obtain the additional funds required.

7. If the payments referred above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph [above] is not forthcoming from the Government or other sources, the assistance to be provided to the project under this Agreement may be reduced, suspended or terminated by UNDP.

8. Any interest income attributable to the contribution shall be credited to UNDP Account and shall be utilized in accordance with established UNDP procedures.

In accordance with the decisions and directives of UNDP's Executive Board:

The contribution shall be charged:

- (a) [...]cost recovery for the provision of general management support (GMS) by UNDP headquarters and country offices
- (b) Direct cost for implementation support services (ISS) provided by UNDP and/or an executing entity/implementing partner.

³ For GEF projects, the agreement with any NGO pre-selected to be the main contractor should include the rationale for having pre-selected that NGO.

9. Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.

10." The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP."

Annexure III -

**STANDARD PROJECT COOPERATION AGREEMENT BETWEEN UNDP
AND A NON-GOVERNMENTAL ORGANIZATION**

HOW TO USE THIS AGREEMENT

- This agreement is used for NGO execution. (It may also be adapted for use when UNDP needs to sign an agreement with institutions with which there is no legal basic agreement, such as inter-governmental organizations.)
- UNDP and the NGO prepare the agreement by filling in the information required in the square brackets.
- The final project document is attached to the agreement as an annex.
- The resident representative signs two copies of the agreement and a representative of the non-governmental organization signs one copy. UNDP keeps one (signed) original of the agreement and the non-governmental organization keeps one signed original; a copy of the agreement is attached to the project document.

**PROJECT COOPERATION AGREEMENT
between
THE UNITED NATIONS DEVELOPMENT PROGRAMME
and
[name of the Non-Governmental Organization]**

Whereas the United Nations Development Programme ("UNDP") and [*name of the non-governmental organization*] ("the NGO") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UNDP has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management; is apolitical and not profit-making;

Whereas the NGO and UNDP agree that activities 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 the spirit of friendly cooperation, the NGO and UNDP have entered into the present Agreement.

Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "The NGO" shall mean [*name of the NGO*], a non-governmental organization that was established in and incorporated under the laws of [*place, country, where the NGO is established*], with the purpose of [*the purpose or mandate of the NGO*];
- (d) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex), which incorporates the Project Objectives and Activities, Project Work Plan, Project inputs being provided by UNDP resources, and Project Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;
- (e) "Project" shall mean the activities as described in the Project Document;
- (f) "Government" shall mean the Government of [*name of programme country, name of concerned national authority*];
- (g) "UNDP resident representative" shall mean the UNDP official in charge of the UNDP office in the country, or the person acting on his/her behalf;
- (h) "Project Director" shall mean the person appointed by the NGO, in consultation with UNDP and with the approval of the Government coordinating authority, who acts as the overall co-ordinator of the Project and assumes the primary responsibility for all aspects of it;
- (i) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered;
- (j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;
- (k) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UNDP or from revenues generated from Project outputs;
- (l) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;
- (m) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Project Document, deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually.

Article II. Objective and Scope of the Present Agreement

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document (Annex of the present Agreement).
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

Article III. Duration of Project Agreement

1. The term of the present Agreement shall commence on *[date of start of Agreement]* and terminate on *[date of end of Agreement]*. The Project shall commence and be completed in accordance with the time frame or schedule set out in the Project Document.
2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, 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 a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article XVII, below.

Article IV. General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Programming Manual, which forms an integral part of the present Agreement.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Director shall be appointed by the NGO, in consultation with UNDP and with the approval of the government coordinating authority.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the Objectives of the Project. The parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.
3. The NGO may use the name and emblem of the United Nations or UNDP only in direct connection with the Project, and subject to prior written consent of the UNDP Resident Representative in *[name of country]*.
6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the NGO will communicate with the Government as necessary. The Project Director will be responsible for day-to-day contacts with the relevant national authorities and UNDP on operational matters during the implementation of the Project. The UNDP Resident Representative will act as the principal channel for communicating with the Government

coordinating authority regarding the activities under the Project Cooperation Agreement unless otherwise agreed with the Parties and the Government.

7. The UNDP Resident Representative will facilitate access to information, advisory services, technical and professional support available to UNDP and will assist the NGO to access the advisory services of other United Nations organizations, whenever necessary.

8. The Parties shall cooperate in any public relations or publicity exercises, when the UNDP Resident Representative deems these appropriate or useful.

Article V. Personnel Requirements

1. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").

2. The NGO personnel shall not be considered in any respect as being the employees or agents of UNDP. The NGO shall ensure that all relevant national labour laws are observed.

3. UNDP 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 NGO personnel as a result of their work pertaining to the project. It is understood that adequate medical and life insurance for NGO personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the NGO.

4. The NGO shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

Article VI. Terms and Obligations of Personnel

The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations:

(a) The personnel shall be under the direct charge of the NGO, which functions under the general guidance of UNDP and the Government;

(b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government other than the Government of *[name of programme country]* or other authority external to UNDP;

(c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;

(d) Subject to the requirements outlined in the document "UNDP public information disclosure policy", information that is considered confidential shall not be used without the authorisation of UNDP. In any event, such information shall not be used for individual profit. The

Project Director may communicate with the media regarding the methods and scientific procedures used by the NGO; however, UNDP clearance is required for the use of the name UNDP in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

Article VII. Supplies, Vehicles and Procurement

1. UNDP shall contribute to the Project the resources indicated in the Budget section of the Project Document.
2. Equipment, non-expendable materials, or other property furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the government coordinating authority. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.
3. The NGO will 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 UNDP.
4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UNDP 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 property.
5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.
6. UNDP shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.
7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UNDP funds and shall take periodic physical inventories. The NGO shall provide UNDP annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNDP may request.

Article VIII. Financial and Operational Arrangements

1. In accordance with the Project Budget, UNDP has allocated and will make available to the NGO funds up to the maximum amount of *[total amount of Agreement]*. The first instalment of *[amount of first instalment]* will be advanced to the NGO within *[number of working days]* working days following signature of the present Agreement. The second and subsequent instalments will be advanced to the NGO quarterly, when a financial report and other agreed-upon documentation, as referenced in Article X, below, for the activities completed have been

submitted to and accepted by UNDP as showing satisfactory management and use of UNDP resources.

2. The NGO agrees to utilise the funds and any supplies and equipment provided by UNDP in strict accordance with the Project Document. The NGO shall be authorised to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UNDP is not exceeded. The NGO shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 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 by UNDP.

3. The NGO further agrees to return within two weeks any unused supplies made available by UNDP at the termination or end of the present Agreement or the completion of the Project. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Project.

4. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UNDP has explicitly agreed in writing to do so prior to the expenditure by the NGO.

Article IX. Maintenance of Records

1. The NGO shall keep accurate and up-to-date records and documents in respect of all expenditures incurred with the funds made available by UNDP to ensure that all expenditures are in conformity with the provisions of the Project Work Plan and Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction. Any Income, as defined in Article I, paragraph 1 (k), above, arising from the management of the Project shall be promptly disclosed to UNDP. The Income shall be reflected in a revised Project Budget and Work Plan and recorded as accrued income to UNDP unless otherwise agreed between the Parties.

2. Upon completion of the Project/or Termination of the Agreement, the NGO shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.

Article X. Reporting Requirements

1. The NGO shall provide UNDP and the government coordinating authority with periodic reports on the progress, activities, achievements and results of the Project, as agreed between the Parties. As a minimum, the NGO shall prepare an annual progress report.

2. Financial reporting will be quarterly:

(a) The NGO prepares a financial report and submits it to the UNDP Resident Representative no later than 30 days after the end of each quarter, in *[the working language of UNDP/programme country as agreed with UNDP]*.

(b) The purpose of the financial report is to request a quarterly advance of funds, to list the disbursements incurred on the Project by budgetary component on a quarterly basis, and to reconcile outstanding advances and foreign exchange loss or gain during the quarter.

(c) The financial report has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UNDP, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by the NGO and not commitments. However, the NGO shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;

(d) The financial report contains information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the Project. Unless the Financial Report is received, the UNDP Resident Representative will not act upon requests for advances of funds from UNDP;

(e) Any refund received by an NGO from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.

3. Within two months of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UNDP funds, as well as an inventory of supplies and equipment.

Article XI. Audit Requirements

1. The NGO shall submit to the UNDP Resident Representative in [*name of country*] a certified annual financial statement on the status of funds advanced by UNDP. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual audit plan prepared by UNDP Headquarters (Division of Audit and Performance Review) in consultation with the Parties to the Project. The audit shall be carried out by the auditors of the NGO or by a qualified audit firm, which will produce an audit report and certify the financial statement.

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

Article XII. Responsibility for Claims

1. The NGO shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Project.

2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

Article XIII. Suspension and Early Termination

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.

Annexure IV-

Annual cycle of monitoring -

- An Issue Log shall be activated in Atlas and updated by the Project Manager to facilitate tracking and resolution of potential problems or requests for change
- A risk log shall be activated in Atlas and quarterly updated by reviewing the external environment that may affect the project implementation.
- A project Lesson-learned log shall be activated and regularly updated to ensure on-going learning and adaptation within the organization, and to facilitate the preparation of the Lessons-learned Report at the end of the project
- A Communication and Monitoring Plan shall be activated in Atlas and updated to track key management actions/events

END.

2. UNDP shall consult with the NGO if any circumstances arise that, in the judgement of UNDP, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The NGO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.

3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNDP may indicate to the NGO the conditions under which it is prepared to authorise management of the Project to resume.

4. If the cause of suspension is not rectified or eliminated within 14 days after UNDP has given notice of suspension to the NGO, UNDP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the NGO, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.

5. Subject to paragraph 4 (b), above, of the present Article, the NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

4. The NGO may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the NGO and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenditures. The NGO shall undertake no forward commitments and shall return to UNDP, within 30 days, all unspent funds, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Article, UNDP shall reimburse the NGO only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by UNDP in respect of the Project, shall not exceed the total UNDP allocation for the Project.

9. In the event of transfer of the responsibilities of the NGO for the management of a Project to another institution, the NGO shall cooperate with UNDP and the other institution in the orderly transfer of such responsibilities.

Article XIV. Force Majeure

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNDP, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

Article XV. Arbitration

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article XVI. Privileges and Immunities

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

Article XVII. Amendments

The present Agreement or its Annexe may be modified or amended only by written agreement between the Parties.

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

For the NGO:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

For UNDP:

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

**Annexure IV
PROJECT RESULTS AND RESOURCES FRAMEWORK**

Intended Outcome as stated in the Country/ Regional/ Global Programme Results and Resource Framework: Enhanced capacity of institutions of decentralised governance for local level planning, service delivery, and ensuring participation, transparency and accountability.				
Outcome indicators as stated in the Country/ Regional/ Global Programme Results and Resources Framework, including baseline and targets. Baseline: Weak system and capacity in PRIs in a number of States with regard to planning and delivery of social services, civil servants at the cutting edge not suitably oriented for effective interface with decentralized governance structure and inadequate access to information on public programmes.				
Targets: Policy lessons from gender sensitive micro planning approaches (in eight districts) and models of decentralized, transparent and accountable service delivery.				
Outcome indicator: - Increase in the number of district plans prepared in collaboration with Panchayati Raj Institutions (PRIs) in partner States - Capacity of PRIs to undertake gender-equitable planning developed - Effective approaches demonstrated towards sensitization of civil services to gender equality and decentralization that works.				
Applicable MYFF Service Line: Service Line 2.6 - Decentralization, local governance and urban/ rural development.				
Partnership Strategy: A partnership between UNDP, ActionAid (executing agency) and the four implementing agencies (one in each state) will be developed. UNDP will extend its support towards successful implementation and will help promote / build other partnerships with agencies which will help in supporting the project.				
Project title and ID (ATLAS Award ID): Enhancing women's role and participation in local governance				
Intended Outputs	Output Targets for (years)	Indicative Activities	Responsible parties	Inputs
Output 1. Enabling environment for women PRIs 1.1 Capacities of the Women PRI members in the 25 panchayats		1.1.1 Identify experts to conduct trainings	ActionAid	*
		1.1.2 Develop training modules	ActionAid	*

<p>built on issues related to governance and panchayati raj institutions</p> <p>Output Indicators:</p> <ul style="list-style-type: none"> 4 training courses conducted 4 Exposure visits organized Women in these 25 Panchayat mobilized to actively participate in the governance process <p>1.2 Strong Women PRI forums formed at various levels viz. district, state and national</p> <p>Output Indicators:</p> <ul style="list-style-type: none"> 4 State level inaugural workshop held 1 National level network of the Women PRIs in place and influencing the national level processes 4 District level networks of the Women PRIs in place 4 State level networks of the Women PRIs in place 4 Network meeting of intra district women PRI forum 1 Network meeting of inter district women PRI forum 1 National level workshop 	1.1.3 Identify training participants	ActionAid	*
	1.1.4 Conduct training courses to 25 women PRI members	ActionAid	*
	1.1.5 Training evaluation	ActionAid	*
	1.1.6 Exposure visit of 5 women PRIs from each state	ActionAid	*
	1.2.1 Identify women PRIs from among the community	Action Aid with local partners and the community.	*
	1.2.2 Group meeting of women PRIs conducted	ActionAid with local partners and the women PRI members	*
	1.2.3 Network meeting of intra district women PRI forum	ActionAid	*
	1.2.4 Formation of women PRI forum at state level	ActionAid in collaboration with women PRI members	*
	1.2.5 Inter district workshops	ActionAid in collaboration with local partners	*
	1.2.6 Formation of National Women PRI forum	ActionAid	*
1.2.7 Workshop with the Government Departments	ActionAid at the state level	*	
1.2.8 Develop IEC material	ActionAid in consultation with the	*	

			local partners	
			Total (Year 1 & 2)	49,369
Intended Outcome:				
2. Increased role of community Women in the decision making in the Panchayat/ Raj system				
Outcome Indicators:				
1. Number of women actively participate in the Gram Panchayat meetings				
2. Increased awareness among community women on governance issues				
3. Increased trust of community members on women PRI members				
Intended Outputs	Output Targets for (years)	Indicative Activities	Responsible parties	Inputs
Output 2. Empowerment of community women to demand their rights and entitlements from the local government		Identify the village panchayats	ActionAid	*
		Mobilize the community members	ActionAid with local partners and community women	*
2.1 Community mobilization and Formation of Reflect Circles		Identify the members and form Reflect Circles	ActionAid with local partners and community women	*
		Identify Reflect Facilitator	ActionAid with local partners and community women	*
Output Indicators:		Identify experts to conduct trainings	ActionAid	*
	25 Reflect Circles formed with 25 Reflect Facilitator Identified	Develop training modules	ActionAid	*
	4 Training courses conducted for the Reflect Facilitator	Conduct training courses to 25 Reflect Facilitators	ActionAid	*
	4 Social Audits conducted	Conduct trainings for circle members	ActionAid	*
2 Gender Audit conducted	Training evaluation of Reflect Facilitators and Circles	ActionAid	ActionAid	*

<p>2.2 Initiation of Micro Planning and Social and Gender Audit processes</p> <p>Output Indicators:</p> <ul style="list-style-type: none"> Micro Planning process started in 25 panchayats 4 Social Audits with gender perspective conducted 		<p>Training courses on Social Audit for 25 Reflect Circles with gender component</p> <p>Training evaluation</p> <p>Involvement of Women PRIs in the micro planning process</p> <p>Public Hearings on Social Audit held in 4 states</p>	<p>ActionAid</p> <p>ActionAid</p> <p>ActionAid</p> <p>ActionAid with the local partners</p> <p>Total (Year 1 & 2)</p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>79,689</p>
<p>Intended Outcome:</p> <p>3. Greater appreciation of the role of the Women in the Governance process at state and national levels</p>				
<p>Outcome Indicators:</p> <ol style="list-style-type: none"> Strengthened and effective women PRIs' networks Political parties mentioning issues of Women's rights violations in their manifesto Greater visibility to women PRIs' issues in the local/ national media 				
<p>Intended Outputs</p>	<p>Output Targets for (years)</p>	<p>Indicative Activities</p>	<p>Responsible parties</p>	<p>Inputs</p>
<p>Output 3. Advocacy and Alliance Building</p> <p>3.1 National Level Alliance of the Women Panchayat Raj members articulating issues of the women</p> <p>Output Indicators:</p> <ul style="list-style-type: none"> 4 workshops at the district level conducted 4 workshops at the state level conducted 1 National Level Alliance Meeting of the PRI members 		<p>Organize workshops at the district level</p> <p>Organize workshops at state level</p> <p>Coordinate with the State Women's Commission</p> <p>National level meeting of women PRI networks</p> <p>Develop IEC Materials</p>	<p>ActionAid at the state level</p> <p>ActionAid at the state level</p> <p>ActionAid at the state level</p> <p>ActionAid India</p> <p>ActionAid in consultation with the local partners</p>	<p>*</p> <p>*</p> <p>*</p> <p>*</p> <p>*</p>

Annexure V

ANNUAL WORK PLAN BUDGET SHEET

Year 1

EXPECTED OUTPUTS and indicators including annual targets	TIMEFRAME				RESPONSIBLE PARTY	PLANNED BUDGET			
	Q1	Q2	Q3	Q4		Source of Funds	Budget Description	Amount (USD)	
								Partners	AA
<i>Output 1. Enabling environment for women PRIs</i>					NGO Implementation (ActionAid)	10869	71600 Travel	1321	-
					NGO	10869	71300 Consultancy	4741	-
					NGO	10869	Equipments	1518	-
					NGO	10869	74500 Miscellaneous	17954	-
					UNDP	10869	F & A charges (5% of total)	1277	
							Total	26811	
<i>Output 2. Empowerment of community women to demand their rights and entitlements from the local government</i>					NGO Implementation (ActionAid)	10869	71600 Travel	762	
					NGO	10869	71300 Consultancy	4741	

					NGO	10869	Equipments	1518	
					NGO	10869	74500 Miscellaneous	28606	
					UNDP	10869	F & A charges	1667	
							Total	37294	
<i>Output 3. Advocacy and Alliance Building</i>					NGO Implementation (ActionAid)	10869	71600 Travel	-	-
					NGO	10869	71300 Consultancy	4741	-
					NGO	10869	Equipments	1518	-
					NGO	10869	74500 Miscellaneous	6328	11390
					UNDP	10869	F & A charges	1204	
							Total	25,291	
<i>Output 4. Project Coordination, Capacity Building and Monitoring</i>					NGO	10869	71600 Travel	-	2489
					NGO	10869	71300 Consultancy	-	9650

						10869	Equipments	-	778
						10869	M & E Costs		10,000
					NGO	10869	74500 Miscellaneous	-	1828
					UNDP	10869	F and A charges		1237
							Total		25,982
							Total - 1 st Year		115,378

Year 2

EXPECTED OUTPUTS and indicators including annual targets	TIMEFRAME				RESPONSIBLE PARTY	PLANNED BUDGET			
	Q1	Q2	Q3	Q4		Source of Funds	Budget Description	Amount (USD)	
								Partners	AA
<i>Output 1. Enabling environment for women PRIs</i>					Implementing NGO (ActionAid)	10869	71600 Travel	1453	-
					NGO	10869	71300 Consultancy	5215	-
					NGO	10869	Equipments	-	-
					NGO	10869	74500 Miscellaneous	14816	-
					UNDP	10869	F & A charges	1074	-
						Total		22,558	
<i>Output 2. Empowerment of community women to demand their rights and entitlements from the local government</i>					Implementing NGO (ActionAid)	10869	71600 Travel	838	-
					NGO	10869	71300 Consultancy	5215	-
					NGO	10869	Equipments	-	-

					NGO	10869	74500 Miscellaneous	34323	-
					UNDP	10869	F & A charges	2019	
							Total	42,395	
Output 3. Advocacy and Alliance Building					NGO Implementation (ActionAid)	10869	71600 Travel	-	
					NGO	10869	71300 Consultancy	5215	
					NGO	10869	Equipments	-	
					NGO	10869	74500 Miscellaneous	16018	14084
					UNDP	10869	F & A charges	1766	
							Total	37,083	
Output 4. Project Coordination, Capacity Building and Monitoring					NGO	10869	71600 Travel	-	2738
					NGO	10869	71300 Consultancy	-	10616
					NGO	10869	Equipments	-	-
							M & E costs		10750

								1828		
						NGO	10869	74500 Miscellaneous	-	
						UNDP	10869	F & A charges	1279	
								Total	27,229	
								Total - 2 nd year	129265	
GRAND TOTAL										244643

The Annual Work Plan (AWP) Monitoring Tool

Year: 1

CP Component: Fostering Democratic Governance
Executing Entity - ActionAid India

EXPECTED OUTPUTS AND INDICATORS including annual targets	PLANNED ACTIVITIES <i>List all the activities including monitoring and evaluation activities to be undertaken during the year towards stated CP outputs</i>	EXPENDITURES <i>List actual expenditures against activities completed</i>			RESULTS OF ACTIVITIES <i>For each activity, state the results of the activity</i>	PROGRESS TOWARDS ACHIEVING OUTPUTS Using data on annual indicator targets, state progress towards achieving the CP outputs. Where relevant, comment on factors that facilitated and/or constrained achievement of results including: <ul style="list-style-type: none"> ▪ <i>Whether risks and assumptions as identified in the CP M&E Framework materialized or whether new risks emerged</i> ▪ <i>Internal factors such as timing of inputs and activities, quality of products and services, coordination and/or other management issues</i>
		Budget Description	Amount (USD) Partners	Amount (USD) AA		
Output 1. Enabling environment for women PRIs Output Indicators: 1.1.4 training courses conducted 1.2.4 Exposure visits organized 1.3 Women in these 25 Panchayat mobilized to actively participate in the governance	1.1.1 Identify experts to conduct trainings			-		
	1.1.2 Develop training modules			-		
	1.1.3 Identify training participants			-		
	1.1.4 Conduct training courses to 25 women PRI members			-		
	1.1.5 Training evaluation					

<p>process</p> <p>1.4 State level inaugural workshop held</p> <p>1.5 1 National level network of the Women PRIs in place and influencing the national level processes</p> <p>1.6 4 District level networks of the Women PRIs in place</p> <p>1.7 4 State level networks of the Women PRIs in place</p> <p>1.8 4 Network meeting of intra district women PRI forum</p> <p>1.9 1 Network meeting of inter district women PRI forum</p> <p>1.10 1 National level workshop</p>	<p>1.1.6 Exposure visit of 5 women PRIs from each state</p> <p>1.2.1 Identify women PRIs from among the community</p> <p>1.2.2 Group meeting of women PRIs conducted</p> <p>1.2.3 Network meeting of intra district women PRI forum</p> <p>1.2.4 Formation of women PRI forum at state level</p> <p>1.2.5 Inter district workshops</p> <p>1.2.6 Formation of National Women PRI forum</p> <p>1.2.7 Workshop with the Government Departments</p> <p>1.2.8 Develop IEC material</p> <p>2.1.1 Identify the village panchayts</p> <p>2.1.2 Mobilize the community members</p>					
<p>Output 2. Empowerment of community women to demand their rights</p>						

4.1.3 Monitor the projects in the 4 regions

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Year: 2

CP Component: Fostering Democratic Governance
 Executing Entity - ActionAid India

EXPECTED OUTPUTS AND INDICATORS including annual targets	PLANNED ACTIVITIES <i>List all the activities including monitoring and evaluation activities to be undertaken during the year towards stated CP outputs</i>	EXPENDITURES <i>List actual expenditures against activities completed</i>			RESULTS OF ACTIVITIES <i>For each activity, state the results of the activity</i>	PROGRESS TOWARDS ACHIEVING OUTPUTS <i>Using data on annual indicator targets, state progress towards achieving the CP outputs. Where relevant, comment on factors that facilitated and/or constrained achievement of results including:</i> <ul style="list-style-type: none"> ▪ <i>Whether risks and assumptions as identified in the CP M&E Framework materialized or whether new risks emerged</i> ▪ <i>Internal factors such as timing of inputs and activities, quality of products and services, coordination and/or other management issues</i>
		Budget Description	Amount (USD)	Amount (USD)		
Output 1. Enabling environment for women PRIs Output Indicators: 1.1.4 training courses conducted	1.1.1 Identify experts to conduct trainings			AA		
	1.1.2 Develop training modules					
	1.1.3 Identify training participants					

1.2.4 Exposure visits organized	1.1.4 Conduct training courses to 25 women PRI members						
1.3 Women in these 25 Panchayat mobilized to actively participate in the governance process	1.1.5 Training evaluation						
1.4.4 State level inaugural workshop held	1.1.6 Exposure visit of 5 women PRIs from each state						
1.5.1 National level network of the Women PRIs in place and influencing the national level processes	1.2.1 Identify women PRIs from among the community						
1.6.4 District level networks of the Women PRIs in place	1.2.2 Group meeting of women PRIs conducted						
1.7.4 State level networks of the Women PRIs in place	1.2.3 Network meeting of intra district women PRI forum						
1.8.4 Network meeting of intra district women PRI forum	1.2.4 Formation of women PRI forum at state level						
1.9.1 Network meeting of inter district women PRI forum	1.2.5 Inter district workshops						
1.10.1 National level workshop	1.2.6 Formation of National Women PRI forum						
	1.2.7 Workshop with the Government Departments						
	1.2.8 Develop IEC material						
Output 2. Empowerment of	2.1.1 Identify the village panchayts						

<p>community women to demand their rights and entitlements from the local government</p> <p>Output Indicators:</p> <p>2.1 25 Reflect Circles formed with 25 Reflect Facilitator identified</p> <p>2.2 4 Training courses conducted for the Reflect Facilitator</p> <p>2.3 4 Social Audits conducted</p> <p>2.4 2 Gender Audit conducted</p>	2.1.2 Mobilize the community members							
	2.1.3 Identify the members and form Reflect Circles							
	2.1.4 Identify Reflect Facilitator							
	2.1.5 Identify experts to conduct trainings							
	2.1.6 Develop training modules							
	2.1.7 Conduct training courses to 25 Reflect Facilitators							
	2.1.8 Conduct trainings for circle members							
	2.1.9 Training evaluation of Reflect Facilitators and Circles							
	<p>Output 3. Advocacy and Alliance Building</p>	3.1.1 Organize workshops at the district level						
3.1.2 Organize workshops at state level								
3.1.3 Coordinate with the State Women's Commission								
3.1.4 National level meeting of women PRI networks								
3.1.5 Develop IEC Materials								
<p>Output 4. Project Coordination, Capacity</p>	4.1.1 Coordinate with the regions							

Building and Monitoring	4.1.2 Provide training support							
	4.1.3 Monitor the projects in the 4 regions							
Output 5. Amount to be Incurred by UNDP	5.1 Monitoring & Evaluation							
	5.2 Admin. Overhead Fee @ 5% of TPC							