|  |  |
| --- | --- |
| **Contract number:** | [insert eContracts ID]- Please quote this number on invoices. |

Date

Name

Title

 PROJECT PARTNER

Address

**Re: Project Agreement for** **[insert project name and location] with USAID funding**

Dear Name,

I am pleased to write on behalf of the International Federation of Red Cross and Red Crescent Societies (the “IFRC”) to indicate the IFRC’s agreement to make available to the [insert name of [ PROJECT PARTNER] (the “ Project Partner”) [an amount not exceeding [insert currency] [insert amount] and / or [type of goods in kind] of a value not exceeding [insert currency] [insert amount] (the “Funding”). This Project Agreement (“Agreement”) in the form of a letter and its attachments sets out the agreement between the IFRC and the Project Partner (each a “Party”, and collectively, the “Parties”).

The Funding, pursuant to a contribution from USAID, is made available to support the project [project name], the objectives and description of which are set out in the Project Proposal or Description in **Attachment 1** (the “Project”). Allocation and use of the Funding shall be in accordance with the Project Budget (**Attachment 2)**, and the IFRC General Terms and Conditions for Project Support to Partners with USAID Funding (**Attachment 4**).

**Project Data for [project name]**

1. Location: [insert location or locations]
2. Agreement Commencement Date: [insert “upon signature” or set a commencement date]
3. Agreement End Date: [insert]
4. Project Commencement Date: [insert eligibility of costs start date]
5. Project Completion Date: [insert eligibility of costs end date]

**Contacts**

1. Federation Project Manager: [insert Name, Title, Email, Phone, Address]
2. Project Partner’s Project Manager: [insert Name, Title, Email, Phone, Address]

**Funding**

1. Funding System: Cash Transfer
2. Frequency of requests from Project Partner for Funding: [insert frequency- monthly, quarterly, every 6 months etc.]
3. Frequency of payment: [insert frequency]
4. Date first tranche of Funding available: [insert date or “upon signature of this Agreement”]
5. Amount of each tranche of Funding: [insert amount]
6. Maximum applicable balance limit for Working Advances: [insert amount in CHF- delete clause if Cash Transfer]
7. Maximum unreported limit for Cash Transfers: [insert amount in CHF- delete clause if Working Advance]
8. Bank account for payment of Funding:

Name of Bank: [insert]

Address of Bank: [insert]

Bank account Number: [insert]

Beneficiary bank account name (registered with the bank): [insert]

SWIFT/BIC code: [insert]

IBAN (if applicable): [insert]

Bank account’s currency: [insert]

**Reporting**

1. Frequency of reporting: [insert frequency- monthly, quarterly, every 6 months etc.]
2. Cash Transfer report due dates: [Insert dates]
3. Reporting periods and due dates:

[insert, as per needs -final report is essential:

* Report 1 from [insert date] to [insert date], due [insert date]
* Report 2 from [insert date] to [insert date], due [insert date] etc.]
* Final report: from [insert date] to [insert date], due [insert date].
1. Other reports required by Project Donor: [Insert details including any indicators to be reported against, periods covered by the reports and due dates- delete the clause if not applicable].
2. Language for reporting: English
3. Currency for reporting: [insert currency]
4. In addition, the following Special conditions shall apply:

## **Publications, Media Releases, Branding and Marking**

1. If the Project Partner intends to identify USAID’s contribution to any publication, video or other information/media product resulting from this grant, the product must state that the views expressed by the author(s) do not necessarily reflect those of USAID.
2. Acknowledgements must identify the sponsoring USAID Office and Bureau, or Mission and the U.S. Agency for International Development substantially as follows:

“This [publication, video, or other information/media product (specify)] was made possible through the support provided by the Office of \_\_\_\_\_\_, Bureau for \_\_\_\_\_, U.S. Agency for International Development, under the terms of Grant No.\_\_\_\_\_\_. The opinions expressed in this [publication, video, or other information/media product (specify)] are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development”.

1. The Project Partner must provide the IFRC with one copy of all published works developed under this grant and with lists of other written work produced under the grant.
2. Prior to branding or marking of any program materials related to the implementation of this Agreement the Project Partner shall request the IFRC for branding and marking guidelines and brand the materials accordingly.

## **Title to and Disposition of Property**

Ownership of equipment, supplies, and other property purchased with the Funding will vest in the IFRC. Disposition of excess property purchased with the Funding will be made in consultation with the IFRC, USAID, and where applicable, the government of [Country].

## **Persons with Disabilities**

The Project Partner must not discriminate against persons with disabilities in the implementation of the Project and must make every effort to respect the principles of Convention on the Rights of Persons with Disabilities in the implementation of the Project. To the extent possible within the Project objectives, the Project Partner should demonstrate a comprehensive and consistent approach for including men, women and children with disabilities. In the event that the Project Partner has received written approval from the IFRC to use the Funding for construction or for substantial renovation works, the Project Partner shall take appropriate measures to ensure persons with disabilities are equally able to access the physical environment, transportation, information and communication (including information and communications systems and technologies), and other public facilities and services in urban and rural areas. This includes compliance with the International Building Code, the UN Convention on the Rights of Persons with Disabilities, and other applicable standards for accessibility in [Country].

## **Reporting Foreign Taxes**

Should the Project Partner be obligated to pay taxes or duties related to the activities or funding under this agreement, that it does not anticipate being reimbursed, the Project Partner must notify the IFRC immediately.

## **Terrorist Financing**

The Project Partner is reminded that certain United Nations Security Council Resolutions, U.S. Executive Orders and U.S. laws prohibit transactions with, and provisions of resources and support to, individuals and organizations associated with terrorism. The Project Partner warrants that the Project activities have not been designed to assist parties to a conflict, governments, armed groups, or any other authority, including individuals and groups that engage in, or support acts of violence, the primary purpose of which is to spread terror among the civilian population.

The Project Partner must include this provision in any contracts using the Funding.

## **Prohibition on Assistance to Drug Traffickers**

The Project Partner will make reasonable efforts, as necessary, to ensure that the Funding is not diverted in support of drug trafficking.

## **Trafficking in Persons**

Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) represents a significant human-rights concern to the United States and the international community. The Project Partner agrees not to engage in trafficking in persons during the performance of this Agreement.

## **Prohibitions on use of the Funding:**

The Funding may not be used for any purpose other than the purpose for which the IFRC awarded the grant to the Project Partner:

1. .

## **Procurement**

1. The Project Partner shall request the written approval of the IFRC if intended to procure the following goods: motor vehicles, agricultural commodities, pesticides, fertilizers, used equipment, contraceptives and condoms, generators. The IFRC reserves the right to refuse the said procurements.

## **Audit**

1. The Project Partner consents to any audit related to this Agreement performed by the IFRC or USAID. Upon a reasonable request, the Project Partner will provide further available relevant information. Should closer scrutiny be deemed needed and upon request by the IFRC or USAID, the Project Partner shall allow either USAID or an independent auditor to perform a special audit for which the scope and plan should be agreed upon. The costs of such special audit will constitute eligible costs under this Agreement.
2. USAID may undertake spot checks related to activities funded under this Agreement. It is agreed that the IFRC and/or USAID may request and the Project Partner will provide, in a timely fashion, access to financial information required for such spot It is understood that representatives of USAID will be given access to the site of the Project and/or the headquarters of the Project Partner. The Project Partner will provide all relevant financial information and clarifications to USAID representatives and will explain, with appropriate concrete examples, how the accounts are managed, and the procedures used to ensure transparency and accuracy in the accounts. Access to relevant financial information will be planned and coordinated by USAID and the Project Partner in advance. The costs of such spot checks will be borne by USAID.

## **Fraud and corruption**

1. The fraud and corruption practices referred to in clause 14 of the “IFRC Terms and Conditions for Project Support” include, but are not limited to:

1. Corrupt Practice (the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a public official);
2. Fraudulent Practice (any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit, or to avoid an obligation);
3. Collusion (an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party);
4. Coercion (impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party); and
5. Obstruction (deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a recipient investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of recipient’s contractual rights of audit or access to information).

1. The Project Partner shall have in place a suitable mechanism to report any fraudulent or corrupt practice.
2. The Project Partner acknowledges that information relating to a credible allegation of fraud or corruption disclosed to the IFRC pursuant to the terms of this Agreement may be communicated to USAID Office of the Inspector General and will be treated by USAID as confidential. Notwithstanding the preceding, such information may be disclosed in a judicial proceeding or to the public, if required by any US federal law or international law applicable to USAID.

## **Monitoring, Review and Evaluation**

In the implementation of this Agreement, the Project Partner shall:

1. promptly inform the IFRC about any condition, event or situation which interferes or threatens to interfere with the successful implementation of any activity financed under this Agreement;
2. be responsible for the monitoring and regular review of activities carried out under this Agreement. For activities under this agreement, the cost of monitoring and review will constitute an eligible cost;
3. perform, as per its internal policies and procedures, the evaluation of the Project and include such costs, upon validation of the IFRC, in the Project’s budget, which shall constitute an eligible cost;
4. allow the IFRC to publicly disclose final evaluation reports and management responses;
5. allow USAID, or any of its agents, upon prior notice to the Project Partner, to evaluate or review this Agreement’s implementation, including without limitation through site visits, with a view to determining whether results are being or have been achieved and resources have been used for their intended purposes. Costs of such evaluations or reviews will be borne by USAID, unless otherwise agreed; and

agree with the IFRC on the schedule for reviews and evaluations planned for the following twelve (12) months, insofar as they concern activities funded under the Agreement.

1. This Agreement consists of this letter and the attachments below. The terms and conditions in this letter shall prevail in case of discrepancy with any of the attachments:

**Attachment 1:** Project Proposal/ Project Description [Please amend as required]

**Attachment 2:** Project Budget

**Attachment 3:** Payment Request Form

**Attachment 4:** International Federation of Red Cross and Red Crescent Societies Terms and Conditions for Project Support with USAID Funding

**Attachment 5:** Narrative Report Format

**Attachment 6:** Summary of International Federation Procurement Procedures

**Attachment 7:** IFRC’s Child Protection Policy

**Attachment 8:** IFRC’s Policy on Prevention and Response to Sexual Exploitation and Abuse

By confirming acceptance of this Agreement, the [Insert Name of Project Partner] agrees to utilise the Funding only in accordance with the terms set out in this Agreement and its Attachments.

Please sign, date and return to the Federation a copy of this Agreement. Upon receipt of such copy by the Federation, this Agreement will become effective on the Agreement Commencement Date.

Sincerely,

Name

Title

International Federation of Red Cross and Red Crescent Societies

This Agreement is accepted and agreed on behalf of the [insert name of PROJECT PARTNER]:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Title

Insert name of PROJECT PARTNER

**ATTACHMENT 4: IFRC GENERAL TERMS AND CONDITIONS FOR PROJECT SUPPORT TO PARTNERS WITH USAID FUNDING**

These terms and conditions form part of the Project Agreement (“Agreement”) setting out the manner in which financial support is provided by the International Federation of Red Cross and Red Crescent Societies (hereinafter known as the “Federation”) to a Project Partner in relation to a specific project.

1. **TERM**
	1. This Agreement shall enter into force on the Agreement Commencement Date and shall end on the Agreement End Date, as set out in the Project Date (the “Term”).
	2. The Project shall commence on the Project Commencement Date and end on the Project Completion Date, as set out in the Project Date.
2. **GENERAL RESPONSIBILITIES OF THE PARTIES**
	1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties further agree to implement the Project with the requisite degree of care, efficiency, transparency and diligence as required by best practice in the field, and to use their best efforts to ensure the highest service and accountability to relevant stakeholders.
	2. The Parties recognize that all activities carried out pursuant to this Agreement must be consistent with the Fundamental Principles of the International Red Cross and Red Crescent Movement, and all applicable domestic and international laws and regulations.
	3. The Parties shall use gender and diversity as an analytical tool, as part of the beneficiary selection criteria, in order to identify and assist the most vulnerable. Gender equality shall be incorporated into the execution of the Project, on the condition that no person is exposed to risks of abuse or violence in any form as a result thereof.
3. **PROJECT MANAGERS**

The Federation and the PROJECT PARTNER have designated individuals to serve as managers for this Project on behalf of the Parties, as set out in the Project Data.

1. **FINANCIAL PROVISIONS**
	1. The Funding shall be provided by the Federation in tranches.
	2. The Funding may be used only in accordance with the Project Budget set out in **Attachment 2** for expenditures that are necessary or desirable for implementing the Project in the manner described in **Attachment 1**.
	3. The amount approved for disbursement will be based on the achievement of Project results and the expected cash flow needs of the Project Partner. The Federation, at any time, may approve disbursement of an amount less than the disbursement request if the Federation concludes that the full disbursement request is not justified.
	4. The IFRC will only accept those expenses deemed eligible expenses in accordance with clause ‎9 of this Agreement. For the avoidance of doubt, the IFRC will not pay any amounts in excess of the Funding, even if eligible costs exceed this amount. Where eligible costs are less than the amount budgeted, the Funding may be reduced or reimbursed accordingly.
	5. All Funding is contingent upon performance by the Project Partner of its obligations under this Agreement, including financial and progress reporting obligations provided for in this Agreement.
	6. The Project Partner may, on its own initiative, increase or decrease the amounts allotted to individual budget components (expenditure categories) in the Project Budget set forth in **Attachment 2** by up to ten percent, without exceeding the overall amount of the Funding. Any other variation of the budget components shall require the prior written approval of the IFRC.
	7. The Project Partner shall not accept funds for the Project from any party other than the Parties to this Agreement, without the prior written consent of the IFRC.
	8. The Project Partner is strongly encouraged to ensure that, consistent with applicable law, the purchase of any goods or services using the Funding shall be free from taxes and duties. Therefore, the Project Partner will, not later than ninety (90) days after the Agreement Commencement Date, provide the IFRC with written confirmation of the status of the exemption from taxes and duties that may be accorded to assistance under this Agreement.  Where the Project Partner is required to pay taxes and duties upfront and claim a reimbursement at a later date from the relevant tax authorities, the Project Partner shall not claim the amounts paid in taxes and duties as eligible costs under this Agreement.
	9. Where the Project Partner applies a fixed percentage or amount to cover its administration/management support costs, this must be included in the budget. The amount applied must be reasonable and based upon a justifiable costing mechanism and supporting documentation.
2. **RESPONSIBILITIES OF THE PARTIES IN INITIATING PAYMENT**
	1. In order to initiate a payment under, the Project Partner’s project manager shall submit to the IFRC project manager a request for payment, on the frequency set out in the Project Data and using the Payment Request Form (Annex 3). The IFRC will then validate the request to ensure compliance with the budget and these terms and conditions; once approved, the IFRC project manager will forward the Payment Request Form to the IFRC Finance Department for payment. Cash Transfers shall be paid to the Project Partner in Swiss Francs (CHF) on the frequency set out in the Project Data*.*
	2. The Project Partner project manager will confirm the receipt of the bank transfer by email to the IFRC project manager, stating the amount received, currency, date received and bank account number.
	3. If the Project Partner’s financial system does not support the tracking of expenditure against individual donations/grants then the cash transfers received must be paid into a separate Project-specific bank account.
	4. The Project Partner project manager will submit a Cash Transfer Financial Report to the IFRC project manager on the frequency set out in the Project Data. The IFRC project manager will validate the report and follow up with any necessary action as appropriate.
	5. Where Funding is provided under the Cash Transfer System, the Project Partner shall administer and account for the Funding in accordance with its own financial rules and regulations.
3. **REPORTING**
	1. In addition to the reports referred to in the preceding clauses, the Project Partner shall submit such narrative and financial reports on the Project as set out in the Project Data and on the frequency and due dates and in the language and using the currency set out in the Project Data. The IFRC reserves the right to request from the Project Partner such other information or reports as the IFRC may reasonably require.
	2. Narrative reports shall be provided in the Narrative Report Format set out in Attachment 5. They should contain an assessment of the achievements and outcomes for the Project beneficiaries to date, an assessment of whether the Project is being implemented in accordance with the Project Proposal and the Project Budget, and a description of any obstacles to full and timely implementation of the Project. They should also report against any indicators as set out in the Project Data. All narrative reports shall be in the language specified in the Project Data.
	3. Financial reports shall be provided in the same format as the Project Budget.
4. **SUSPENSION OR REDUCTION IN FUNDING**
	1. The IFRC may suspend or reduce the Funding if:
5. The Project Partner fails to comply with any of these terms and conditions, including but not limited to:
	1. Failure to submit acceptable and timely Project reports as set out in the Project Data,
	2. In the case of Funding provided under the Working Advance System, failure to produce acceptable and timely supporting documentation of Project expenditure,
	3. Spending the Funding otherwise than in accordance with the budget,
	4. Engaging in fraud, corruption, conflicts of interest or other misuse of Funding.
6. Funding is suspended or reduced by USAID. In this case, the IFRC shall inform the Project Partner as soon as it becomes aware of a suspension or reduction. The IFRC shall work with the Project Partner to minimise the impact of the suspension or reduction on the Project.
	1. Where Funding is suspended or reduced in accordance with this clause, the IFRC will ensure that sufficient funds are available for the Project Partner to meet all contractual commitments incurred by it in accordance with this Agreement for the purpose of implementing the Project prior to the date on which the Project Partner was notified of the suspension or reduction in Funding and which cannot be legally voided, but reserves the right not to provide Funding to cover any forward commitments made after that date
	2. If a period of suspension is longer than one third of the Term of this Agreement, the IFRC may terminate this Agreement in accordance with the Termination clause.
	3. If the Project is resumed, the duration of the suspension will be added to the Term of this Agreement. In this event, the IFRC shall prepare a letter containing this amendment to the Term of the Agreement, which will be signed by the Parties.

1. **ELIGIBLE COSTS**

To be considered eligible as direct costs of the Project, costs must satisfy the following general criteria:

* 1. They must derive directly from this Agreement or be necessary and reasonable for the implementation of the Project;
	2. They must be actual costs and comply with the principles of sound financial management, in particular regarding economy and efficiency;
	3. They must be committed during the Term, with the exception of costs relating to the winding-up of the Project, and expenditure committed before the Agreement Commencement Date of this Agreement which the IFRC has agreed in writing can be included.
	4. They must be identifiable, in particular being recorded in the accounting records of the Project Partner, determined according to the usual cost-accounting practices of the Project Partner;
	5. They must be backed by original supporting evidence (as the case may be in electronic form) and verifiable, to be consistent with the principles of transparency and equal treatment;
	6. They must comply with the applicable requirements of tax and social legislation

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1. **RECORDS OF THE PROJECT PARTNER**
	1. The Project Partner shall ensure that all the relevant information is available to the IFRC to ensure at all times a sufficiently detailed audit trail.
	2. The Project Partner shall make available upon request from the IFRC accurate and regular records and accounts detailing all income and expenditures, and all other documents necessary to verify the implementation of the Project in accordance with this Agreement, including: financial computer system transaction slip/journals, requisitions, request for quotation sent to potential suppliers, offers/tenders from suppliers, comparative bid analyses, purchase orders, all contracts (for example, purchase contracts, lease contracts, shipping contracts), pro forma invoices from suppliers, certificates of origin from suppliers, customs documents, waybills, bills of lading, packing lists, goods received notes, suppliers invoices, vendors receipts, bank statements, payroll documents, petty cash statements, fixed asset disposal forms, and financial reports generated by a financial computer system.
	3. The Project Partner shall maintain personnel files of individuals hired by the Project Partner whose salaries and/or benefits are paid in full or in part using funds transferred by the IFRC. A personnel file must contain the following documents: job description(s), appointment letter(s), employment contract(s), mission instructions or other description of tasks performed under a specific employment contract, termination notice (if any), and copies of payroll documents. These files should be maintained alphabetically by name.
	4. The Project Partner shall maintain records documenting the usage of vehicles that have been purchased and/or maintained using the funds transferred by the IFRC. The following types of documents shall be kept: vehicle registration, license and insurance documents, vehicle log books, maintenance records, copies of invoices/receipts, fuel consumption record, copies of accident reports, copies of written authorisations for personal use of a vehicle. Vehicle files should be organised numerically by vehicle number.
	5. All records referred to in this section shall be retained by the Project Partner for a minimum of eight (8) years from the end of the IFRC’s financial year in which the Project was completed.
2. **AUDITS**
	1. The IFRC reserves the right, at its discretion, to perform audits or financial reviews (including on the spot checks) so as to ensure the accountability of Funding received. The Project Partner shall facilitate the audits or financial reviews and shall provide access to and make available without restriction all relevant financial and operational information, as well as certified statements of account, relating to the Project to persons so designated by the IFRC and provide satisfactory explanations to all queries arising in connection therewith.
	2. The right to perform audits or financial reviews applies during the Term and for a period of eight (8) years after the end of the Term.
3. **PROCUREMENT**
	1. Procurement of goods and services. Where the Project Partner undertakes procurement for the Project the Project Partners hall ensure that its procurement procedures and practices are no less rigorous than the IFRC’s procurement procedures (see Summary of IFRC Procurement Procedures attached as **Attachment 6**). Where necessary, the IFRC shall provide the Project Partner with an information session on the IFRC’s procurement rules and the obligations of the Project Partner relating to procurement, and will conduct a verification of the Project Partner’s procurement procedures.
	2. Procurement Principles. Notwithstanding clause ‎12.1 the Project Partner shall ensure that its procurement principles and practices are in conformity with the following principles:
4. The Project Partner shall prepare detailed specifications of the goods or services required for the Project;
5. Specifications of supplies and material assistance required for the Project shall meet the standards and norms prevailing in the recipient country and IFRC standards;
6. As a minimum, contracts for goods and services shall be awarded, to the extent practical, on a transparent and competitive basis and contracts shall be awarded only to responsible contractors that possess the demonstrated ability to successfully perform the contracts;
7. All tenders for contract bids must be clearly notified to all prospective bidders, which shall be given a sufficient amount of time to respond to such tender;
8. Tenders for goods and services shall provide all information necessary for a prospective bidder to prepare a bid and, as such, shall be based upon a clear and accurate description of the proposed terms and conditions of the contract and the goods or services to be acquired;
9. In general, contracts in excess of CHF 1,000 should be awarded only after inviting and assessing at least three competitive bids or quotations;
10. Any exceptions from competitive bidding procedures, such as availability from a sole supplier, must be justified in writing and approved in advance by the IFRC’s Global Logistics Service;
11. Evaluation and comparison of bids shall include the recording of the criteria and deciding factors leading to the award of the contract to the selected supplier;
12. Satisfactory delivery and compliance with the specifications and warranties agreed with the supplier shall be documented by shipping, inspection and receiving records;
13. Payment to suppliers, insurance companies, shipping and handling agents shall be conditional upon the fulfilment of their contractual obligations;
14. The awarding of contracts must also meet all applicable donor requirements as conveyed by the IFRC to the Project Partner;
15. The Project Partner shall maintain records documenting in detail the tendering, contracting, receipt and use of goods and services acquired under this Agreement; and
16. The Project Partner assumes full responsibility for any other parties and/or service providers it engages in connection with the implementation of the Project.
	1. Use of goods and services. All goods and services financed by the Funding (whether purchased, rented or leased) must, unless otherwise agreed by the IFRC in writing, be devoted to the Project until the lawful completion or termination of the Project. Upon completion of the Project, subject to any donor obligations and applicable laws, the Project Partner and the IFRC shall agree on the final destination and ownership of all goods financed by the Funding.
	2. Insurance on goods and ownership of goods
	3. The Project Partner shall be responsible for meeting the cost of insurance of the goods and equipment (including vehicles, if any) it uses in connection with the Project.
	4. Title to goods acquired by the Project Partner with the Funding shall be in the name of the Project Partner or a sub-recipient or other entity approved by the Parties.
17. **COMMUNICATIONS AND PUBLIC REPRESENTATIONS**
	1. All communications regarding this Agreement shall be in English, unless the IFRC and the Project Partner agree otherwise in writing.
	2. In the spirit of a whole and healthy collaboration, the Parties agree to keep each other regularly informed about the progress of the Project and about any problem which could arise in relation to the implementation of the Project. Regular meetings between the Parties and with local community groups/committees, as required, shall be organized so as to confirm beneficiary targets and to brief all stakeholders on the implementation progress.
	3. All public statements by the Project Partner regarding the IFRC or any back donor’s role in the Project are subject to the prior written approval of the IFRC.
18. **CONFLICTS OF INTEREST, FRAUD, CORRUPTION, MISUSE OF FUNDS**
	1. Internal control, fraud and corruption prevention
19. The Project Partner shall maintain appropriate standards of conduct and control mechanisms to minimize the risk of conflicts of interest, fraudulent or corrupt conduct or other misuse of funds. The standards of conduct shall govern the performance of Project Partner personnel, consultants, interns and volunteers engaged in the award and administration of contracts, grants, or other benefits in relation to the Project and its implementation.
20. The Project Partner shall ensure that its contractors, suppliers, and any other third Parties involved in the Project are bound by the same appropriate standards of conduct.
21. The Project Partner must not require its employees, contractors, suppliers, and any other third Parties involved in the Project to sign confidentiality agreements which prevents them from reporting fraud or corrupt conduct.
	1. Zero tolerance towards fraud and corruption
		1. The Project Partner commits not to:
		2. Offer or accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payment or benefit, which would or could be construed as an illegal or corrupt practice; and
		3. Otherwise engage in any fraudulent or corrupt practices in relation to activities undertaken pursuant to this Agreement.
		4. Where there is a credible allegation of conflict of interest, fraud, corruption, or misuse of resources, the Project Partner shall make full disclosure of the allegation to the IFRC, in accordance with the principles of transparency and accountability.
		5. The Project Partner, in consultation with the IFRC, shall investigate and take appropriate and timely action, including preventative measures, in response to any credible allegation of conflict of interest, fraud, corruption or misuse of resources, in accordance with applicable rules, regulations, policies and laws.
		6. In the event that the Project Partner fails to investigate at its own cost, or if the IFRC otherwise decides, the Project Partner hereby agrees that IFRC may commission an investigation at the IFRC’s cost, and, in this event the Project Partner shall provide to the IFRC access to all relevant documents, records and personnel.
	2. Recoverability and sanctions
22. In addition to the termination rights contained in clause 20, the IFRC shall have the right to immediately terminate this Agreement in force in the event that fraud, corruption or misuse of resources is established.  The IFRC shall decide whether to exercise this right to terminate taking into account the magnitude of the fraud, corruption or misuse of resources and the Project Partner’s reaction to it.
23. The Project Partner shall repay to the IFRC any funds which are found to have been misused or not satisfactorily accounted for, without prejudice to any other remedies available to the IFRC.
24. In case of suspected criminal activity, the IFRC reserves the right to inform the relevant law enforcement authorities.
25. **REIMBURSEMENT**
	1. If, at any time during the Term of this Agreement, or as a result of an audit conducted following the end of the Term, the IFRC determines that part of the Funding has been expended for purposes not in accordance with the terms of this Agreement, then the Project Partner must refund the amount to the IFRC.
	2. Without limiting the foregoing, situations in which Funding must be reimbursed to the IFRC include:
26. Where Funding has been spent otherwise than in accordance with the budget;
27. Where the Project Partner has failed to submit acceptable and timely Project reports as set out in the Project Data;
28. In the case of Funding provided under the Working Advance System, where the Project Partner has failed to produce acceptable and timely supporting documentation of Project expenditure; or
29. Where the Project Partner has engaged in fraud, corruption, conflicts of interest or other misuse of funds.
	1. The right to require a refund of Funding in accordance with this clause shall continue, notwithstanding any other provision of these terms and conditions, for eight (8) years from the date of termination of this Agreement.
30. **CHILD PROTECTION, PREVENTION AND RESPONSE TO SEXUAL EXPLOITATION AND ABUSE**
	1. The Project Partner shall respect the fundamental rights of children in implementing this Agreement. Project Partner acknowledges and shall comply with the key principles in sections 3.1 to 3.5 of the IFRC’s Child Protection Policy (the “CP Principles”). Project Partner shall use its best efforts to promote and enhance child protection amongst employees, contractors, suppliers and any other third Parties (the “Personnel”).
	2. The Project Partner shall protect the vulnerable populations with which it will work in implementing this Agreement (the “Affected Persons”), including protection from sexual exploitation and abuse. The Project Partner acknowledges and shall comply with the key principles in sections 4.1 to 4.7 (the “PSEA Principles”) of the IFRC’s Policy on Prevention and Response to Sexual Exploitation and Abuse (the “PSEA Policy”).
	3. The Project Partner shall ensure that it has adequate rules, procedures, systems and mechanisms in place to address child exploitation and abuse, as well as sexual exploitation and abuse cases.
	4. The Project Partner shall investigate and take immediate action, including preventative measures, following fair and proper procedures, in response to any credible allegation that any member of its Personnel involved in the activities funded under this Agreement may be in breach of the CP Principles or the PSEA Principles, in particular of those laid down in clause 4.5 of the PSEA Policy. The Project Partner may refer the case to law enforcement authorities as the case may be.
	5. The Project Partner shall notify the IFRC of any Personnel accused of, charged with, arrested for, or convicted of, criminal offences relating to child exploitation, child abuse or to sexual exploitation and abuse.
	6. The Project Partner shall immediately inform the IFRC of any substantiated allegations, and any actions or measures taken, including the findings of the investigations and related sanctions.
	7. The Project Partner acknowledges that:
31. The provisions hereof constitute an essential element of this Agreement and that any breach entitles the IFRC to terminate immediately this Agreement, without any liability; and
32. The IFRC may request audits or other measures to ensure compliance with the CP and the PSEA Principles.
33. **DATA PROTECTION**
	1. For the purposes of this Agreement, the following definitions shall apply:
* Personal Data: Any information relating to an identified or identifiable natural person.
* Data Controller: The person or entity that determines the purposes and means of the processing of Personal Data.
* Data Processor: The individual or entity that performs one or more processing operations on Personal Data under instructions from the Data Controller.
* Personal Data Breach: Unauthorized access to, or destruction, loss, alteration or disclosure of Personal Data.
	1. In general, the Parties agree to comply with any applicable laws and internally binding policies (in particular, the IFRC’s Policy on the Protection of Personal Data [“IFRC Policy”]), procedures and guidelines related to data protection. The Project Partner, as the Data Processor, further agrees that it shall:
1. only use the Personal Data for the purposes of fulfilling this Agreement, and more generally according to the IFRC’s instructions;
2. maintain a record of all Personal Data processing activities;
3. implement sufficient (taking into account the sensitivity of the Personal Data concerned) physical, organizational and technical safeguards to prevent the unauthorized alteration or loss of, or access to the Personal Data;
4. not undertake any onward transfer or sharing of the Personal Data to third parties without the IFRC’s express agreement, and where a third party (including any government) has requested such data, the Project Partner agrees to promptly inform the IFRC to allow it to assert any privileges and immunities;
5. not subcontract any part of the work involving the processing of Personal Data without the express consent of the IFRC;
6. provide the IFRC with any reasonable assistance in order to allow it to comply with its data protection obligations;
7. promptly notify the IFRC in the event that any security incident (Personal Data breach) occurs and promptly provide the IFRC with information on the nature of the incident, its likely consequences and the steps taken or proposed to be taken to address the incident; and
8. return and/or destroy (as specified by the IFRC) all Personal Data once the Agreement has completed, or at any time upon the IFRC’s request.
	1. The Project Partner understands that the IFRC shall be entitled to receive Personal Data related to the Agreement for the purposes of establishing or defending legal claims, complying with contractual or legal obligations, archiving and research, auditability and sound management, and/or other legitimate interests pursued by the IFRC.
9. **INTELLECTUAL PROPERTY RIGHTS**
	1. Unless otherwise agreed in writing between the Parties, the IFRC shall be entitled to all intellectual property rights including but not limited to patents, copyrights and trademarks, with regard to any product of material which bears a direct relation to, or is made in consequence of, activities under this Agreement.
	2. The IFRC shall grant the Project Partner a non-exclusive licence to use the materials in which the IFRC owns intellectual property rights, solely for the purposes of activities under this Agreement.
	3. All Parties agree to take any action required for the protection of intellectual property rights as the case may be.
10. **CONFIDENTIALITY**
	1. The Parties agree to treat as confidential and not at any time disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to their respective operations or finances or any other information that may reasonably be considered confidential information or explicitly classified by either party as such, where such information was received during the Term of this Agreement or in the course of its negotiation, except where such information is in, or enters, the public domain, or disclosure of such information is required by law and the Party concerned has given reasonable notice of such disclosure.
	2. The obligation of confidentiality set out in this clause shall survive the termination of this Agreement for a period of five (5) years.
11. **AUTHORITY TO ACT AND RESPONSIBILITIES AND LIABILITIES OF THE PARTIES**
	1. Each of the Parties retains control over their names, emblems and logos in accordance with applicable international and national law and their respective rules and regulations. Neither Party is authorized under this Agreement to make use of the other Party’s name, emblem or logo, except as separately agreed in writing by the Parties.
	2. The Project shall not be construed as a legal partnership or joint venture between the Parties. Each Party retains full responsibility for its acts and omissions and those of its agents, personnel and any consultants or contractors engaged by it, whether related to the execution of the Project or not.
	3. The Project Partner shall be solely responsible for complying with applicable national and international laws and regulations, and for dealing with claims by third parties arising from its implementation of this Agreement.
	4. The Project Partner shall indemnify, hold and save harmless, and defend, at its own expense, the IFRC, its officials, servants, and agents from and against all suits, claims, demands, and liability, of any nature or kind, including their costs and expenses, arising out of any acts or omissions by the Project Partner, or the Project Partner’s employees, officers, agents, or sub-contractors, in their performance of this Agreement. The obligations under this provision survive termination of this Agreement and do not prejudice any other remedies available to the IFRC.
12. **TERMINATION**
	1. Termination by either Party. Either Party may terminate the Agreement in whole or in part in the case of a serious breach by the other Party, which is not rectified within thirty (30) days after it has been drawn to the latter’s attention in writing.
	2. Termination by the IFRC. The IFRC may immediately terminate this Agreement if the Project Partner does anything which in the reasonable opinion of the IFRC brings, or is reasonably likely to bring the IFRC, its name or logo, or any component of the International Red Cross and Red Crescent Movement into dispute or disrepute in any way whatsoever.
	3. Actions of the Parties following receipt of a notice of termination
13. Upon notice of termination, the Parties shall keep all expenses to a minimum, not enter into any new obligations except with the written consent of the IFRC and void all existing obligations that can legally be voided.
14. Upon notice of termination, the Parties shall consult regarding possible alternatives for completion of the Project and to ensure the best possible outcome for the intended beneficiaries.
	1. Funds at termination
15. Immediately upon sending or receiving a notice of termination, the IFRC will cease all disbursement of funds to the Project Partner and will not make any forward commitments, ensuring, however, that sufficient funds are available for the Project Partner to meet all contractual commitments incurred by it prior to the date of termination, for the purpose of implementing the Project, and which cannot be legally voided.
16. Unless otherwise agreed in writing by the IFRC, all unspent funds will be returned to the IFRC within thirty (30) days of termination or end of the Term.
17. **FORCE MAJEURE**
	1. If at any time during the course of the project it becomes impossible for either Party to perform any or all of their obligations for reasons of Force Majeure that Party affected by the Force Majeure shall give to the other Party notice and full particulars in writing of such occurrence.
	2. The Parties shall consult on the appropriate action to be taken, which may include suspension or cancellation of the Project or the relief of the party from such obligations as long as Force Majeure persists.
	3. Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance of the obligations under this Agreement. Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or, governmental action, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion, as well as the discontinuance of funding from the Project donors.
18. **DISPUTE RESOLUTION**
	1. Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or invalidity thereof, that is not amicably settled by the Parties within ninety (90) days’ notice of such dispute, controversy or claim, shall be settled by arbitration to the exclusion of the jurisdiction of any local courts and tribunals.
	2. The arbitration shall be held in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force of which the Parties have taken due notice, subject to such modification as the Parties may agree in writing. The appointment of a single arbitrator shall be agreed between the Parties, or failing agreement within fourteen (14) days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by the President of the International Court of Justice. The arbitration shall be conducted in the English language and the place of arbitration shall be Geneva, Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The Parties agree to be bound by any arbitration award rendered in accordance with this Section as final adjudication of any such dispute, controversy or claim.
19. **AMENDMENT**
	1. No addition or modification of this Agreement shall be effective or binding on either of the Parties unless agreed to in writing and executed by the respective duly authorised representatives of each Party.
	2. Where any Party requests or proposes in writing such an addition or modification, the other Party shall respond without undue delay, but not later than 30 days after the request or proposal has been received.
20. **NOTICES**

Any notice, request, demand, consent or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by electronic mail or by registered mail to the Project Managers identified in the Agreement, or to such addresses, email addresses and fax numbers of which the Parties may notify each other in writing.

1. **ENTIRE AGREEMENT**
	1. The Agreement and all annexures thereto, including these terms and conditions, form a binding and enforceable agreement.
	2. This Agreement constitutes the entire understanding of the Parties in relation to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement.
2. **GOVERNING LAW**

This Agreement shall be governed, construed, and enforced in accordance with the general principles of international law, to the exclusion of any particular national system of law.

1. **PRIVILEGES AND IMMUNITIES**

Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any of the privileges or immunities of the International IFRC of Red Cross and Red Crescent Societies.

OR

Nothing contained in the Agreement shall be deemed a waiver express or implied, of any of the privileges or immunities of the IFRC or the (Insert name of IO).

1. **FINAL PROVISIONS**
	1. This Agreement is personal as between the Parties and cannot be assigned without the prior written consent of all Parties.
	2. In the event of any conflict between the provisions of these terms and conditions and the specific provisions in the main body of the Agreement, the specific provisions in the main body of the Agreement shall prevail.
	3. This Agreement may be executed in counterparts, each of which when executed will be deemed an original, and such counterparts together will constitute one instrument.