

AGREEMENT
BETWEEN
THE UNITED NATIONS MISSION IN SOUTH SUDAN (UNMISS)
AND
Royal Aid for Development (ROAD)

Project Title Women Centre in Kodok

Location: Kodok Town Fashoda County Upper Nile State

Objective

1. The principal objective of this Agreement ("Agreement") is to establish the terms and conditions under which the United Nations Mission in South Sudan ("UNMISS") and [Name of the Implementing Partner] (Royal Aid for Development - ROAD), with its main office located at Malakal Humanitarian Hub [please fill the blank] hereinafter referred to as "the Parties", will cooperate for the purpose of implementing a Quick Impact Project in Kodok Town Fashoda County [please insert location of the project] (the "Project").
2. The purpose and expected outcome(s) of the Project, including the total costs of the Project, Bill of quantities, designs and drawings, project output and schedule of the works are described in the Project Proposal approved by UNMISS ("Approved Project Proposal") details of which are set out in Annex A which is an integral part of this Agreement.
3. In the spirit of cooperation, the Parties shall consult with each other regularly and shall make available the information reasonably requested to carry out the Project in line with this Agreement.

Now therefore, the Parties agree as follows:

Implementation and Monitoring of the Project

4. The Project shall be implemented by [Royal Aid for Development - ROAD] in accordance with the Approved Project Proposal (Annex A), notably regarding the tasks to be performed, quality standards of the work and timelines.
5. During the implementation of the Project, [Royal Aid for Development - ROAD] shall submit progress report(s) as per the timeline provided in the Approved Project Proposal


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(Annex A). After the completion of the Project, [Royal Aid for Development - ROAD] shall provide UNMISS with an End of Project Narrative Report. The format of the End of Project Narrative Report is attached to this Agreement as Annex B, which is an integral part of this Agreement.

6. UNMISS shall monitor the implementation and progress of the Project through regular meetings with [Royal Aid for Development - ROAD] and site visits in order to ensure that the project timeline are adhered to and that the quality of work meets the required standards as detailed in the Approved Project Proposal (Annex A). For that purpose, UNMISS shall have the right to inspect and evaluate the implementation of the Project at any time. [Royal Aid for Development - ROAD] shall make arrangements to facilitate the inspection and evaluation.

Disbursement of Funds

7. The total amount to be paid by UNMISS to [Royal Aid for Development - ROAD] under the terms of this Agreement shall be forty nine thousand nine hundred ninety nine, Point ninety two cents (in words) dollars (\$49,999.92 (in figures) to be paid in two instalments in accordance with the Approved Project Proposal (Annex A).
8. The amount of thirty nine thousand nine hundred ninety nine and ninety three cents (in words) dollars (USD \$39,999.93 (in figures) representing 80% of the total costs of the Project as detailed in the Approved Project Proposal (Annex A) (First Disbursement) shall be paid by UNMISS to [Royal Aid for Development - ROAD] following the signature of the Agreement.
9. The balance of nine thousand nine hundred ninety nine and ninety eight cents (in words) dollars (USD \$9,999.98 (in figures) [please indicate the amount of the second and last disbursement] representing 20% of the total costs of the Project as detailed in the Approved Project Proposal (Annex A) ("Outstanding Funds") will only be paid upon completion of the Project, subject to the following conditions:
 - a) Submission of Final Payment Request in the format attached to the Agreement as Annex C, which is an integral part of this Agreement;
 - b) Submission of financial statement indicating the expenses incurred in the Project, substantiated by original receipts, together with the end of project narrative report. The financial statement shall be signed by an authorized representative of [Royal Aid for Development - ROAD] in the format attached to this Agreement as Annex D, which is an integral part of this Agreement. Any expenditures on the financial statement with no original supporting documents will be considered as ineligible, for which [Royal Aid for Development - ROAD] will be deemed liable irrespective of the nature of the expenses. All accounts and financial statements shall be expressed in United States Dollars. Disbursements in South Sudanese Pounds will be converted to US Dollars at the applicable UN Rate of Exchange at the time of conversion;
 - c) Submission of End of Project Narrative Report as provided for in Article 5 of this Agreement; and


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- d) Satisfactory implementation and completion of the Project which will be reflected in the clearance to be issued by UNMISS after a site visit upon request of [Royal Aid for Development - ROAD]. The format for such request for the clearance is attached to this Agreement as Annex E, which is an integral part of this Agreement.
- e) In the event [Royal Aid for Development - ROAD] fails to implement the project in accordance with the agreed standards as described in the Approved Project Proposal (Annex A) of this Agreement, UNMISS shall have the right to withhold the Outstanding Funds until such time that [Royal Aid for Development - ROAD] meet the required standards.
10. Any incurred expenses on the Project with no original receipts shall be reimbursed by [Royal Aid for Development - ROAD] to UNMISS immediately on demand.
11. The [Royal Aid for Development - ROAD] shall not incur any expenses which are over and above the total costs of the Project as detailed out in Approved Project Proposal (Annex A). Therefore, [Royal Aid for Development - ROAD] shall not enter into commitments or assume any liability related to the Project in excess of the total costs of the Project as detailed out in Approved Project Proposal (Annex A).
12. UNMISS' instalments will be paid in US dollar (USD) into the following designated bank account:

Bank:	Co-operative of South Sudan
Account name:	Royal Aid for Development
Account number:	02123004423400
Swift code IBAN:	coblssjb
Bank address	Kololo Road Juba, South Sudan

When making such transfers, UNMISS will notify [Royal Aid for Development - ROAD and John Oyech Lwong] by email [oyecjo@gmail.com] of the following:

- (a) The amount transferred;
- (b) The date of the transfer; and
- (c) That the transfer is from UNMISS pursuant to this Agreement.

Financial Administration

13. [Royal Aid for Development - ROAD] shall be responsible and accountable to UNMISS for the efficient financial management and utilization of the funds received. For that purpose, [Royal Aid for Development - ROAD] shall maintain financial and accounting documents concerning the project, including an updated list of expenditures. [Royal Aid

3

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for Development - ROAD] shall make available to UNMISS upon request, all relevant financial information concerning the Project.

Prohibition of SEA and Child Labour

14. Each Party shall take all appropriate measures to prevent child labour, sexual harassment, or sexual exploitation or abuse of anyone by its employees, consultants, contractors or any other persons, or entity engaged, or controlled by [Royal Aid for Development - ROAD] to perform any services in relation to this Agreement.
15. Sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, and the exchange of any money, goods, services, or other things of value, for sexual favours or activities, or for engaging in any sexual activities that are exploitative or degrading to any person, shall constitute sexual exploitation and abuse of such person.
16. Child labour shall include any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

Claims and Liability

17. [Royal Aid for Development - ROAD] shall indemnify, defend and hold harmless UNMISS, its entities, officials, agents, servants and employees, at its own cost, from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind whatsoever, directly or indirectly related to any acts or omissions by [Royal Aid for Development - ROAD], its agents, employees and contractors in connection with the Project or its implementation. The provision of this article does not lapse upon the termination of this Agreement.
18. [Royal Aid for Development - ROAD] may contract the services of any other party ("the contractor(s)") to implement the project partly or wholly and such arrangement shall exclusively be between [Royal Aid for Development - ROAD] and the contractor(s). Any dispute(s) or issues arising out of such contract shall be exclusively resolved between [Royal Aid for Development - ROAD] and its contractor(s). UNMISS shall not be made a party to such dispute or issue, and [Royal Aid for Development - ROAD] acknowledges that it shall save UN/UNMISS, its staff, personnel and contractors individually or collectively, from any claims or liability whatsoever arising therefrom.
19. Without prejudice to Article 6, [Royal Aid for Development - ROAD] warrants that any contractor(s) engaged by it pursuant to Article 18 above, shall have the requisite expertise, experience, equipment and staff to successfully implement the Project in part or wholly as may be required. [Royal Aid for Development - ROAD] undertakes that it shall be exclusively responsible for monitoring, supervising and assessing the performance of the contractor(s) that may be engaged under Article 18 above.


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20. Notwithstanding the arrangement referred to in Article 18, [Royal Aid for Development - ROAD] shall remain exclusively accountable to UNMISS and shall not be relieved of its obligations under this Agreement.

Status of [Please insert the name of the implementing partner]

21. [Royal Aid for Development - ROAD] shall retain its legal status independent of UNMISS. The agents, employees and contractors of [Royal Aid for Development - ROAD] shall not be considered in any respect to be agents, employees or contractors of UNMISS.

Settlement of Disputes

22. The Parties shall use their best efforts to resolve amicably through negotiations any dispute relating to the interpretation or application of this Agreement.
23. If the Parties are unable to resolve the dispute through negotiation within sixty days, either Party may, within a period of thirty days, request in writing that the dispute be settled in accordance with Section VIII of the Status of Forces Agreement between the United Nations and the Government of South Sudan concerning UNMISS dated 8 August 2011.

Privileges and Immunities

24. Nothing in, or relating to, the provisions of this Agreement shall be deemed a waiver of the privileges and immunities of UNMISS or the United Nations, or of the privileges and immunities of any of their members, employees, officials, agents, experts or contractors.

Effective Date, Duration and Termination

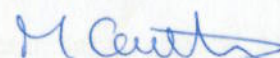
25. This Agreement shall become effective on the date of the last signature of either party. It shall remain into force until the completion of the Project unless terminated earlier in accordance with Articles 26, 27 and 28 of this Agreement.
26. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other Party.
27. UNMISS may terminate the Agreement with immediate effect upon written notice, if UNMISS, in its sole discretion, considers that:
- a) the duration of the implementation of the Project has exceeded the timeline provided in Approved Project Proposal (Annex A) of this Agreement;
 - b) the Project's objectives, scope, purpose or the total costs of the Project as defined in the Approved Project Proposal (Annex A) of this Agreement, have been altered without UNMISS' prior written approval;
 - c) the continued implementation of the Project in the form of further disbursements would be inconsistent with this Agreement or the spirit of the QIP programme.
 - d) the Project is not implemented in accordance with the agreed standards defined in the Approved Project Proposal (Annex A) of this Agreement.


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28. Should the mandate of UNMISS be terminated before the completion of the Project and should there be no expectation that a successor entity shall be established, UNMISS shall immediately notify the [Royal Aid for Development - ROAD] in writing. Both parties shall within seven working days of UNMISS' notification, meet to decide modalities for the completion of the Project/termination of this Agreement.
29. [Royal Aid for Development - ROAD] shall NOT make any further financial commitments whatsoever pursuant to this Agreement after the date of the receipt of the termination notice referred to in Articles 26, 27 and 28 above.
30. [Royal Aid for Development - ROAD] acknowledges and agrees that UNMISS shall retain the Outstanding Funds should this Agreement be terminated in accordance with Articles 26, 27 and 28 above.
31. Upon termination of this Agreement [Royal Aid for Development - ROAD] shall submit to UNMISS all the financial and accounting documents showing details of:
- (i) the total amount received by [Royal Aid for Development - ROAD] as First Disbursement;
 - (ii) the total amount expended by [Royal Aid for Development - ROAD] from the First Disbursement for works done in accordance with the Approved Project Proposal (Annex A) before the date of the termination notice referred to Articles 26, 27 and 28 above;
 - (iii) any unused amount/portion from the First Disbursement ("Unused Funds"); and
 - (iv) any expenditures that the [Royal Aid for Development - ROAD] claims to have incurred in the performance of this Agreement in excess of the First Disbursement before the date of receipt of the termination notice, provided that such expenses are in accordance with Approved Project Proposal (Annex A).
32. [Royal Aid for Development - ROAD] agrees that UNMISS shall recover all Unused Funds, and any other amounts expended on works which UNMISS determines to be defective, incomplete, or which do not conform with the Approved Project Proposal (Annex A).
33. In the event [Royal Aid for Development - ROAD] claims to have incurred expenses as indicated in Article 31(iv) above, UNMISS shall convene a Technical Committee to conduct a technical assessment of the Project with input from [Royal Aid for Development - ROAD] to determine/evaluate the total value of the work done and verify, quantify, determine and certify the amount due and payable to [Royal Aid for Development - ROAD] for such expenditures.
34. In relation to any claims for expenses that may have been incurred by the [Royal Aid for Development - ROAD] as indicated in Article 31(iv) above, UNMISS shall only reimburse the [Royal Aid for Development - ROAD] the amount determined/evaluated and certified by the Technical Committee convened in accordance with Article 33 above. Should [Royal Aid for Development - ROAD] dispute the decision of the Technical Committee on expenditures which it claims to have incurred as indicated in Article 31(iv) above, such dispute shall be resolved in accordance with Article 22 and 23 above.



6



35. Articles 10, 17, 22, 23, 24 and 29 of this Agreement shall remain in force after the completion of the Project and the termination of this Agreement.

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In witness thereof, the undersigned, being the duly authorised representatives of the Parties have signed the present Agreement in two original copies, one for each Party.

<p>For UNMISS. Maria Costa Director of Mission Support</p>  <p><i>M Costa</i> Signature Date 16 FEB 21</p>	<p>For [Royal Aid for Development - ROAD]: [John Oyech Lwong Executive director E - oyeejo@gmail.com Cellphone - 0917470297/0926098204</p>   <p>Signature Date 14/12/2020</p>
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