**PROJECT COOPERATION AGREEMENT**

**BETWEEN**

**THE UNITED NATIONS OFFICE FOR PROJECT SERVICES**

**AND**

**[NAME OF GOVERNMENT]**

**CONCERNING THE IMPLEMENTATION OF**

**[*insert Project/activity name*]**

**WHEREAS** UNOPS is a separate, self-financing entity established by UN General Assembly decision 48/501 of 19 September 1994 to provide, inter alia, management and other support services for the benefit of the member states of the United Nations and other mandated clients, impartially, efficiently and on a non-profit basis;

**WHEREAS** the UNOPS governing body, namely the UNDP/UNFPA/UNOPS Executive Board, in its decisions 2009/25 of 11 September 2009 and 2010/21 of 29 June 2010:

* Reaffirmed the mandate of UNOPS, in the context of coherence and the furtherance of United Nations objectives, to act as a service provider to the United Nations system agencies, funds and programmes, international and regional financial institutions, intergovernmental organizations, donor and recipient governments and non-governmental organizations, foundations and private sector;
* Reconfirmed the role of UNOPS as a central resource for the United Nations system in procurement and contracts management as well as in civil works and physical infrastructure development, including the relevant capacity development activities; and
* Recognized the potential for value-adding contributions that UNOPS can make in providing efficient, cost-effective services to development partners in the areas of project management, human resources, financial management and common/shared services;

**WHEREAS** the Government of [XX] (“the Government”) and UNOPS have entered into a [*Host Country Agreement*] OR [*Umbrella Memorandum of Understanding*] dated [XX], the provisions of which shall apply mutatis mutandis to this Project Cooperation Agreement (“Agreement”);

**WHEREAS** the Government and UNOPS acknowledge that their respective activities include areas of common interest where closer collaboration in the form of partnership would be of mutual benefit;

**WHEREAS** the Government and UNOPS have agreed to cooperate in the implementation of the [project/programme] in [Programme Country] (“Project”), as summarised in Annex “A” (“Project Document”);

**WHEREAS** UNOPS desires to provide funds (“Contribution”) to the Government in the context of the implementation of the Project;

**WHEREAS** the Government is ready and willing to accept the Contribution from UNOPS;

**NOW, THEREFORE** the Government and UNOPS, also referred to in this Agreement individually as “Party” and collectively as “Parties”, have adopted the Agreement to establish the terms and conditions under which the Government will receive the Contribution.

### Role of the Government

### The Government will be responsible for ensuring the Project is implemented in accordance with the Agreement and Annexes “A” and “B” (“Budget), with care, skill, diligence and efficiency.

### 1.2 The Contribution received by Government shall be used in accordance with established national regulations, policies and procedures consistent with international standards, in particular, ensuring that the Contribution is expended for Project activities as set out in this Agreement and Annexes “A” and “B”. Where the national regulations, policies and procedures are not consistent with international standards, the UNOPS regulations, policies and procedures will apply.

### The Contribution, Purpose and Period

2.1 UNOPS shall provide funds, in the amount of [insert numerical amount in United States dollars, hereinafter referred to as “USD”] ([insert written amount in USD only]) to the Government, implementation of the Project and allocation, according to the provisions of the Agreement, Annex “A” and Annex “B”, which form an integral part of the Agreement.

2.2 The Contribution shall be used solely for the implementation of the Project, as set out in Annex “A”, as part of the Government’s collaboration with UNOPS.

2.3 The Contribution granted to the Government under the Agreement shall be provided for the period from [*insert date*] to [*insert date*].

### Financial Arrangements

3.1 UNOPS shall deposit the Contribution in the amount of [XX] directly to the Government.

3.2 The Contribution shall be disbursed by UNOPS in accordance with the following schedule, upon submission of the relevant payment requests and subject to the Government’s continued performance under this Agreement:

 [Insert date, description and amount]

 [Insert date, description and amount]

 [Insert date, description and amount]

3.3 The first instalment of the Contribution will be transferred [*prior to the start of Project activities OR after Project activities have been completed*].

3.4 UNOPS will only be required to transfer to the Government the amount owing under the terms of this Agreement. UNOPS will not be liable to the Government or to any third party for any amounts that UNOPS determines are not authorized under this Agreement.

3.5 UNOPS shall deposit the Contribution to the Government’s bank account, quoting reference: [Insert]

 Bank name:

 Account Holder’s name:

 Account number:

Bank Address:

 Sort Code:

 IBAN Code:

3.6 Any interest accrued on the cash balances of the funds received by UNOPS under the Agreement shall be refunded to UNOPS.

3.7 All funds received by the Government shall be recorded in a separate ledger account established for the Project.

3.8 Any balance of the Contribution to the Project following completion of the Project or expiry/termination of the Agreement shall be refunded immediately to UNOPS.

3.9 Cash transfer modalities and the size and frequency of disbursements may be revised in writing between the Parties in the course of the Project implementation, and based on Project monitoring, reporting and audits.

### Accounting, Monitoring and Records

### 4.1 The Government agrees to cooperate with UNOPS for monitoring all activities supported by the Contribution, and will allow UNOPS staff and representatives (including the internal and external UNOPS auditors and/or investigators) the full and unrestricted access to relevant financial records relating to this Agreement and to the implementation of the Project, and to personnel responsible for the administration of the Contribution provided by UNOPS.

### 4.2 The Government agrees to maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles or [applicable national legislation] to sufficiently substantiate charges to this Agreement.

### 4.3 The Government agrees to:

### Periodic on-site reviews and spot checks of financial records by UNOPS or its representatives;

### Monitoring of activities following UNOPS standards and guidelines for site visits and field monitoring;

### Financial reviews or audits otherwise ensure adequate accountability of organizations expending UNOPS funds. This may be carried out throughout the period of implementation of the Activity until the balance is paid, and for a period of [X] years from the date of final payment.

### Reporting

5.1 The Government shall provide UNOPS with the following regular progress reports on the use of each Contribution installment during the life of this Agreement:

a) Progress reports on the implementation of the Project every six (6) months. Each progress report will contain a description of the activities undertaken, any obstacles encountered, remedial action taken, monitoring and evaluation information, assessment of the results to date and any other relevant information;

b) Financial reports on the implementation of the Project every six (6) months, including disbursements made against the previous payment and any unspent cash balance from the preceding quarterly period;

c) An annual financial statement as of 31 December every year;

d) A final financial statement;

e) A final narrative report shall be due within three (3) months of the Project’s closure. The narrative report shall include a general description of the progress of the activities and specific notes on the results, impact and sustainability of the results.

1. **Special Conditions**

6.1 [Insert special conditions if any]

1. **Equipment, Material Purchases and Assets disposal**

7.1 Title to all non-expendable equipment, supplies and other properties purchased from the Contribution shall belong to [*UNOPS OR the funding source- depending on the Project Document*].

7.2 The Government shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with the Contribution.

7.3 Unless instructed otherwise, within ninety (90) calendar days after the end of the Agreement, the Recipient will provide a list to UNOPS of each item to be disposed of in consultation with, and according to the instructions of, the funding source.

1. **Intellectual Property**

8.1 [*UNOPS OR the funding source- depending on the Project Document*] shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents or other materials developed under this Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the implementation of this Agreement.

1. **Revision of Budget**

### 9.1 The Government shall report any deviations from the Project Budget or Project plans, and shall request prior approvals from UNOPS for any of the following reasons:

### To change the scope or objectives of the Project and/or to revise the funding allocated amongst Project objectives; or

### Additional funding is needed.

1. **Anti-Corruption**

### 10.1 The Government warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance or award of this Agreement, to any representative, official, employee or other agent of UNOPS or any organization of the UN system.

### 10.2 The Parties commit not to accept, either directly or indirectly, any inducement or reward in relation to the execution of this Agreement, or any kind of offer, gift, payment or benefit which could be construed as a corrupt practice.

1. **Anti-terrorism**

11.1 The Government agrees to undertake all reasonable efforts to ensure that none of the Contribution received pursuant to this Agreement is used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNOPS under this Agreement do not appear on the list maintained by the Security Council Committee and established pursuant to resolution 1267 (1999) (the list can be accessed via [**www.un.org/Docs/sc/committees/1267/1267ListEng.htm**](http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm)**.** This provision must be included in all sub-agreements.

###  Termination

12.1 UNOPS may at any time, by giving fourteen (14) calendar days written notice, terminate this Agreement, in whole or in part, for convenience.

12.2 UNOPS may at any time, by giving fourteen (14) calendar days written notice, terminate this Agreement, in whole or in part, whenever it is determined that the Government has materially breached the terms and conditions of the Agreement, or where sufficient funds are not available to UNOPS by its funding sources.

12.3 This Agreement may be terminated at any time with both Parties’ consent.

12.4 UNOPS may terminate this Agreement, in whole or in part, with immediate effect upon written notice to the Government if it determines that the Government has engaged in fraudulent or corrupt practices during the award or execution of this Agreement, and without the Government having taken timely and appropriate action satisfactory to UNOPS to remedy the situation.

12.5 Upon receipt of, and in accordance with, a termination notice, a Party shall immediately take all necessary steps to cease action, and minimize all expenditures and obligations financed by the Agreement.

12.6 Within thirty (30) days of the effective date of termination of this Agreement, the Government shall repay to UNOPS all unexpended Contribution funds which are not otherwise obligated by a legally binding transaction pursuant to this Agreement. Should the funds paid by UNOPS to the Government prior to the effective date of termination be insufficient to cover the Recipient’s obligations in the legally binding transaction, the Government may submit to UNOPS within ninety (90) calendar days after the effective date of such termination a written claim covering such obligations. UNOPS shall determine the amount(s) to be paid by UNOPS to the Government in accordance with this Agreement.

12.7 The termination of this Agreement shall not affect any rights or obligations that may have accrued prior to such termination or any other right which the terminating Party may have arising out of either the termination or the event giving rise to the termination.

12.8 All provisions of this Agreement, which are by their nature intended to survive the expiration or termination of this Agreement shall survive such expiration and termination.

###  Settlement of Disputes

13.1 Any dispute between UNOPS and the Government arising out of or relating to the Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint 1 (one) arbitrator, and the 2 (two) arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 (thirty) days of the request for arbitration either Party has not appointed an arbitrator or if within 15 (fifteen) days of the appointment of 2 (two) arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

###  Privileges and Immunities

14.1 Nothing in or relating to the Agreement shall be deemed as a waiver, express or implied, of any of the privileges and immunities of the United Nations and/or UNOPS.

1. **Indemnity**

15.1 The Government shall indemnify and save UNOPS harmless from any and all claims, losses or demands arising from any occurrence occasioned, whether in whole or in part, by any act, omission, fault, default or negligence of the Government, its employees, agents, contractors or other Personnel related to the performance or non-performance of this Agreement. The indemnities contained in this Agreement shall not be prejudiced by, and shall survive the termination of this Agreement.

1. **Notices and Addresses**

16.1 Any notice to be given to either Party with respect to this Agreement shall be effectively given if delivered in person or sent by facsimile transmission or by electronic mail to the address given in this subparagraph. The address of either Party may be changed by notice in the manner set out in this subparagraph. Any notice to [*the Government*] will be addressed to:

[*insert address of the Government*]

Telephone: ...

Fax: …

E-mail: ...

Any notice to UNOPS will be addressed to:

[*Insert address*]

Telephone: …

Fax: …
Email: . . . @unops.org

Any notice given or made in accordance with the above shall be deemed to have been given or made and to have been received:

a) On the Business Day following delivery, if delivered in person (a “Business Day” being any day of the year other than any Saturday, Sunday or holiday recognized by the United Nations);

b) On the day of sending if sent by facsimile transmission or by electronic mail during normal business hours of the addressee on a Business Day and, if not, then on the first Business Day after the sending thereof.

**17. General Provisions**

17.1 The Agreement including Annexes “A” and “B” which form an integral part hereof, constitutes the entire arrangement between the Government and UNOPS with respect to the Project and supersedes any and all prior agreements and understandings.

17.2 The Government shall disclose to UNOPS, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

17.3 The Government and UNOPS may amend the terms and conditions of this Agreement at any time prior to its termination or expiration provided that such amendment is in writing, signed and dated by the Government and UNOPS.

17.4 In the event of any conflict or inconsistency between the terms of this Agreement such conflict or inconsistency shall be resolved in accordance with the following priority: (i) this Agreement, (ii) Annex A, (iii) Annex B.

17.5 Neither Party may assign this Agreement or any of its rights or obligations there under, in whole or in part, without the prior written consent of the other Party, which consent may not be unreasonably withheld.

17.6 No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against which it is sought to be enforced. The delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party’s right to thereafter enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

**IN WITNESS WHEREOF**, the duly authorized representatives of both Parties have signed this Agreement.

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| On behalf of the Government of [XX] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signed)[*insert name*] [*insert*  *position and unit*] Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | On behalf of UNOPS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Signed)[*insert name*][i*nsert*  *position and unit*] Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**ANNEX A**

**PROJECT INITIATION DOCUMENT**

**ANNEX B**

**BUDGET**